



CITY OF GROSSE POINTE WOODS

MEMORANDUM

Date: June 15, 2023

To: Mayor and City Council

From: Frank Schulte, City Administrator *FS*

Subject: Medstar, Inc. Contract

At the June 5, 2023 Committee-of-the-Whole meeting a recommendation was made by city council to approve a 3-year automatic renewal contract with a 4% annual escalator with Medstar Inc. To contract will continue to provide emergency medical services for the city as well as the cities of Grosse Pointe Farms, Grosse Pointe City and Grosse Pointe Park with a subsidy from our city in an amount not to exceed \$63,501 for the first year.

The city attorney has reviewed and approved the contract.

The 2023/24 budgeted amount for the service is \$56,250.00 and will therefore require a budget amendment in the amount of \$7,251.00.

It is Administration's recommendation to city council to approve the budget amendment of \$7,251.00 from prior year reserves account #101-000-692.100 to account #101-349.818.000 in the amount of \$7,251.00 as well as approve the new 3-year automatic renewal contract with Medstar Inc. and authorize the City Administrator to sign the contract.

Fund Certification:

A budget amendment is required from Account No. 101-000-692.100 into Account No. 101-349-818.000 in the amount of \$7,251.00 and that the account number has been verified.

Shaun Murphy

Treasurer/Comptroller Signature

CONTRACT FOR EMERGENCY MEDICAL SERVICES
BETWEEN MEDSTAR, INC.
AND the Cities of Grosse Pointe Woods, Grosse Pointe Farms, Grosse Pointe Park, and
Grosse Pointe

THIS AGREEMENT is effective this 1 day of July, 2023 by and between Medstar, Inc., a Michigan not for profit Corporation, hereinafter referred to as “Medstar”, with its registered and principal office at 380 N. Gratiot, Clinton Township, Michigan 48036, and the City of Grosse Pointe Woods, Grosse Pointe Farms, Grosse Pointe Park, and Grosse Pointe, referred to as “Cities”.

RECITALS

Medstar is a licensed Emergency Medical Services Agency approved and licensed by the Michigan Department of Community Health pursuant to Section 20918 of Public Act 375 of 2000, an amendment to Public Act 368 of 1978, known as the “Public Health Code”, to provide emergency and interfacility ambulance service in, but not limited to, the area of the Grosse Pointe Communities, Wayne County, Michigan.

Cities are desirous of insuring safe, effective, and clinically appropriate ambulance service for persons within the Cities.

Accordingly, Medstar and the Cities agree to the following:

AGREEMENT

The technical terms and phrases used in this agreement have the definitions set out in Act No. 368 of the Michigan Public Acts of 1978, as amended, including Act No. 375 of Michigan Public Acts of 2000, as amended, and the rules and regulation promulgated by the Department of Community Health as amended from time to time. Medstar’s responsibilities under the

agreement are at all times governed by statutes, rules, and regulations pertaining to emergency medical services.

ARTICLE I
SERVICE AREA

The Cities shall be the service area affected by this agreement.

ARTICLE II
SERVICE

Medstar will provide Cities advanced and basic life support ambulance service when request by the Cities as defined in article V.

ARTICLE III
QUALIFICATIONS OF MEDSTAR

Medstar will furnish ambulances and response vehicles licensed by the Michigan Department of Community Health EMS Division, and staffed with personnel appropriate for the license level of each vehicle. Medstar will provide advanced life support (ALS) ambulances staffed by at least one paramedic and one Emergency Medical Technician, and basic life support (BLS) ambulances, staffed by two Emergency Medical Technicians as the basis of this agreement.

Medstar will maintain accreditation by the Commission on Accreditation of Ambulance Services (CAAS) throughout the course of this agreement, and will notify the Cities of any changes to its accreditation status.

ARTICLE XII
PATIENT SATISFACTION SURVEY

Medstar will survey patients receiving services from Medstar under this agreement regarding customer satisfaction through the utilization of an independent, nationally

benchmarked patient satisfaction survey. Survey data will be furnished on a quarterly basis to the City Managers.

ARTICLE IV
MEDICAL CONTROL

The Michigan Department of Consumer and Industry Services has designated a medical control authority for the County of Wayne under Section 20910(1)(k) of the act. Accordingly, the supervision of emergency medical services to be provided by Medstar is under the direction of the Detroit East Medical Control Authority and its designated medical physician director pursuant to Section 20906 of the act.

ARTICLE V
EMERGENCY MEDICAL DISPATCH / CALL CATEGORIZATION

Medstar will maintain a communication link between its dispatch center and the designated dispatch centers utilized by the Cities.

The Cities designated dispatch center will provide Medstar summarized call information including address and cross streets, primary medical complaint of the anticipated patient(s), and the categorization of the request based on the call screening process (if the cities designated dispatch center provides Emergency Medical Dispatch (EMD) call screening utilizing the National Academy of Emergency Medical Dispatch (NAEMD) triage criteria.)

Call Level	Determinant	Ambulance Response Mode	Ambulance Level	First Response Mode	Response Criteria	Time
Echo		RLS	ALS	RLS	8/90	
Delta		RLS	ALS	RLS	8/90	
Charlie		NRLS	BLS	N/I	11/90	
Alpha		NRLS	BLS	N/I	11/90	
Omega	Referral to Alternative Care					

Medstar will utilize the appropriate level and response mode for each response, as categorized through the national criteria. Absent call screen categorization, Medstar dispatch personnel will attempt to categorize the request based on the information received from the city. If the request cannot be clearly categorized, it will be treated as an Echo response in the table above.

ARTICLE VI
RESPONSE TIME

Medstar will respond to requests for services within a reasonable time, consistent with the categorization of the request based on the call screening process and in compliance with any applicable medical control authority protocols. Emergency requests requiring the highest priority of medical response will be monitored to insure an eight (8) minute, 59 second or less response 90% of the time. Emergency requests requiring the less than the highest priority of medical response time will be monitored to insure an eleven (11) minute, 59 second or less response 90%

of the time. Requests that are non-emergency in nature (lift-assists, check-outs, etc.) will receive service times as generated by the status of the EMS system at the time of the request.

Medstar will provide the Cities designated representative quarterly reports summarizing the response time performance data.

ARTICLE VII **INDEMNITY**

The parties mutually acknowledge that liability for services performed pursuant to this agreement is controlled under the applicable provisions of MCL 333.20965. Medstar will defend and indemnify Cities from and for any and all liability or claims arising out of Medstar's performance of services under this agreement. The Cities and Medstar also retain all rights to assert common law indemnification and statutory contribution.

ARTICLE IX **PAYMENT AND FEES TO BE CHARGED**

For all services rendered, Medstar will charge the fees in its Normal Service Fee Schedule (attached here as an exhibit and as amended from time to time) for such service directly to said person, and such fees will be in an amount not higher than those fees charged by it for similar services in each of those communities in which it operates in and about the vicinity of the Cities. Medstar represents and warrants that the fees it charges are reasonable and customary and comparable to the fees charged by other services providers under similar circumstances. During the term of this Agreement, Medstar will provide notice to the Cities of any change in its fee schedule. Medstar will accept assignment of Medicare, Medicaid, and commercial payment, and will collect co-pays and deductibles from the responsible party or, if applicable, from

supplemental insurance. Except as otherwise indicated, the Cities is not obligated to collect and/or pay to Medstar any fees it may charge that are not paid by the responsible party.

In the event that Medstar renders services to a Cities employee who is injured in the line of duty, it will bill the Cities or, if applicable, the Cities worker's compensation carrier.

ARTICLE X **BASE OF OPERATIONS**

Medstar's headquarters and dispatch site is at 380 N. Gratiot, Clinton Township, Michigan 48036.

Medstar deploys its ambulances from various strategic locations within and near the Cities to optimize safe response time performance.

ARTICLE XIII **INSURANCE**

Medstar will secure and maintain throughout the term of this Agreement insurance coverage described below from companies in a form and amount acceptable to the Cities:

A. Worker's Compensation and Employees Liability Insurance in compliance with the statutes of the State of Michigan for the personnel provided by Medstar to staff the "Unit".

B. Comprehensive General Liability Insurance (which includes professional liability) and Automobile Liability Insurance in the amounts set forth below;

General Liability - \$1,000,000 per occurrence, \$2,000,000 in the aggregate.

Automobile Liability - \$1,000,000 combined single limit.

Cities will be named as Additional Insured on such policies. Such insurance will be primary for any liability of Medstar arising out of its indemnification of Cities pursuant to Article VII. Medstar will also maintain Excess Liability in the amount of \$10,000,000 or such

amounts as Medstar deems reasonable from year to year, but in no event less than \$5,000,000. Medstar agrees to furnish a copy of each of the foregoing policies to the Cities at or prior to the execution of this Agreement. Each of these policies must also provide that it may not be modified or cancelled without thirty (30) days prior written notice to the Cities.

ARTICLE XIV
INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Medstar is an independent contractor for all purposes of this agreement. Medstar is not an agent, servant, employee, or appointee of the Cities.

ARTICLE XV
COMPLIANCE WITH LAWS

Medstar will comply with all Federal and Michigan laws and all ordinances of the political subdivisions in which it operates regarding all matters relating to the performance of this agreement including, but not limited to, all such laws and ordinances concerning licensing, training, personnel, and operation of motor vehicles.

ARTICLE VIII
SUBSIDY AND TERM OF AGREEMENT

This Agreement is effective as of the date first written above. The term of this Agreement is for three (3) years from and after July 1, 2023. The Cities shall pay Medstar \$186,000 per year, paid in quarterly payments as an operating subsidy for the services provided. Unless otherwise modified, the subsidy will increase at a rate of 4 (four) percent per year. The division of the subsidy will be determined by the designated city officials from each city.

ARTICLE XVI
TERMINATION

This agreement may be terminated by either part(ies) upon delivery of written notice of termination not less than one hundred and eighty (180) days prior to the effective date of the termination. Such notices will be considered made if deposited in the United State mail with proper postage for first class postage addressed to the following addresses of the respective parties:

City of Grosse Pointe Farms
Shane Reeside, City Manager
90 Kerby Road
Grosse Pointe Farms, MI 48236

City of Grosse Pointe Woods
Frank Schulte, City Administrator
200025 Mack Plaza
Grosse Pointe Woods, MI 48236

City of Grosse Pointe
Peter Dame, City Manager
14147 Maumee Avenue
Grosse Pointe, MI 48230

City of Grosse Pointe Park
Nick Sizeland, City Manager
15115 E Jefferson Avenue
Grosse Pointe Park, MI 48230

Medstar
Kolby C. Miller, Chief Executive Officer
380 N. Gratiot
Clinton Township, MI 48036

At least 60 days prior to the effective date of such termination, the parties will meet in person to discuss the reasons for the Cities Notice of Termination, and Medstar will have 30 days thereafter to address the concerns that prompted the Cities to give Notice of Termination.

ARTICLE XVII
COMPLETE AGREEMENT

This document constitutes the complete agreement between the parties. There are no oral or other written agreements of any nature pertaining to any matter or thing relating to the subject matter of this agreement.

ARTICLE XVIII
NON-DISCRIMINATION

Both parties agree that any services to be provided will be provided in a manner that does not discriminate on the basis of race, religion, color, national origin, sex, age, height, weight, handicap, AIDS, HIV, hepatitis or other infectious disease, marital status, sexual preference, or any other protected classification or source of payment.

Signature page follows

The parties executed this agreement on the date and year written above.

City of Grosse Pointe

BY: _____
Name of Representative

City of Grosse Pointe Woods

BY: _____
Name of Representative

City of Grosse Pointe Farms

BY: _____
Name of Representative

City of Grosse Pointe Park

BY: _____
Name of Representative

Medstar, Inc.

BY: _____
Kolby Miller, Chief Executive Officer