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## CITY of NOVI CITY COUNCIL

**Agenda Item 1  
November 26, 2012**

**SUBJECT:** Recommendation from Consultant Review Committee to award the Emergency Medical Services contract to Community Emergency Medical Service (CEMS) for two (2) years with three (1) one-year renewal options.

**SUBMITTING DEPARTMENT:** Public Safety – Fire Department

**CITY MANAGER APPROVAL:**

**BACKGROUND INFORMATION:**

The Emergency Medical Service Provider agreement between the City of Novi and Community Emergency Medical Services (CEMS) will expire on January 22, 2013. Public Safety Administration, City Leadership Staff, the Purchasing Manager and the City Attorney reviewed and updated the terms and conditions of the Agreement and a Request for Proposals (RFP) was developed. The Public Safety Team has objectively, systematically and continuously monitored, assessed and improved the quality and appropriateness of pre-hospital emergency care provided by our private ambulance company. The current contract is considered, in the profession, as one based on high performance with strictly adhered to standards and expectations. The goal will be to continuously improve response times and unit coverage at the most reasonable cost.

The RFP was written to include topics related to response times, specific number of dedicated Advanced Life Support (ALS) units to the City of Novi, patient care, communication, and all aspects of transport. Additionally, covered training for fire department staff and other community services the company has to offer. The core purpose is to provide the best quality health care to all community members and guests of Novi.

The City of Novi and the Public Safety Team are always seeking out new opportunities to partner with our neighboring municipalities and we extended an invitation to participate in a joint EMS RFP to the communities of Commerce Township, Lyon Township and the Cities of Walled Lake, Wixom, South Lyon, Northville and Farmington. The City of Northville accepted the invitation to participate in the RFP/Contract process and provided the additional language included in the RFP to meet their needs. Each city will have their own contract with the successful company selected to provide this service.

The RFP was posted on September 27, 2012 for the competitive process for procurement of Advanced Life Support (ALS) Ambulance Services. Four ambulance companies attended the mandatory pre-proposal meeting on October 4, 2012. The deadline for submitting proposals was October 23, 2012. The City received proposals from two firms, Community Emergency Medical Service (CEMS) and Huron Valley Ambulance (HVA). Two other firms, Concord and Superior Ambulance, participated in the mandatory pre-proposal meeting, but did not submit proposals. When questioned, neither had the Enhanced 911 (E911) secondary public safety answering point (PSAP) as required in the RFP specifications.

A staff evaluation team was established to review each proposal. The team consisted of Assistant City Manager Victor Cardenas, Director of Fire and EMS Operations Jeff Johnson, Captain John Martin and Assistant Chief Victor Lauria. The team found CEMS and HVA were both qualified bidders as both companies provide emergency medical services for numerous communities in the area. In addition, the transport fees charged to those transported are similar. The focus of the team's efforts then turned to the costs and which company could provide the desired level of service to the community and meet the established 8 minute performance measure (Alternate #1) and/or the proposed 7 minute and 30 second performance measure (Alternate #2) for the City of Novi.

The clear difference in the two proposals is seen with the preferred 7 minute and 30 second response time for 90% of the Priority 1 Calls for Service in the City of Novi, and 8 minutes for 90% Priority 1 Calls for Service in the City of Northville (Alternate #2). The HVA proposal specifies 4-5 ambulance would be needed at many times and a subsidy of \$54,713 per month (\$656,556/year) paid by the City. The CEMS proposal indicates they could meet this same performance measure with 2-3 ambulances at most times and no subsidy from the City of Novi. The members of the administrative evaluation team recommended the selection of Community Emergency Medical Service's Alternate #2 requiring a 7 minute and 30 second response time for 90% of Priority 1 Calls for Service in the City of Novi, and 8 minutes for 90% Priority 1 calls for service in the City of Northville to the Consultant Review Committee (CRC).

On November 14, 2012, the CRC met and interviewed the two qualified companies: Huron Valley Ambulance and Community Emergency Medical Services. A number of questions were asked of each company and during discussions, one in particular regarding which hospital is the destination for a majority of the transportations from the City of Novi. A majority, 74% of the transports, end at St. John's Providence Park Hospital (supporting documentation enclosed). The City of Novi has had an ongoing agreement with CEMS over 25 years. This company has worked closely with the Public Safety Administration to provide the highest level of emergency medical services and improve service delivery wherever possible. Attached is a graph showing the 2011 and 2012 year to date performance measures after Public Safety Administration staff has analyzed their raw data and removed the allowable exceptions.

Other cities in southeast Michigan which handle emergency transportation varies considerably between public and private firms delivering this service to residents. The cities of Southfield, Farmington Hills, Livonia and Northville Township provide fire-based paramedic ambulance service with a 4-6 minute response time. The cities of Northville, Walled Lake, and Commerce Township are all serviced by Community Emergency Medical Services. The cities of Wixom, South Lyon, Lyon Township, Milford and Plymouth and Plymouth Township are all serviced by Huron Valley Ambulance. The private ambulance companies complement the fire departments response to priority medical calls in 6 minutes or less as set forth by the Oakland County Medical Control Authority. Most communities have at a 10 minute response requirement for their private ambulance contractor.

The City of Troy experiences approximately 6,000 requests for EMS annually and approximately 1,000 requests for fire service. Their fire department does, however, assist EMS with extrication and technical rescue functions when necessary. A private provider is contracted to provide paramedic first responder (PRF) and advance life support ambulance service. The PFR units are dedicated to Troy and respond in conjunction with ALS ambulances as part of a performance-driven contract that requires either an ambulance or a first responder to be on scene of medical emergencies in 5 minutes or less for 90% of all such incidents. The annual cost for private provider EMS in Troy is approximately \$500,000. PFR units and ALS ambulances work closely with the fire and police departments as a "third" emergency service.

At the conclusion of the Consultant Review Committee meeting, a recommendation was made to City Council to award the emergency services contract to Community Emergency Medical Services (CEMS) for two (2) years with three (1) one-year renewal option.

**RECOMMENDED ACTION:** Recommendation from Consultant Review Committee to award the Emergency Medical Services contract to Community Emergency Medical Service (CEMS) for two (2) years with three (1) one-year renewal options.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Wrobel				



# CITY COUNCIL

CITY OF NOVI

Consultant Review Committee Meeting

**Wednesday, November 14, 2012 at 6:00 p.m.**

Mayor's Conference Room | Novi Civic Center | 45175 W. Ten Mile Road

Meeting called to order at 6:00 p.m.

**COUNCIL MEMBERS PRESENT:** Council Members Casey, Staudt, Wrobel

**OTHERS PRESENT:** Victor Cardenas, Assistant City Manager  
Brian Coburn, Engineering Manager  
Jeff Johnson, Director of EMS / Fire Operations  
Jim Allen, Northville Fire Chief  
Greg Westfall, Northville Paramedic  
Melissa Place, Administrative Assistant

## APPROVAL OF AGENDA

Moved by Casey, supported by Wrobel; **CARRIED UNANIMOUSLY:** To approve the agenda as presented.

## APPROVAL OF MINUTES

Moved by Casey, supported by Wrobel; **CARRIED UNANIMOUSLY:** To approve the October 8, 2012 meeting minutes.

## PURPOSE OF THE MEETING

### 1. Discussion of Pre-Qualified Engineering Consultants for public projects.

Mr. Victor Cardenas opened the discussion by introducing Engineering Manager, Brian Coburn, who will provide an overview of the service and answer any questions. Mr. Coburn explained the City uses three pre-qualified consultants to provide professional engineering services for public projects. The design and construction services provided by these firms are necessary to implement the Capital Improvement Program (CIP). The pre-qualified process was initiated in 2009 under the same fee structure with a two-year contract and two one-year renewal options. A Request for Qualifications (RFQ) was initiated in August and nine proposals were received and reviewed by a panel of staff from Engineering, Community Development and Finance. Out of the nine firms there were three that rose to the top. However, the panel was not unanimous in rating these three the highest but when combining all the criteria these firms were the top three. Once the top firms were identified they were sent a Request for Proposals (RFP).

Mr. Coburn explained the RFP included the various scopes of projects that might be awarded and listed the fee curves for each project. Staff met with each firm to confirm everyone understood the objectives. The consultants agreed to maintain the 2009 fee structure except for some adjustments to crew day costs for inspections, contract administration costs, projects under \$200,000 reflect a slight increase along with survey fixed costs, document and pay estimates

preparation. Mr. Cardenas added that roads and parks projects represent \$4-5 million in the CIP projects.

Ms. Laura Casey noted that there was an interesting gap between the ratings. What are the sizes of the firms? Mr. Coburn answered URS Corporation is a huge nationwide firm with a lot of resources. Spalding Decker Associates and Orchard, Hiltz & McCliment are comparable in size and have been able to meet the City requirements. Ms. Casey asked if all the firms were new that responded to the RFQ from 2009? Mr. Coburn said seven had responded before which included the three recommended firms. Mr. David Staudt commented non-motorized trails take a tremendous amount of work, why is that? Mr. Coburn said because of the interaction with the residents/community members. As an example, for a project that installs a pathway along a neighborhood it takes more time. Mr. Staudt said which increases costs. Mr. Coburn said yes. For these types of projects there typically are a number of redesigns and many interactions with residents.

Mr. Staudt asked with the recent passing of the road millage, what impact or opportunities do you see? Mr. Coburn answered with \$2 million more funds there will be more projects. Mr. Staudt asked how the projects are distributed? Mr. Coburn said to keep a level field on roads each firm is given a project on a rotating schedule since these are the higher cost projects. The remaining projects are rotated as well but there are some projects that are better suited for one or the other. Mr. Staudt commented URS has the largest staff. What else do they have besides staff? Mr. Coburn said they have the capability to design 3-D drawings. Who did the Novi Road project, asked Mr. Staudt? Mr. Coburn said OHM but it was an Oakland County project. Mr. Staudt commented the City does not do any in-house public projects? Mr. Coburn said that is correct.

Mr. Wayne Wrobel asked if the City has had any issues with any of the three firms? Mr. Coburn replied are all doing well. Mr. Wrobel asked if the staff that reviewed the RFQ were in agreement? Mr. Coburn said each reviewer has their opinion. Mr. Staudt asked if staff usually deals with the same point person(s)? Mr. Coburn said yes and the more work the firm receives the more responsive. Mr. Staudt asked how Spalding Decker fits into the work schedule? Mr. Coburn said they do public and private projects.

**Moved by Wrobel, supported by Casey; CARRIED UNANIMOUSLY: To recommend to City Council to engage the firms of URS Corporation, Spalding Decker Associates, and Orchard, Hiltz & McCliment with the proposed fee schedules each for a three-year contract with two one-year renewal options to provide engineering services for public projects.**

## **2. Interviews for Emergency Medical Services.**

### **a. Community Emergency Medical Services – 6:30 p.m.**

Mr. Cardenas commented Community Emergency Medical Services is one of two firms being considered to provide emergency medical services for the city of Novi. Once this Committee makes a recommendation it will be brought before City Council at their November 26th meeting for consideration. Mr. Staudt commented the Committee is looking for specific items such as two/three units.

Greg Beauchemin, President/CEO, Diane Witkowski, VP of Michigan Operations, and Jan Parker, VP of Business Development were in attendance to provide an overview of their operation. Mr. Beauchemin distributed information and commented CEMS has been the service provider for a very long time. The City of Novi is very important and expects a high performance requirement of

8 minutes or less response time. The proposal includes several options for consideration in addition to notifying the City of new technology to decrease response times. Over the last year CEMS has provided Advanced Life Support resources, education to the community and fire personnel. We believe CEMS is a true partner. Ms. Diane Witkowski explained the operation is to deploy two 24-hour vehicles and 3 dedicated units. As an example if a unit goes out of Novi to take a transport to a hospital the unit will come to Novi by only adding 12-hours to deployment. With the Marvelous software application we know the call volume in Novi/Northville, time of day of the majority of calls but do not know the locations. This software tracks the trends of calls which allow the units to shift to these areas. Another project is safety of employees and fire fighters. A call goes to Novi dispatcher center and they transfer the call to us. We then make a determination/triage the situation. Not every call needs the sirens and lights. Between 10 – 12 minutes we tone out the fire department as well.

Mr. Cardenas referred to the deployment map that was included in the additional information. It notes two 24-hour stations. Ms. Witkowski explained one unit is posted at Providence Park and the other is floating at 10 Mile and Haggerty. Mr. Cardenas said the unit at Providence Park is a mobile ICU for priority one calls. Mr. Beauchemin said four calls in an hour is normal. This allows us to pull one of the units to assist Novi. Mr. Wayne Wrobel said in turn a unit can be pulled from Novi. Mr. Beauchemin clarified units dedicated to Novi stay in Novi. Mr. Jeff Johnson asked about the procedure with nursing facilities. Ms. Witkowski said when we receive a 911 call we work with a basic life support unit. Mr. Beauchemin said we send a unit if it is life threatening. We follow protocol. Mr. Staudt asked Mr. Johnson if he is concerned? Mr. Johnson mentioned a 7.5 minutes and 8 minute response for Northville is going to be difficult along with other forces like weather, traffic and road construction. We need to know the plan is solid. The Marvelous software is a good tool but what happens when CEMS does not meet the mark? Mr. Beauchemin said from 8 to 7.5 minutes is monumental. The only way to resolve is to move units around. The plan calls for additional 12-hours and units from allocated to dedicated with the addition of Northville. Insurance rates are lower for those that do not have insurance. CEMS is fiscal but charitable, too. We feel confident we can reach that 7.5 response. CEMS has an accredited dispatch center and we continually analyze if there are opportunities to improve. This 7.5 response is a big risk for us. Mr. Staudt asked if additional costs are passed onto the patient. Mr. Beauchemin said CEMS receives .10 on the dollar. Medicare has the best ratio to the dollar.

Mr. Staudt asked about senior complexes in Novi such as Walton Woods or Fox Run. I have seen units at Fire Station No. 3 with the crew in the vehicle. Mr. Beauchemin explained Fox Run is different since they have a doctor and paramedic. However, we do have a car in Commerce if needed. When the crew is in the vehicle it can save two minutes. Ms. Witkowski said because of changing from allocated to dedicated CEMS is hitting the target or less. Mr. Beauchemin said 30 seconds is a big number. CEMS is non-profit but we need to make money to stay in business. We can add units to meet our commitment. Mr. Wrobel asked how often they review locations? Mr. Beauchemin said CEMS is going to a live dashboard that tracks on the hour at response times. If we need to add assets we will adjust. Mr. Staudt asked if Providence could handle larger-scale emergencies what would happen? Mr. Beauchemin said the more they can do to upgrade services the better Novi's emergency medical services system. Mr. Wrobel asked how does CEMS honor patient requests, etc. Mr. Beauchemin said a request can be honored unless the patient is critical and there is a closer facility to handle the situation. Sometimes decisions need to be made and of course protocol for events, too. Mr. Johnson asked if another unit needs to be added does the city pay? Mr. Beauchemin said no. CEMS will redesign if necessary to hit the mark.

Mr. Wrobel asked if the same units with dedicated paramedics will be the same? Ms. Witkowski said Novi will have the same handful of paramedics. Changes can be made as well. We want to build relationships/training between fire fighters and the paramedics for patient lifts as an example. Mr. Beuachemin said they have a unit that can lift a 1,500 pound patient. Mr. Cardenas asked if they know about repeat calls? Yes, said Mr. Beuachemin. We push data to the hospitals from the field for quick therapy such as reversing a stroke. Ms. Casey appreciated the thorough information and asked about probable cause on drug testing. Mr. Beauchemin said paramedic do a drug test within 24-hours of hire. However, CEMS does not do random testing. He explained CEMS is non-union but they will test if something comes to their attention.

What is considered a response time, asked Mr. Cardenas? Ms. Witkowski explained from the time they get the call to on-scene. Units that are "called off" a run are not added to the response time total. Mr. Cardenas thanked everyone and explained a recommendation would be made and be sent to City Council at their November 26 meeting.

**b. Huron Valley Ambulance – 7:15 p.m.**

Mr. Cardenas commented Huron Valley Ambulance (HVA) is one of two firms being considered to provide emergency medical services for the city of Novi. The Committee will make a recommendation it will be brought before City Council at their November 26th meeting for consideration.

Mr. Dale Berry and Jerry Zapolnik thanked the City for the opportunity to present their services for consideration. HVA is an experience provider with 32 years of existence. When HVA started in 1981 it was associated with 5 hospitals but currently is not owned by any hospital. HVA serves 130 municipalities with a low staff turnover and administration including myself with 32 years. HVA has 110 ambulances and 400 paramedics with a station as close as South Lyon which opened in 1990.

Mr. Staudt asked Mr. Berry since he has been with the company since inception, what happens when he retires? Mr. Berry said a succession plan is in place for a nationwide search but Mr. Zapolnik is certainly a contender. Why are a majority of the ambulance companies non-profit, asked Mr. Staudt? Mr. Berry said HVA relies on non-emergency returns for profits since the dollars are attached to responses. HVA is not owned by a hospital but operates independently. CEMS will subsidize to reach the 7.5 response. Their numbers just do not seem right to us.

Mr. Staudt asked Mr. Berry why HVA proposed for service? Mr. Berry said non company, including HVA can provide a 8 minute response without a subsidy. That is why we gave you alternates. Mr. Johnson commented with 3 or 4 units just over \$54,000, how does HVA use software modeling? Mr. Zapolnik said HVA did not have Novi's call history so we would move ambulances to meet the needs. Mr. Berry said they look at staff models and learn the trends of the community. They would recommend four units to start at old Fire Station No. 4 then look for an area once trends are known to strive to reach the response time of 7.5. Deployment is flexible. Mr. Berry said the RFP says the response time must be met or the company would not be considered. If it looks like more units are needed to meet the response we will. The opportunity to work out of the fire station is very nice. It would be a great start and then we can expand from there. We have 24 stations with indoor garages for units. That is particularly nice in the winter months when the drive does not need to clear the unit of snow/ice. We try to meet the 8.0 response but it is difficult to reach. We will add crews with experience.

Mr. Cardenas commented on how each HVA representative has said that a 7.5 response is almost impossible to reach. What type, if any, response time do your clients request? Mr. Berry said the urban call takes 10 minutes 90% of the time. Area communities to Novi take 10, 12, or 15 minutes 90% of the time. For these communities the first responders are from the fire department. Ms. Casey asked for clarification on the implementation plan? Mr. Zapolnik said they buy 18 units a year through Oakland County and the State. New units will already be on hand to dedicate to Novi. Ms. Casey asked about staff training? Mr. Zapolnik said they have an 8% turnover of staff. They go through a physical and mental evaluation, drug testing and orientation for two weeks. Then the third week they are with a team for 6 months. If HVA is given the contract a transition plan with CEMS would happen to learn the call patterns and hot spots. There is always a 24-hour supervisor on duty at the Plymouth site.

Mr. Staudt asked about allocated and dedicated units? Mr. Berry said a station-based ambulance and then one at the corner. Mr. Staudt asked about a financial model to reach 7.5. Mr. Berry said no 7.5 response is free. Somebody is paying for that funding. Mr. Wrobel understands the need for a learning curve. Is there any cost to Novi when learning the challenges? Mr. Berry said traffic is a big one particularly around the mall in November/December. We would also need to prepare with expressway responses. Mr. Wrobel asked if the hiring is up to speed to handle Novi/Northville? Mr. Berry explained there is a bid shifting process for four divisions three times a year (January, March, July). Mr. Staudt asked if Alternation No. 3 with the 8 minute response 90% of the time is the best offer at no cost? Mr. Berry said yes. HVA does not want to subsidize as none of their other clients provides a subsidy. They thanked the Committee for their time.

#### **Discussion**

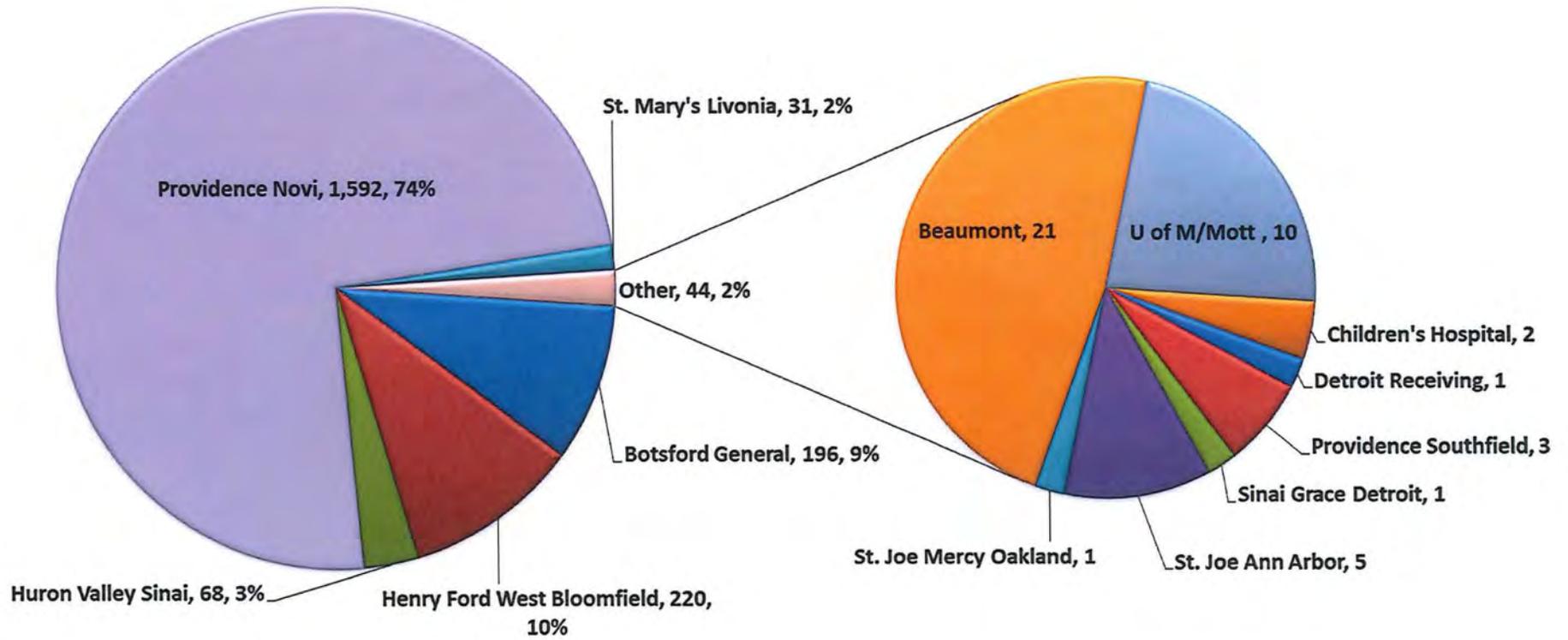
Mr. Wrobel asked if there was any reasons not to use CEMS? Mr. Johnson said he has no concerns or reservations to use either company. The Fire department is under 6 minutes as the first responders. Mr. Staudt said both companies are very good so we are relying on your knowledge. Northville Fire Chief Jim Allen agreed that both companies are good. Paramedic Greg Westfall concurred. Mr. Staudt commented the City has had a good relationship with CEMS over the years. Mr. Wrobel said we get three units with CEMS. Ms. Casey said while both are good, HVA did not say anything to convince her they are the better of the two at this particular time. Additionally, the implementation plan was not as aggressive as she would have preferred. Mr. Staudt suggested the time frame of 2 years with three one-year renewal options. Mr. Johnson pointed out that the RFP mentioned 3 years with two one-year renewals. Mr. Staudt would like the two years to revisit the contract and make sure Mr. Johnson and administration are good with the responses and no concerns. Do you believe 7.5 will be met? Mr. Johnson said it will be a struggle. Mr. Staudt said the company can be put on notice.

**Moved by Casey, Supported by Wrobel; CARRIED UNANIMOUSLY: To recommend to City Council to engage Community EMS to provide emergency medical service for a two-year contract with three one-year renewal options.**

**AUDIENCE COMMENTS – None**

**Moved by Casey, Supported by Wrobel; CARRIED UNANIMOUSLY: To adjourn the meeting at 8:21 p.m.**

# EMS Hospital Transports 2012 YTD



## MEMORANDUM



**TO:** JEFFERY R. JOHNSON  
DIRECTOR OF EMS / FIRE OPERATIONS

**FROM:** RAMON I. ALVAREZ  
CAPTAIN

**SUBJECT:** CEMS 2011 AND 2012 RESPONSE REPORT

**DATE:** NOVEMBER 18, 2012

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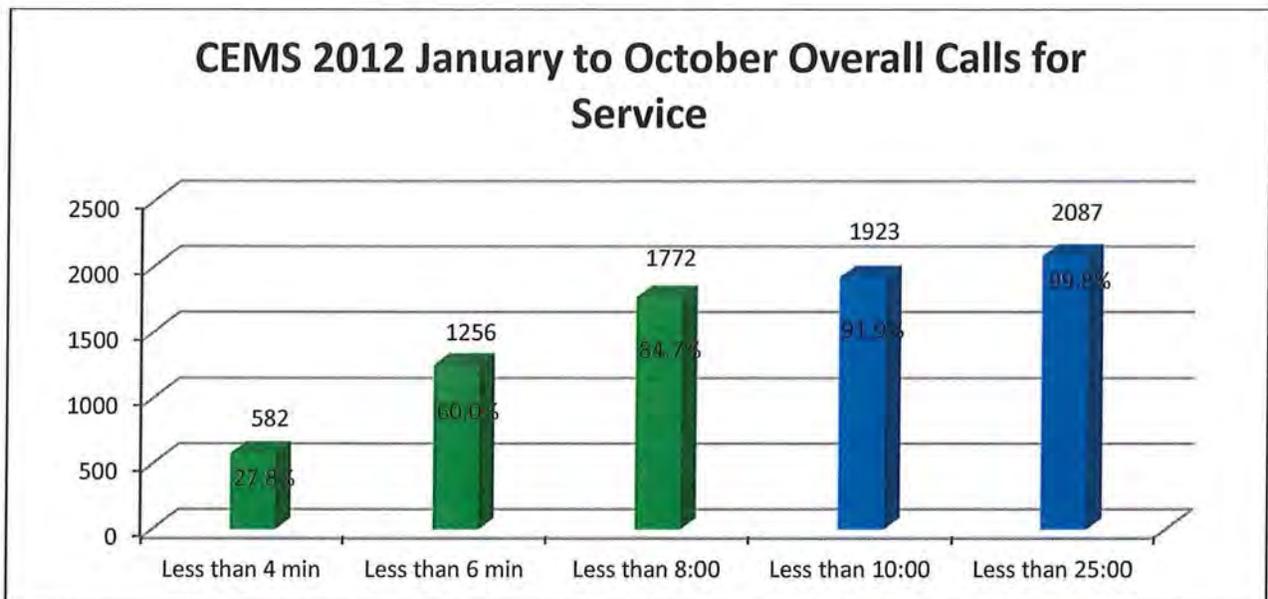
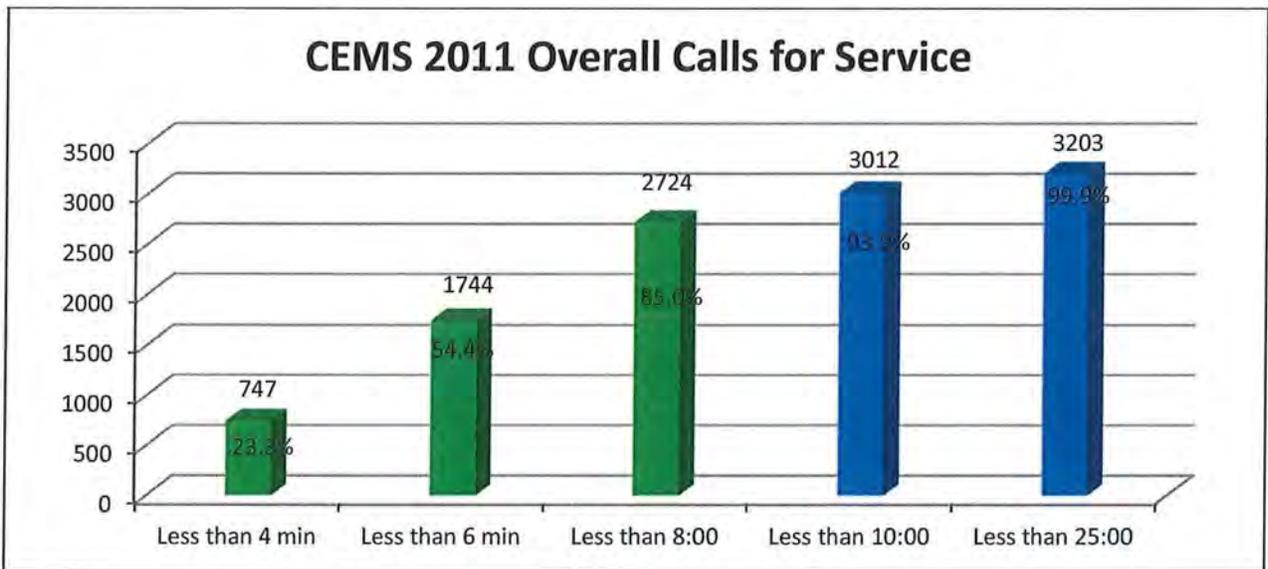
Community EMS (CEMS) has been the primary provider of Advanced Life Support (ALS) and Emergency Medical Service (EMS) transport to the citizens of the City of Novi for many years. CEMS is currently contracted by the City to provide ALS and EMS transport at no cost to the City of Novi.

On January 1, 2012 CEMS began using a Medical Priority Dispatch System (MPDS) designed to improve the overall delivery of EMS in our community. MPDS has been used widely throughout the country to more efficiently deliver emergency care. This system has allowed the separation of priority and non-priority response data, which was not possible prior to the use of MPDS.

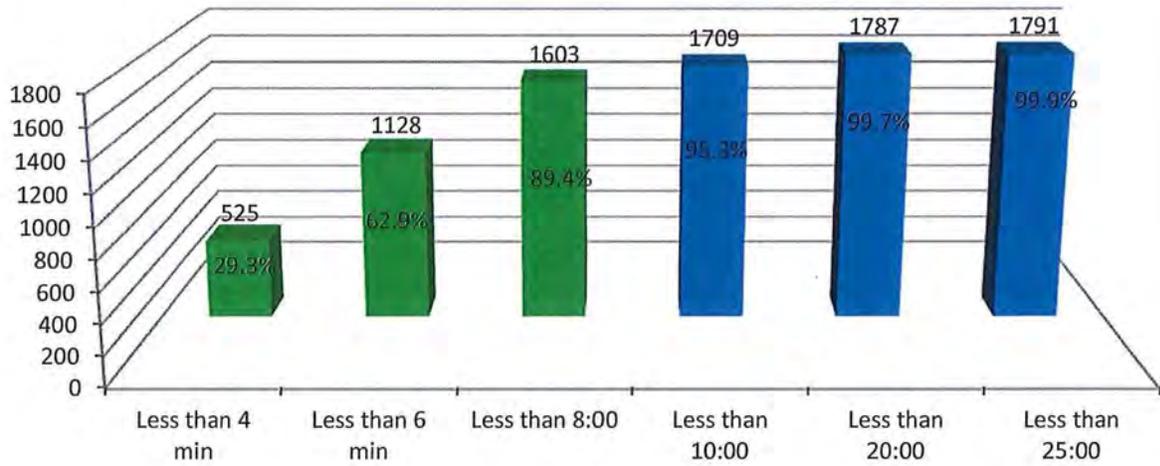
CEMS provides the public safety administration each month with raw CAD data for their responses in Novi, the analysis of this data is the source for the statistics included in this report. The 2011 and 2012 year to date graphs first shown in this report compares the overall calls for service and illustrates the relatively consistent response times over this time frame. The 2012 response data allows for the priority and non-priority calls to be evaluated separately. CEMS current contract requires an 8 minute response time to be met on 90% of the priority calls, additionally 90% of the non-priority calls are to have a 15 minute response time or less.

The second set of graphs in this report illustrate that CEMS is currently falling just below their contractual benchmarks by 1% or less for the current year. The public safety administration also meets with CEMS monthly to review response times and any other quality assurance issues. I recommend that the City of Novi continues to contract with CEMS especially if CEMS continues to provide ALS and transport at no cost to the city.

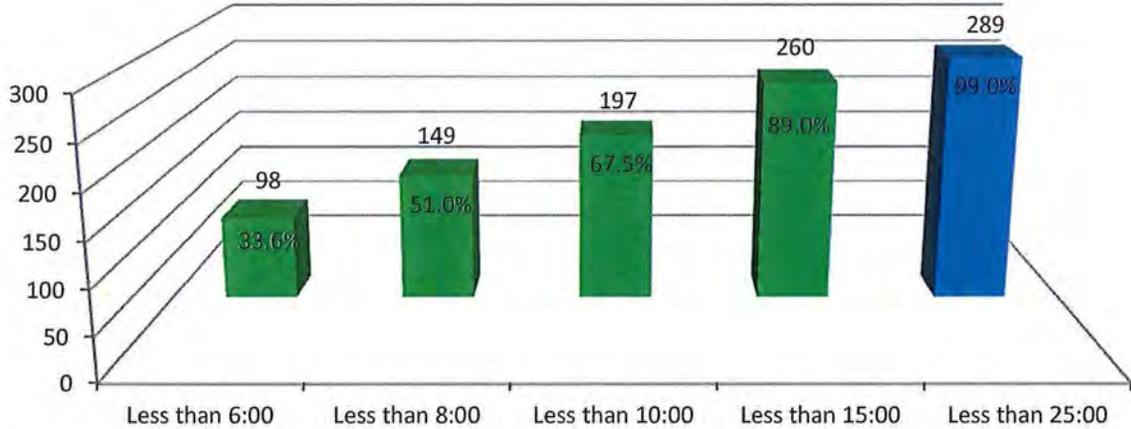
It is also important to note that the Novi Fire Department provides the first tier of EMS to the citizens of Novi and most often arrives on scene first and begins Basic Life Support (BLS) before transferring care over to the ALS provider for transport. The fire department also has the capability to transport a patient in case CEMS or another private EMS agency is not available to provide transport.



### CEMS 2012 January to October Priority Calls for Service



### CEMS 2012 January to October Non-Priority Responses





*CEMS Charge Schedule*

**Community EMS**

Charge	HCPCS	Expected Amount	Start Date	End Date
ALS 1 EMER BASE RATE-CEMS	A0427	\$485.00	8/1/2008	N/A
ALS 1 NON-EMER BASE RATE- CEMS	A0426	\$455.00	8/1/2008	N/A
ALS 2 BASE RATE-CEMS	A0433	\$705.00	8/1/2008	N/A
ALS MILEAGE - CEMS	A0425	\$11.50	1/1/2012	N/A
Blood Draw	A0999	\$125.00	1/1/2012	N/A
BLS EMER BASE RATE-CEMS	A0429	\$410.00	8/1/2008	N/A
BLS MILEAGE- CEMS	A0425	\$11.50	1/1/2012	N/A
BLS NON-EMER BASE RATE-CEMS	A0428	\$400.00	8/1/2008	N/A
Cancellation Fee	A0428	\$100.00	N/A	N/A
EXTRA ATTENDANT	A0424	\$100.00	3/1/2003	N/A
Flight Crew Transport	A0999	\$50.00	N/A	N/A
IV Start	A0999	\$50.00	N/A	N/A
MILEAGE > 99 - CEMS	A0425	\$11.50	1/1/2012	N/A
NON EMER/NO ALS SVC NO BLS UNI	Q3020	\$450.00	11/1/2004	N/A
Oxygen	A0422	\$40.00	N/A	N/A
SCT BASE RATE-CEMS	A0434	\$830.00	8/1/2008	N/A
Treat and Release	A0998	\$490.00	1/1/2008	N/A
WAIT TIME	A0999	\$25.00	N/A	N/A

**CITY OF NOVI**  
**RFP EMERGENCY MEDICAL SERVICES**  
**October 23, 2012 3:00 p.m.**

	Huron Valley Ambulance		Community EMS	
	# of Ambulances	Cost per Month	# of Ambulances	Cost per Month
<b>ALTERNATE #1 - Required response time standard 8:00 minutes for Novi &amp; Northville</b>				
Year 2013	3-4	\$38,151	2-3	\$0
Year 2014	3-4	\$39,295 maximum	2-3	\$0
Year 2015	3-4	\$40,473 maximum	2-3	\$0
<b>2 yr renewal option</b>				
Year 2016	3-4	\$41,687 maximum	2-3	\$0
Year 2017	3-4	\$42,937 maximum	2-3	\$0
<b>ALTERNATE #2 - 7:30 minute response time Novi, 8:00 minute response time Northville</b>				
Year 2013	3-4	\$54,713	2-3	\$0
Year 2014	3-4	\$56,354 maximum	2-3	\$0
Year 2015	3-4	\$58,044 maximum	2-3	\$0
<b>2 yr renewal option</b>				
Year 2016	3-4	\$59,785 maximum	2-3	\$0
Year 2017	3-4	\$61,578 maximum	2-3	\$0
Additional Charges	No additional charges			None
Does the Company intend to use the 2 City of Novi facilities?	The Company plans to use Beck Rd. facility. May be interested in Nine Mile facility, depending on where ambulances are based and deployment plan.			Yes
<b>Voluntary Alternate #3 - Response Time Standard: 8 minutes 00 seconds for 90% of Priority 1 Service for City of Novi and City of Northville, with response time exceptions granted if two or more ambulances are already busy on Novi or Northville Calls</b>				
Year 2013	2-3	\$0		
Year 2014	2-3	\$0		
Year 2015	2-3	\$0		
<b>2 yr renewal option</b>				
Year 2016	2-3	\$0		
Year 2017	2-3	\$0		
<b>Voluntary Alternate #4 - Response Time Standard: 10 minutes 00 seconds for 90% of Priority 1 Service of City of Novi and City of Northville.</b>				
Year 2013	2-3	\$0		
Year 2014	2-3	\$0		
Year 2015	2-3	\$0		
<b>2 yr renewal option</b>				
Year 2016	2-3	\$0		
Year 2017	2-3	\$0		
<b>Voluntary Alternate #5 - Response Time Standard: 10 minutes 00 seconds for 90% of Priority 1 Service for City of Northville only. This option is offered only if the City of Northville wishes to retain our services.</b>				
Year 2013	1	\$0		
Year 2014	1	\$0		
Year 2015	1	\$0		
<b>2 yr renewal option</b>				
Year 2016	1	\$0		
Year 2017	1	\$0		

**AGREEMENT  
BETWEEN THE  
CITY OF NOVI AND  
EMERGENCY MEDICAL SERVICE PROVIDER**

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THIS AGREEMENT made this \_\_\_\_\_ day \_\_\_\_\_, 2012, between the City of Novi, a Michigan Municipal Corporation, herein called the "City," whose address is 45175 W. Ten Mile, Novi, MI 48375 and, \_\_\_\_\_, a \_\_\_\_\_, whose address is \_\_\_\_\_, herein called the "Company,"

WHEREAS, the City desires to provide high quality Advanced Life Support care to persons within the City; and

WHEREAS, the City Council of the City of Novi, on \_\_\_\_\_ passed a resolution and therein resolved that the City shall establish an agreement with \_\_\_\_\_;

NOW THEREFORE, in consideration of the mutual covenants promises made herein, and other valuable considerations, receipt of which is hereby acknowledged, do hereby bind themselves to the following terms and provisions of this Agreement.

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**1. DEFINITIONS APPLICABLE**

The definitions contained in 1990 PA 179, the Emergency Medical Services Act "the Act", specifically Sections 20902 through 20908 (MCL 333.20902-MCL 333.20908), and as exist on the date of this Agreement, shall be applicable to the same terms used in this Agreement.

**2. DESIGNATION OF ADVANCED LIFE SUPPORT PROVIDER**

The City hereby designates the Company as its sole and exclusive provider of Advanced Life Support ("ALS") within the City during the term of this Agreement.

**3. SERVICE**

A. The Company shall provide to citizens of the City a full range of high-quality ALS, including advanced mobile emergency care service, as described in the City's Request for Proposal and Company's response to the City's Request for Proposal, attached to this Agreement as Exhibit B. within the limits of the City, when requested by the Oakland County Central Dispatch, the City Fire and/or Police Departments, or any citizen making a direct request for such ambulance service within the City. The Company shall submit an acceptable deployment plan to the City, specifying the unit coverage within the City limits by hour and

day of the week. The minimum coverage shall be \_\_\_\_\_ ( ) ambulances dedicated for service within, and located within, the City limits at all times and capable of providing advanced life support, as further set forth in this agreement. The Company shall also identify the location(s) that will serve as its base of operations.

- B. The Company shall provide said ambulance service without regard to race, creed, color, sex, sexual preference, age, physical handicap, marital status, national origin, ancestry, financial ability to pay, or location within the City.
- C. The Company shall, within its service district, promptly and competently provide ambulance service in accordance with the terms and conditions of this Agreement whenever requested by any of the agencies or person set forth in Paragraph 3.A. above. The Company, as the sole and exclusive provider of ALS services within the City shall, in accord with the provisions of this Agreement, promptly and competently, provide ALS care service according to the Performance Standards outlined in Section 10 below.
- D. The Company shall provide ambulance units, as requested, to stand by at the scenes of fires, hazardous materials incident, and fire training. These units shall not leave the incident unless released by the incident commander. The ambulance units shall assist in medical evaluation of emergency personnel as required.
- E. The Company shall make available a decontamination facility for City of Novi police and fire department personnel. This facility may be located at the Company's location and shall provide showers and laundry equipment in compliance with the applicable requirements. The facility shall be available on a twenty-four (24) hour seven (7)-day a week basis, with a fifteen (15)-minute advance notifications.
- F. The Company shall provide disposal service for any and all contaminated materials generated by the Police Department and Fire Department. Waste will be bagged and tagged with appropriate labels by City personnel, with the assistance of Company personnel if requested and forwarded to the Company for disposal.
- G. The Company shall provide a plan for restocking expendable medical supplies utilized by medical first responders that complies with Medicare/Medicaid reimbursement regulations and guidelines.
- H. The Company may use a portions the building located at 25804 Beck Road, known as "Old Fire Station No. 4", as set forth herein. The Company may have access to the vehicle bay area to allow a vehicle (or vehicles) to be temporarily parked while providing service within the City under the Agreement.

Personnel and crew members on duty and assigned to an ambulance providing service within the City may also have temporary access to the interior living or

“quarters” area of the building. The Company may temporarily place appropriate furnishings in those areas for its personnel and crew members actively engaged in providing service within the City, subject to control by the City through the Director of EMS/Fire Operations or designee. The City shall not be responsible for lost, damaged or stolen personal property belonging to the Company or its employees. The Company should maintain renter’s insurance for the Company’s building contents, and hereby holds the City harmless for lost, damaged or stolen personal property.

The City shall for all purposes remain the owner of the building and shall have access to any and all areas of the building at any and all times, without notice to the Company.

The Company shall pay to the City \$600 per month to defray the cost of providing the vehicle space, payable in advance on the 30<sup>th</sup> day of each month. The Company shall also reimburse the City for the actual cost of all utilities (gas, electric, telephone or other communications, water, sewer, etc.), which shall be payable with 30 days of notice to the Company. Any taxes assessed against the Company as a result of its use of the building or property as described herein may be credited against the amounts due hereunder.

The Company will be responsible for snow/ice removal and maintaining the sidewalks and driveway/parking at 25804 Beck Road. The City will maintain the building and grounds.

The right of access provided in this paragraph H shall not be considered a property interest. The building is City property, the City shall be authorized to revoke the access granted under this paragraph H at any time, and for any reason, without compensation; provided, however, that any payments and/or utility obligations shall be prorated to the time of such revocation. The Company shall indemnify and hold harmless the City, its City Council, officers, employees, agents, volunteers and contractors, from any and all causes of action, actions, claims, or demands, and from any damages to persons or property of any kind whatsoever, including the building, arising out of the Company’s use, or the use of its personnel or crew members, of the building or property, and shall reimburse the City and its agents and employees for any cost or fees incurred in the defense of or to remedy any such causes of action, actions, claims, demands, or damages.

- I. The Company may use a designated space within the City’s current Fire Station No. 3, located at 42785 Nine Mile Road, upon terms and conditions to be set by the Director of EMS/Fire Operations or designee, and subject to the following limitations:
  - (a) The Company shall have temporary access to a designated area within the vehicle bay area, for the parking of one vehicle in connection with the provision of services under the Agreement. The location shall be established by the Director of EMS/Fire Operations and shall not interfere with the

operations of the City's fire department within the building or the bay area. The Company and its crew shall at all times cooperate with the City and the direction of any City fire personnel with regard to the location, moving, and removal of the vehicle in a way that coordinates with the activities of the fire department.

- (b) The Company's personnel and crew members shall have temporary access to the interior living or "quarters" areas of Fire Station No. 3, pursuant to rules established by the Director of EMS/Fire Operations or designee, which may include temporary reasonable, and non-destructive use of the existing tables, chairs, kitchen facilities, and bathroom facilities within these interior areas of the building. The Company may also temporarily provide its own appropriate furnishings for use by personnel and crew members actively engaged in service within the City under the Agreement. Any furnishings that the Company or its personnel or crew members provide must be approved by the Director of EMS/Fire Operations or designee as to type and location, and shall not interfere with the operations or activities of the City Fire Department or its personnel. The Company acknowledges that such furnishings may be used by the fire department personnel during hours that the department staffs the building. The City shall not be responsible for lost, damaged or stolen personal property belonging to the Company or its employees. The Company should maintain renter's insurance for the Company's building contents, and hereby holds the City harmless for lost, damaged or stolen personal property.
- (c) The Company shall have the temporary access described in (b) above at night and on weekends when Fire Station No. 3 is not staffed by City fire personnel; provided however, that the Fire Chief or designee may extend those hours by notification in writing to the Company, and further provided that the Director of EMS/Fire Operations or designee may establish additional terms and conditions with regard to use of the building and any facilities or furnishings during any times that the building is staffed by City fire personnel.

The City shall for all purposes remain the owner of the building and shall have access to any and all areas of the building at any and all times, without notice to the Company.

The right of access provided in this paragraph I shall not be considered a property interest. The building is City property, the City shall be authorized to revoke the access granted under this paragraph at any time, and for any reason, without compensation; provided, however, that any payments and/or utility obligations shall be prorated to the time of such revocation. The Company shall indemnify and hold harmless the City from any and all causes of action, actions, claims, or demands, and from any damages to persons or property of any kind whatsoever, including the building, arising out of the Company's use, or the use of its personnel or crew members, of the building or property, and shall reimburse the City and its agents and employees for any costs or fees incurred in the defense of or to remedy and such causes of action, actions claims, demands, or damages.

#### 4. SERVICE DISTRICT

- A. The Company will be approved to participate in the Medical Control Authority (OCMCA) and be in good standing. Pursuant to the OCMACA System Protocol, and the authority vested in the City therein, the City's Fire Department is designated as the provider of first response Basic Life Support (BLS) Agency to all incidents of injury or illness within the City of Novi. The City will staff Fire Department based BLS (transport and non-transport) units for improved response time in all response districts as personnel and other resources become available. Additionally, it may also include first response police officers trained in Automatic External Defibrillators, CPR and First Aid.
- B. The Company agrees that if it receives a call for ALS or Emergency Medical Aid within the City boundaries from a source other than the City's Fire Department, the Company shall immediately notify the City's Fire Department and relate all details of the call. The City shall determine the need to send the Fire Department to any incidents.
- C. Independent Contractor Status. The parties to this Agreement intend that the relationship between them created by this Agreement is that of service provider and service purchaser. It is expressly agreed, understood and intended that no employee-employer relationship shall exist or be established and that Company is an independent contractor who has been retained to render Services to City to achieve specific results in exchange for specified recompense. As an independent contractor, Company expressly agrees that, for purposes of this Agreement, the Company does or shall:
1. Perform or agree to perform specific Services in exchange for specific payments of money;
  2. Determine and control the means of performing the Services, within such general parameters or specifications as may be provided by the City;
  3. Be responsible for the satisfactory completion of the Services that Company performs or agrees to perform and may be held liable for failure to satisfactorily complete such Services;
  4. Receive payment for the Services; and
  5. Hold or has applied for a federal, state or local employer identification number (or the equivalent number applicable in the jurisdiction in which the Services are performed), unless the Company is a sole proprietor who is not required to obtain such an identification number under applicable federal, state or local requirements.

Furthermore, it is understood and agreed that:

- i. In the performance of this Agreement, the relationship of Company to the City shall be that of an independent contractor and not that of an employee or agent of the City, and neither City, nor any agent, employee or permitted subcontractor of Company, shall be or may be deemed to be the employee or agent of, or a servant to, the City;
  - ii. Company will be solely responsible for payment of salaries, wages, and other compensation for its employees and agents;
  - iii. Neither the Company nor any officer, agent, employee or subcontractor of the Company shall be eligible for coverage under or eligible to receive the benefits of the City's workers' compensation, unemployment or health insurance, pension plans or other benefit plans;
  - iv. Company is and shall perform under this Agreement as an independent contractor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical/health benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Agreement; and
  - v. Company, as an independent contractor, is not authorized to enter into or sign any agreements on behalf of the City.
- D. The City's Fire Department shall make decisions regarding transport within its level of licensure and authorization, and is not obligated to wait any specific period of time to make that decision.
- E. The Company shall transport the patient to any facility requested by the patient or the patient's representative unless the situation requires transportation to the nearest appropriate medical facility in accordance with the Oakland County Protocol.
- H. In the event that the Company is unable to provide the required ambulance service within the City, the Company shall be responsible for obtaining a secondary source of service to act in the Company's place. The company providing the secondary source of service shall provide the same level of service as required under this Agreement.
- I. In the event that Company utilizes equipment belonging to the City's Fire Department at an emergency incident, such equipment shall be returned within twenty-four (24) hours of the incident to the Fire Department no later than the next

working day.

**5. COMMUNICATIONS**

- A. The Company shall maintain a dedicated telephone line at its expense between the City's Dispatch Center and the Company. The Company shall utilize a nationally accepted Medical Priority Dispatch System and all dispatch personnel shall be certified in the program in use as well as Emergency Medical Dispatch (EMD). Dispatchers shall provide pre-arrival emergency care instructions to the calling party when appropriate. The Company will provide a method to communicate to the Novi Fire Department the response mode "priority or non-priority" status.
- B. The Company shall also establish and maintain a secondary Public Safety Answering Point (PSAP) connected to the City's Dispatch Center, at the expense of the Company.
- C. The Company shall provide direct two-way communication for the primary ambulance units assigned to the City. The Company reserves the right to obtain either hand-held radio(s) or vehicle mounted radios. The City under its existing Federal Communications Commission (FCC) licensure will authorize the use of radio equipment.
- D. Notification of units dispatched in a standby mode shall be made through the normal communications channels.
- E. The Company shall record all telephone and radio communications received and retain the recording for a minimum of one (1) year, and must be retained indefinitely upon notification by the City of a need for particular telephone and radio communications.

**6. COOPERATION WITH CITY OF NOVI CENTRAL DISPATCH AND OAKLAND COUNTY CENTRAL DISPATCH**

- A. The Company's communication equipment shall have the capability of communicating with Oakland County Central Dispatch.
- B. The Company shall establish radio dispatch protocols and other policies and procedures that it deems necessary and proper regarding the ambulance service. All copies of protocols, policies, and procedures shall be provided to the City.
- C. The protocols, policies and procedures, and any and all amendments, shall be followed and addressed by the Company.

**7. COMPLIANCE WITH FEDERAL AND STATE LAWS, LOCAL ORDINANCES, AND RULES AND REGULATIONS**

- A. The Company shall comply with all applicable laws of the United States of

America, State of Michigan, and local ordinances, now or hereafter existing, and with all applicable Federal and State rules and regulations, now or hereafter existing relating to any of the services provided pursuant to this contract.

- B. The Company shall specifically comply with applicable provisions of the Emergency Medical Services Act, 1990 PA 179, MCL 333.20901-333.20979, including any future amendments or additions thereto, together with any rules and regulations promulgated hereunder, now or hereafter existing or amended.

**8. MINIMUM STANDARDS FOR AMBULANCE**

- A. Each ambulance shall at all times when in use, meet and be equipped to meet all Federal, State, County and City requirements. Documentation of Michigan Department of Consumer and Industry Services, EMS Division (MDCIS-EMS) inspections and proof of licensure shall be provided to the City upon request.
- B. Upon the City's request, the Company, subject to all applicable laws, shall provide the City with any and all personnel information that is part of the employee record with the Company. Vehicle chassis over five (5) years old are not acceptable. Maintenance logs shall be maintained for each ambulance and be available for inspection. The Company shall indicate to the City what preventative maintenance programs are in place and shall provide the City with the procedures used to maintain the ambulances including how, when and where the vehicles are serviced.
- C. Each ambulance shall be of model, make, and condition to ensure safe and comfortable transportation in the patient's compartment.
- D. All ambulance vehicles responding within the City shall be subject to periodic inspection by the City's Fire Department to insure that the requirements of this Agreement are maintained. The Chief of the City's Fire Department shall determine the frequency and location of the inspection. The Fire Department may order the repair or replacement of a particular ambulance unit at its discretion if it is deemed substandard for use in the City.

**9. PERSONNEL REQUIREMENTS & TRAINING**

- A. The Company and the City shall mutually agree upon the personnel assigned to each ambulance unit operating within the City.
- B. Two (2) attendants who shall meet all Federal, State, County, and City licensing requirements shall staff each ambulance. Attendants shall be required to maintain all licensing qualifications as required currently and as may be required in the future, while this Agreement is in effect. Ambulance attendant licenses must be filed with the Director of EMS/Fire Operations Office.
- C. At least one attendant on each advanced life support (ALS) unit will be licensed by the State of Michigan, Certified in Advanced Cardiac Life Support by the

American Heart Association, and certified in Basic Trauma life Support by the American College of Emergency Physicians (or a recognized equivalent).

- D. The Company shall provide the City with the criteria used to screen personnel to determine whether a particular employee qualifies as an ambulance driver.
- E. All ambulance drivers shall be required to attend a nationally recognized driver training program.
- F. The Company shall have a random and probable cause drug-testing program for personnel working in the City.
- G. The City's Police Department shall provide a complete criminal history (CCH) and complete driving history of all Company Paramedics and Emergency Medical Technicians working in the City.
- H. Company Personnel with two (2) or more convictions for Operating Under the Influence of Liquor (OUIL), Unlawful Blood Alcohol Level (UBAL), Operating While Intoxicated (OWI), Operating While Visibly Impaired (OWVI), Operating While Under the Influence of Narcotics (OUIN), or any two (2) or more convictions of any combination thereof, shall not be allowed to work in this area. Company personnel with a conviction for Operating Under the Influence of Liquor (OUIL), Unlawful Blood Alcohol Level (UBAL), Operating While Intoxicated (OWI), Operating While Visibly Impaired (OWVI), or Operating While Under the Influence of Narcotics (OUIN), in the last five (5) years shall not work in this area.
- I. Any Company personnel with a conviction for Criminal Sexual Conduct (CSC) or violation of any Controlled Substances Act shall not be allowed to work in the City.
- J. Any Personnel with a conviction for theft or larceny within the last five (5) years shall not be allowed to work in the City.
- K. The Company shall notify the Oakland County Medical Control Board and the State Division of Emergency Medical Services if any of its Paramedics or Emergency Medical Technicians are criminally charged with any felony, or terminated from employment for any alcohol and/or controlled substance, or larceny problem.
- L. The Company shall provide training on an annual basis for ambulance personnel operating in the City of Novi on their role and responsibilities within the framework of the Incident Command System.
- M. The Company shall train all ambulance personnel to the hazmat first responder awareness level as designated by the Michigan Firefighters Training Council. The Company shall submit documentation of this training.

- N. In addition to all other requirements set forth in this Agreement, the Company agrees that all attendants will meet the following qualifications:
- a. Non-addiction to intoxicating liquors, narcotics or other drugs.
  - b. The Company should consider convictions and pending charges for crimes involving dishonesty and/or violence that directly bear on the applicant's suitability for the job
  - c. For purposes of communication with dispatch, callers, and medical facilities, shall be able to read, speak, and write the English language;
  - d. Have a minimum qualification of a State of Michigan licensed basic Emergency Medical Technician;
  - e. Be of sound physique, possessing eyesight corrected to at least 20/40 in the worst eye, and free of physical defects or diseases which might impair the ability to drive or attend an ambulance;
  - f. e. For attendant-drivers only: must hold currently valid chauffeur's or operator's permits for the State of Michigan; and
  - g. Where reasonable grounds exists, the Director of EMS/Fire Operations or Director of Public Safety/Chief of Police may exercise a veto over the personnel of the ambulance assigned to respond to calls within the City.
- O. The Company shall be present for certain community activities including, but not limited to: Fall for Novi, Safe Kids Night, Station Drills, and Special Meetings as determined by the City. The City will notify the Company if participation in the event is in an official capacity to respond to emergencies or for another purpose.
- P. The Company shall provide suitable uniforms for all personnel and shall be responsible for repair and/or replacement of all uniforms.

## 10. PERFORMANCE STANDARDS

- A. Response times to emergency requests within the City shall be calculated as the actual elapsed time in minutes and seconds from the time of the call back number, nature of the request, and location of the patient as known to the Company's system status controller (dispatcher), to the time when the Company's first appropriate emergency vehicle arrives at the scene. When multiple ambulances are sent to the same emergency incident, only the response time of the first ambulance to arrive at the scene will be counted. Where the patient is located in a residential, commercial, industrial building or complex, the response time will be calculated to the time the Company's ambulance arrives at the specific building or entrance.
- (1) At least fifty (50) runs will be used to calculate response time performance.
  - (2) In the event that less than fifty (50) successive calls are received within an area, in a given month, successive calls in the following month will be included to reach a total of fifty (50) calls.

- B. ALS Response Times. The Company guarantees Priority I service, emergency response by an ALS ambulance in \_\_\_\_\_ minutes or less 90% of the time, twenty-four (24) hours a day, seven (7) days a week, three-hundred sixty-five (365) days a year. Except for extenuating circumstances, no response (Priority I) shall exceed twelve(12) minutes. Response time to non-emergency, or downgraded calls, shall be less than twelve (12) minutes, 90% of the time and shall not exceed fifteen (15) minutes, except for extenuating circumstances. The Company shall notify the City within five (5) business days, in writing, of those responses that exceed the parameters of this Agreement.
- C. The Company shall provide ALS "move-up" response to the City when the Company ALS unit is committed to a previous response, or when requested for back-up on multiple patient incidents. The "move up" response shall not include either of the two dedicated vehicles providing primary service. When the City requests such response, the Company guarantees emergency (Priority I) response in eight (8) minutes or less, 90% of the time. Except for extenuating circumstances, no response shall exceed twelve (12) minutes. Response time to non-emergency or downgraded calls shall be less than fifteen (15) minutes, 90% of the time. The Company shall notify the City within five (5) business days, in writing, of those responses that exceed the parameters of this Agreement.
- D. The Company shall submit to the City a mutual aid resource plan showing the average number of Advanced ambulances that could be provided for a back-to-back or multi-casualty accident. The plan must contain typical response times based on average activity. The plan must also contain contingency planning for multiple back-to-back incidents across the City of Novi geographical area.
- E. The City's Fire Department shall retain scene control at all incidents within the City. Medical Authority shall be given to the first arriving/senior medical personnel in accordance with Oakland County Protocol. The Incident Management System shall be utilized for scene management and the Company agrees to familiarize its personnel in the function and operations of the City.
- F. Telephone and radio communications shall be recorded to allow review for quality assurance. The Company will work with the City to define an acceptable reporting mechanism and audit process to verify performance. The Company will allow the City to verify compliance with this Agreement.

## **11. QUALITY ASSURANCE**

- A. The Company shall provide a description of the Quality Assurance Program in place to continually assess the quality of treatment by EMS Personnel.

## **12. COMPANY REPORTS**

- A. The Company shall submit to the City's Fire Department a monthly management

report which shall include parameters mutually agreed to by the parties. The Company will supply the City with this report no later than the 5<sup>th</sup> day of each month regarding compliance and exceptions with the terms of this Agreement.

- B. A supervisory member of the Company's staff shall participate in a monthly meeting with the Director of EMS/Fire Operations to assess the services provided by the Company to the City.
- C. The Company shall submit, not later than February 1<sup>st</sup> of each year, an Annual Report to the City Manager, Director of Public Safety/Chief of Police, and the Director of EMS/Fire Operations summarizing the services which have been rendered to the citizens of the City of Novi.

### 13. COMPLAINT RESOLUTION

In the event that a complaint is made regarding the service provided by the Company, the following procedure shall take place:

- 1. The Complaint shall be referred to the City of Novi Oversight Committee for investigation and review.
- 2. In the event that the Complaint is not resolved, the matter shall be forwarded to the Quality Improvement Committee of the Medical Control Authority.

### 14. INSURANCE REQUIREMENTS

The Company agrees, at its own expense, to secure and maintain the following insurance coverages. The City, its agents, employees, and elected officials shall be listed as additional named insureds on all General Liability, Professional Liability, and Umbrella policies listed below and shall give the City a thirty (30) day written notice of any change in such insurance policies.

- A. **Worker's Compensation Insurance:** The Company shall procure and maintain during the life of this Agreement, Worker's Compensation Insurance, including employer's liability in accordance with all applicable statutes of the State of Michigan.
- B. **Commercial General Liability Insurance:** The Company shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "occurrence basis" with limits of liability of not less than Five Million (\$5,000,000.00) Dollars per occurrence and/or aggregate combined single limit, personal injury, bodily injury, property damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Complete Operations Coverage; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Annual Contract Aggregate applicable to this Agreement.

- C. **Motor Vehicle Liability:** The Company shall procure and maintain, during the life of this Agreement, Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than Five Million (\$5,000,000.00) Dollars per occurrence combined Bodily Injury and Property Damage. Coverage shall include all owned, non-owned, and hired vehicles.
- D. **Ambulance and Professional Malpractice Liability:** The Company shall procure and maintain during the life of this Agreement, Ambulance Professional Malpractice Liability Insurance in an amount of not less than Five Million (\$5,000,000.00) Dollars per occurrence and/or aggregate combined single limit for bodily injury and personal injury arising out of operations.
- E. **Additional Insured:** Commercial General Liability Insurance, Motor Vehicle Liability Insurance, and Ambulance Professional Malpractice Liability Insurance, as described above, shall include an endorsement stating the following as "Additional Insureds"; the City of Novi, its City Council, allemployees, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or volunteers thereof. Said coverage shall be primary coverage rather than any policies and insurance self-insurance retention owned or maintained by the City. Policies shall be issued by insurers who endorse the policies to reflect that, in the event of payment of any loss or damages, subrogation rights under those contract documents will be waived by the insurer with respect to claims against the City
- F. **Cancellation Notice:** Worker's Compensation Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance and Ambulance Professional Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) Days Advance Written Notice of Cancellation, Non-renewal, Reduction, and/or Material Change shall be sent to the City of Novi, 45175 W. 10 Mile Road, Novi, MI 48375."
- G. **Proof of Insurance:** The Company shall provide to the City certificates of insurance and policies in full compliance with specifications listed below:
1. Two (2) copies of the Certificate of Insurance for Worker's Compensation Insurance;
  2. Two (2) copies of the Certification of Insurance for Commercial General Liability Insurance;
  3. Two (2) copies of Insurance for Vehicle Liability Insurance;
  4. Two (2) copies of Certificate of Insurance for Ambulance Professional Malpractice Liability Insurance.
  5. If so requested, Certified Copies of all policies mentioned above will be furnished.

- H. If any of the above coverages expire during the term of this Agreement, the Company shall deliver renewal certificates of insurance to the City at least the (10) days prior to the expiration thereof.

**15. RATES AND FEE COLLECTION**

The Company shall be responsible for the collection of any and all fees due and owing to it by those persons furnished with emergency ambulance service.

- A. The City and Company shall mutually establish the fee schedule for emergency medical services delivered in the City. The Company agrees that its fees shall be reasonable, commensurate with the services rendered and not in excess of fees customarily charged in this region for similar services. A request by the Company to increase the rates must be made at least ninety (90) days prior to the proposed effective date of the rate change. The Company shall not request more than one increase in rates in any 365-day period.
- B. The City reserves the right to review all patient billing. An audit of the patient billing and other financial information pertaining to the services rendered within the City shall be conducted by auditors chosen by the City, with the consent of the Company. Such audits shall be conducted at least once year, unless the City determines that such an audit is not necessary. The regularly scheduled audits shall be paid for equally between the parties. The Company reserves the right to retain its own auditor to review the records without regard to the Fire Department. Any and all discrepancies of outcomes between the auditing firms shall be reconciled between the firms and reported to the parties. The parties agree to abide by the determination of the auditors regarding calculation amounts or when audits determine that fees are owed to either party for the billings for service within the City.
- C. The Company shall not charge the City for any service rendered under this Agreement. The City shall have no responsibility or liability for any person's refusal or failure to pay the Company for services rendered.
- D. The collection procedures utilized by the Company shall be humane and designed to maximize reimbursement through Medicare, Medicaid and other third-party payors, and shall comply with all applicable state, local and federal laws and regulations.
- E. The Company shall provide a reasonable level of uncompensated care for indigents requiring pre-hospital and transport services.

**16. TERM**

- A. This Agreement shall be effective for three (3) years from January 23, 2013 to January 22, 2016. Upon mutual consent of the City and the Company, the contract

may be renewed for two (2) years.

- B. The Company shall prepare an implementation schedule, which shall not exceed 45 days after award of the contract.

## 17. **TERMINATION OF AGREEMENT**

- A. **Termination for Cause.** Continuous or uncorrected violations of the provisions of this Agreement for ten (10) days shall be sufficient cause for the City to immediately terminate this Agreement. Examples of violations include, but are not limited to the following:
  - 1. Failure to respond to a call.
  - 2. Failure to respond within reasonable time limits under this Agreement.
  - 3. Failure to meet requirements of this Agreement for equipment and personnel.
- B. **Termination of Agreement Without Cause.** The City may terminate this Agreement without cause and for any reason by providing written notice to the other party ninety (90) days prior to the date of termination.
- C. In the event that the Company ceases to conduct business in the normal course, becomes insolvent, makes any assignment of its business for the benefit of creditors, suffer or permits the appointment of a receiver or similar officers for its business or assets, or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute relating to insolvency, or the protection of rights of creditors, or allow any creditor to seize its property by lien, levy, or writ of execution, and such condition is not remedied within thirty (30) days after written notice is given by the City, the City shall have the right to terminate this Agreement forthwith, anything herein to the contrary, notwithstanding, effective upon written notice thereof.

## 18. **INDEMNIFICATION, HOLD HARMLESS AND LITIGATION DEFENSE**

Company agrees to fully indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers and contractors from any claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from:

- A. Acts or omissions by the Company, its agents, employees, servants and contractors in furtherance of execution of this Agreement, unless resulting from the sole negligence and tort of the City, its officers, employees, agents and contractors.

- B. Violations of state or federal law involving a determination of anti-competitive practices or policies, whether administrative or judicial, arising from the nature and extent of this Agreement.
- C. The Company shall pay to the City all sums of money, including interest, which City shall become liable to pay pursuant to Judgment, or shall pay in settlement of any such claim, after obtaining written agreement from the Company's attorneys regarding said settlement.
- D. The Company agrees to defend the City from and against any and all actions or causes of action, claims, demands or whatsoever kind or nature arising from the operations of the Company and due to the acts or omissions of the Company or its agents, including, but not limited to, acts of omissions alleged to be in the nature of gross negligence or willful misconduct. The Company agrees to reimburse the City for reasonable attorney fees and court costs incurred in the defense of any actions, suits, claims or demands arising from the operations of the Company under this Agreement due to the above-referenced acts or omissions of the Company, and its agents.

**19. PROHIBITION AGAINST ASSIGNMENT**

The Company shall not assign any of its rights or duties under this Agreement without the expressed written consent of the City.

**20. INVALID PROVISION**

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted. In the event that the City, in its opinion, or by administrative or court determination, discovers that this Agreement violates state or federal law as being anti-competitive, then the entire Agreement shall be voidable, at the option of the City.

**21. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties and contains all of the Agreements between the parties with respect to the subject matter hereof. This Agreement supersedes any and all other Agreements, either in writing or oral, between the parties hereto with respect to the subject matter hereof.

**22. AMENDMENT AND WAIVER**

No change or modification of this Agreement, including this Paragraph 22, shall be valid unless the same shall be in writing and signed by the City and the Company. No waiver of any provision of this Agreement, including this Paragraph 22, shall be valid unless in writing and signed by the party who is alleged to have waived the provision.

**23. THIRD PARTY BENEFICIARY STATUS**

This Agreement is intended solely for the benefit of the parties hereto, and it is not intended to benefit any other person or entity. No provision of this Agreement shall be used by any other person or entity, including patients, representatives of patients, technicians or employers or prospective employers of a technician, to impose any obligation, duty, or standard of care or practice upon either of the parties different from, or in addition to, whatever obligations, duties or standards may exist separate and apart from this Agreement.

**24. MISCELLANEOUS**

The Company agrees that during a major emergency as defined herein, the Director of EMS/Fire Operations or designee shall be empowered to utilize any ambulance company and its equipment in assisting in any medical emergency.

**25. NOTICES**

Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:

City: Maryanne Cornelius, City Clerk, City of Novi, 45175 Ten Mile Road, Novi, MI, 48375

Company:

**26. JURISDICTION AND VENUE OF CONTRACT**

This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.

IN WITNESS WHEREOF, the Company and the City have set their hands and seals the day and year first above written.

\_\_\_\_\_ (Company), a  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

STATE OF MICHIGAN )  
 ) ss  
COUNTY OF OAKLAND)

The foregoing Agreement was acknowledged, signed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_

CITY OF NOVI, a Michigan municipal corporation

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Its: Mayor Robert J. Gatt

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Its: City Clerk Maryanne Cornelius

STATE OF MICHIGAN )  
 ) ss  
COUNTY OF OAKLAND )

The foregoing Agreement was acknowledged, signed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by Robert J. Gatt, the Mayor of the City of Novi, and Maryanne Cornelius, the City Clerk of the City of Novi.

\_\_\_\_\_  
Notary Public  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_