



## CITY of NOVI CITY COUNCIL

Agenda Item 2  
January 25, 2010

**SUBJECT:** Approve amendments to the current Community Emergency Medical Service, Inc. (CEMS) contract and implement provisions of the enhanced coverage plan to: 1) Allow CEMS access to "old" Fire Station No. 4 daily – 24 hours; 2) Allow CEMS access to designated areas at Fire Station No. 3 daily from 6 p.m. to 6 a.m. and for 24 hours on Saturday and Sunday; 3) To extend the current agreement one additional year through January 22, 2013.

**SUBMITTING DEPARTMENT:** Fire

**CITY MANAGER APPROVAL:** 

### **BACKGROUND INFORMATION:**

The City of Novi and Community Emergency Medical Service (CEMS) currently have a contract as the EMS provider that was signed in January, 2007. The City and CEMS has recommended some amendments to the contract to enhance the delivery of EMS in the City.

These contract amendments submitted to the Consultant Review Committee (CRC) on January 11, 2010. These amendments were approved unanimously by the CRC and with Council approval will implement Phase I and Phase II of the Collaborative EMS enhanced coverage plan as submitted by CEMS and summarized in the December 30, 2009 memo by Deputy Chief Johnson.

The amendments to the CEMS contract include:

Phase I: Allowing access under certain conditions to "old" Fire Station 4 (11 Mile & Beck) to CEMS to provide a stationary location for CEMS vehicles and personnel daily (24 hours). The former Fire Station 4 is not staffed and used currently as a City storage building.

Phase II: Allowing CEMS access for CEMS personnel and a vehicle from 6 pm to 6 am Monday through Friday and also 24 hours each day on Saturday and Sunday. Fire Station 3 is not staffed during those hours and the CEMS vehicle and personnel are not displacing anyone. The percentage of EMS calls for station 3 are 73 percent for 6 pm to 6 am Monday through Friday and also 24 hours each day on Saturday and Sunday.

The contract term is extended one year to January 22, 2013.

**RECOMMENDED ACTION:** Approve amendments to the current Community Emergency Medical Service, Inc. (CEMS) contract and implement provisions of the enhanced coverage plan to: 1) Allow CEMS access to "old" Fire Station No. 4 daily – 24 hours; 2) Allow CEMS access to designated areas at Fire Station No. 3 daily from 6 p.m. to 6 a.m. and for 24 hours on Saturday and Sunday; 3) To extend the current agreement one additional year through January 22, 2013.

	1	2	Y	N
<b>Mayor Landry</b>				
<b>Mayor Pro Tem Gatt</b>				
<b>Council Member Crawford</b>				
<b>Council Member Fischer</b>				

	1	2	Y	N
<b>Council Member Margolis</b>				
<b>Council Member Mutch</b>				
<b>Council Member Staudt</b>				

**ADDENDUM TO EMERGENCY MEDICAL SERVICE  
PROVIDER AGREEMENT**

THIS ADDENDUM is made this \_\_\_\_ day of \_\_\_\_\_, 2010, between the City of Novi, a Michigan municipal corporation, (hereinafter "City") whose address is 45175 W. Ten Mile Road, Novi, Michigan 48375, and Community Emergency Medical Service, Inc., a Michigan corporation, whose address is 25400 W. Eight Mile Road, Southfield, Michigan 48034, (hereinafter "Company").

RECITALS:

WHEREAS, the City and the Company have entered into an agreement for the provision of emergency medical services dated January 22, 2007 (the "Agreement"), as defined in the Emergency Medical Services Act, 1990 PA 179; and

WHEREAS, under the Agreement the City designates the Company as its sole and exclusive provider of advance life support (ALS) within the City for the term of the Agreement; and

WHEREAS, the Agreement includes various terms and conditions, including in particular performance standards that establish obligations to locate ambulances within the City limits and response times and standards for minimum coverage by ambulances dedicated for service within the City; and

WHEREAS, the Agreement expires on January 22, 2012; and

WHEREAS, the City and the Company have discussed various methods by which service coverage and response times could potentially be improved if certain facilities were made available for the location of ambulances used by the Company in connection with the provision of services within the City;;

NOW, THEREFORE, in consideration of the mutual covenants and promises made herein, the parties agree to the following amendments to the January 22, 2007 Agreement for Emergency Medical Services:

1. Paragraph 3, "Service" is amended to add the following subparagraph H:

H. The Company may use a portions the building located at 25804 Beck Road, known as "Old Fire Station No. 4," which is currently vacant, 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” areas 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 Fire Chief or designee.

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 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 from any and all causes of action, action, claims, or demands of any kind whatsoever 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 any such causes of action, action, claims, or demands.

2. Paragraph 3, “Service,” is hereby amended to add the following subparagraph I:
  - 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 Fire Chief 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 Fire Chief 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 Fire Chief 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 Fire Chief 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.
  
- (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 Fire Chief 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, action, claims, or demands of any kind whatsoever 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 any such causes of action, action, claims, or demands.

3. Subsection 10, "Performance Standards," subsections B and C, are amended to read as follows:

B. ALS Response Times. The Company guarantees Priority I service, emergency response by an ALS ambulance in eight (8) 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, provided that by July 1, 2010 the City and the Company will meet and review response times to determine whether the additional locations have assisted in a reduction that allows the parties to establish 7.5 minutes as the new 90% response standard, and, if not, whether the contract should be further reviewed with regards to only the response times. 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 fifteen (15) minutes, 90% of the time and shall not exceed twenty (20) 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, provided that by July 1, 2010 the City and the Company will meet and review response times to determine whether the additional locations have assisted in a reduction that allows the parties to establish 7.5 minutes as the new 90% response standard, and, if not, whether the contract should be further reviewed with regard to only the response times. 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.

4. Section 16, "Term," is hereby amended to read as follows at subsection A:

A. This Agreement shall be effective for six (6) years from January 22, 2007 to January 22, 2013.

5. In all other respects, the January 22, 2007 Agreement shall remain unchanged and in full force and effect.

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

COMMUNITY EMERGENCY MEDICAL SERVICES, INC., a Michigan corporation

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

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

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF OAKLAND    )

The foregoing Agreement was acknowledged, signed and sworn to before me on this \_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_





## Proposed Collaborative EMS Coverage in Western Oakland and Wayne Counties

- The attached maps requested by the City of Novi indicate Ambulance Positioning (Stations & Posts) for day and night coverage. The stations are indicated by the Community EMS (CEMS) logo; additional posts by one mile circle. Within the post designation crews may position themselves anywhere within a one mile radius. CEMS believes the proposed coverage will greatly enhance EMS services in the area.

▪ **Phase I:** The proposed coverage and response plan is greatly improved by placing a 24 hour ambulance at old Fire Station #4 (currently vacant) near Providence Park Hospital. CEMS offers to pay \$600.00/month rent to the City of Novi, plus utilities. CEMS will provide station furnishings for its crews. Novi shall prepare the station for occupancy. CEMS is ready to start upon City approval.

▪ **Phase II:** CEMS will respond in South Novi and the City of Northville from Novi Fire Station #3, at nights and on weekends. This will allow ambulance crews rapid response times via direct routes into those areas of the counties. CEMS will provide station furnishings for its crews. CEMS understands paid, on call firefighters will continue to operate from Station #3 simultaneously from the shared location. CEMS is ready to start upon City approval.

▪ **Phase III:** If the use of Fire Station #3 proves successful, CEMS offers to share occupancy at Station #3 during daytime hours as well. This will allow ambulance crews rapid response times, 24 hours a day via direct routes into those areas of the county. CEMS will pay their utility expenses at Station #3.

▪ The proposed coverage plan is contingent upon the City of Novi's agreement, and modifying the existing written agreement between the City of Novi and CEMS. CEMS desires complementary written agreements with both the City of Novi and the City of Northville.

▪ CEMS desires to extend the expiration term of the proposed written agreements.

▪ **The plan increases 24 hour and daytime paramedic ambulance coverage for:**

- Western area of the City of Novi with one or two, 24 hour ambulances stationed at old fire Station #4, near Providence Park Hospital (improves hospital service too).
- Southern area of the City of Novi, Northville City and Northville Township.
- Northern area of the City of Novi with a unit posted South of Pontiac Trail.
- Northville City and Township with a unit at Fire Station #3.
- Northville Township, City of Northville and Southern City of Novi with a 10 hour a day, peak demand ambulance posted at 6 Mile Road and Winchester in Northville Township.

▪ **This plan also provides supporting paramedic ambulance coverage from:**

- CEMS' Commerce Township, 24 hour Paramedic Ambulance and CEMS HQ.
- System Status Ambulances (Flexibly-deployed or Repositioned) utilized throughout CEMS' coverage area, which can be moved in to post in the area during higher demand.

← Current expires 1/2010; suggest only one year hold at this point. CEM