



CITY of NOVI CITY COUNCIL

Agenda Item C

April 23, 2018

SUBJECT: Approval of First Amended and Restated Agreement Between the City of Novi and Emergency Medical Service provider to include changes to the City of Novi's Emergency Medical Services Contract with Superior Air-Ground Ambulance of Michigan, Inc., to expand the Company's use of City Fire Station property for parking and living quarters purposes, to include access to the City's Fire Station No. 2, and to clarify the scope of access to Fire Station No. 3;

SUBMITTING DEPARTMENT: Public Safety – Fire Department *DEM*

CITY MANAGER APPROVAL: *AK*

BACKGROUND INFORMATION:

On January 8, 2018, Novi City Council approved to award the City's Emergency Medical Services Contract to Superior Air-Ground Ambulance of Michigan, Inc., with the terms and cap of \$800 billing to residents for two (2) years with three (3) one-year renewal options effective January 23, 2018.

On March 2, 2018, Mr. Andrew Brown from Superior Air-Ground Ambulance requested Director of EMS and Fire Operations, Jeffery Johnson to expand and clarify language to section 3 (1.) of the EMS agreement between the City and Superior to improve the definition for the use of Fire Station No. 3 and to add the usage of Fire Station No. 2 with enhancements to sub-sections (a), (b) and (c).

The City Attorney's office has reviewed the amendments and has incorporated them into the Agreement and has no objections to City Council approval of the changes.

RECOMMENDED ACTION: Approval to amended changes to the City of Novi's Emergency Medical Services Contract with Superior Air-Ground Ambulance of Michigan, Inc.

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

THIS FIRST AMENDED AND RESTATED AGREEMENT made this _____ day of _____, _____, between the City of Novi, a Michigan Municipal Corporation, herein called the "City," whose address is 45175 Ten Mile, Novi, MI 48375 and, Superior Air-Ground Ambulance Service of Michigan, Inc. , a corporation, whose address is 2000 Centerwood Dr., Warren, MI 48091 herein called the "Company", hereinafter collectively referred to as "Parties" or singularly as "Party".

WHEREAS, pursuant to Resolution of the City of Novi, City Council, the City and Company entered into the Agreement Between the City of Novi and Emergency Medical Service Provider, on January 8, 2018, for the purpose of providing high quality Advanced Life Support care to persons within the City; and

WHEREAS, the City and the Company desire to amend the Agreement Between the City of Novi and Emergency Medical Service Provider to expand the Company's use of City Fire Station property for parking and living quarters purposes, to include access to the City's Fire Station No. 2, and to clarify the scope of access;

NOW THEREFORE, in consideration of the mutual covenants and promises made herein, and other valuable considerations, receipt of which is hereby acknowledged by the Parties, do hereby bind themselves to the following terms and provisions of this First Amended and Restated Agreement (the "Agreement").

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 Schedule A, 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 three (3) ambulances at all times, 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, HIV status, gender identity or gender expression, 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 (through use of one or more of the three (3) ambulances referenced in Section 3A), 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 person at the location referenced in Section 3H . At this location, Company 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 bio hazard medical and blood or body fluid 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. Company is not responsible for hazardous materials.

- 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 portion the building located at 25804 Beck Road, known as "Old Fire Station No. 4", as set forth herein, for the term of the Agreement as outlined in Section 16. 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 an amount of \$1,000 per month for use of a portion if the building for crew quarters and vehicle staging, payable in advance on the 30th day of each month. The Company shall be responsible for the actual cost of all utilities (gas, electric, telephone or other communications, water, sewer, etc.), which shall be payable directly to the utility and placed in the Company name. 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.

Company and City warrant that this amount is reflective of fair market value and does not take into account the volume or value of any referrals or business otherwise generated between the parties for which payment may be made in whole or in part under Medicare, Medicaid or other federal health care programs and does not involve the marketing, counseling, or promotion of a business arrangement or other activity that violates any state or federal law.

The Company will be responsible for snow/ice removal and maintaining the sidewalks and driveway/parking at 25804 Beck Road. The Company shall pay any

damages to the property that is caused by the Company. 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 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. 2, located at 1919 Paramount, and 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 access to a designated area within the vehicle bay area, for the parking of one vehicle in connection at each Fire Station 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 access to the interior living or "quarters" areas of Fire Station No. 2 and 3, pursuant to rules established by the Director of EMS/Fire Operations or designee, which may include reasonable, and non-destructive use of the existing tables, chairs, kitchen facilities, sleeping quarters/bunk room and bathroom facilities within these interior areas of the building. The Company may also 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. 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 access described in (b) above 24 hours a day. 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.

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 Oakland County Medical Control Authority (OCMCA) and be in good standing. Pursuant to the OCMCA 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 Medical Control Authority 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.
- C. The Parties agree that any duties undertaken under this Agreement will comply in all material respects with all regulations promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-91) and all subsequent amendments, regulations, and guidance thereto ("HIPAA"). The Parties agree that for purposes of HIPAA, the Company's employees and personnel shall be considered workforce members, as that term is defined in 45 CFR 160.103, of City and that no business associate agreement is necessary. Furthermore, the parties shall amend this Agreement or execute any additional documentation to amend the Agreement to conform with HIPAA or any new or revised legislation, rules, or regulations to which they are subject now or in the future (collectively, "Code") in order to insure that the parties are at all times in conformance with HIPAA and the Code.

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 Director of EMS/Fire Operations or designee 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 utilizing the program certified by the National Incident Management System.. 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 which meets the minimum qualifications for a driver's license in the state of Michigan and free of physical defects or diseases which might impair the ability to drive or attend an ambulance;
 - f. For attendant-drivers only: must hold currently valid chauffeur's or driver's license for the State of Michigan; and
 - g. Where reasonable grounds exist, 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, utilizing one or more of the three (3) ambulances referenced in Section 3A, for certain community activities including, but not limited to: City of Novi holiday events and parades, police and fire drills, and other special details as determined by the City and Public Safety Administration. 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 will provide three (3) ambulances at all times, dedicated for service within, and located within, the City of Novi limits. **The Company guarantees Priority I service, emergency response by an ALS ambulance in seven 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 **for the City of Novi**. Except for extenuating circumstances, no response (Priority I) shall exceed ten (10) minutes. Response time to non-emergency (Priority 3), or downgraded calls, shall be less than ten (10) minutes, 90% of the time and shall not exceed twelve (12) 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 any of the three 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 Life Support 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 Medical Control Authority 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 5th 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 or designee to assess the services provided by the Company to the City.
- C. The Company shall submit, not later than February 1st 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 or equivalent self-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, all employees, 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 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 Company shall bill its usual and customary rates, as set forth in the RFP and supplements thereto, as set forth in Schedule A for emergency medical services delivered in the City. The Company agrees that its rates are reasonable and commensurate with the services rendered. 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, except Novi Police Department requested Blood Draw Services. 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 two (2) years from January 23, 2018 to January 22, 2020. Upon mutual consent of the City and the Company, the contract may be renewed for three (3) additional years in one (1) year increments.
- 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 AND SOLICITATION

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

The City agrees not to, directly or indirectly, solicit, or cause or induce on its own behalf or for any third party to solicit, for the purpose of hiring any of Company's employees placed with the City to perform like services for the City for the duration of this Agreement and for one year hereafter; unless mutually agreed by the Company and 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: Cortney Hanson, City Clerk, City of Novi, 45175 Ten Mile Road, Novi, MI, 48375

Company: Mary Franco, Vice President, Superior Air-Ground Ambulance Service of MI, Inc., 2000 Centerwood Dr., Warren, MI 48091

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.

Superior Air-Ground Ambulance Service of Michigan, Inc. (Company), a Corporation

Date: _____

By: Mary Franco
Its: Vice President

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

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

Notary Public
Acting in _____ County, Michigan
My Commission Expires: _____

CITY OF NOVI, a Michigan municipal
corporation

Date: _____

By: Robert J. Gatt
Its: Mayor

Date: _____

By: Cortney Hanson
Its: City Clerk

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing Agreement was acknowledged, signed and sworn to before me on this
_____ day of _____, 20____, by Robert J. Gatt, the Mayor of the City of
Novi, and Cortney Hanson, the City Clerk of the City of Novi.

Notary Public
Acting in _____ County, Michigan
My Commission Expires: _____