

AMBULANCE SERVICE AGREEMENT

This Agreement is between the City of Novi, a Michigan municipal corporation located at 45175 Ten Mile Road, Novi, Michigan 48375, ("City") and Medstar Inc., a Michigan corporation with its principal place of business located at 380 N. Gratiot Avenue, Clinton Township, Michigan 48843. ("Contractor"). City and Contractor may be referred to collectively as ("Parties") or individually as a ("Party"). This Agreement shall be effective on the date that it is signed by both Parties. ("Effective Date")

In consideration of the mutual covenants promises made herein, and other valuable considerations, receipt of which is hereby acknowledged the Parties do hereby bind themselves to the terms and conditions of this Agreement.

- 1. Agreement Purpose:** After a competitive bidding and selection process in response to City issued Emergency Medical Services RFP Alternate #1 issued May 26, 2023, Contractor was chosen to provide Emergency medical services to City. The Novi City Council has approved establishing an agreement with Contractor. This Agreement defines the roles and responsibilities of the Parties.
- 2. Definitions:** 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.
- 3. Designation of Advanced Life Support Provider:** The City designates Contractor as its sole and exclusive provider of Advanced Life Support ("ALS") during the term of this Agreement. The Parties acknowledge and agree that during a major emergency, the Fire Chief or their designee may utilize any ambulance company and its equipment in assisting with the major emergency.
- 4. Term and Termination:**
 - 4.1.** The ambulance services shall begin on January 23, 2024, at 12:01 a.m., and shall continue until January 23, 2029, at 11:59:59 p.m., unless terminated as provided below. The Agreement will continue for up to three additional one year renewal terms if requested by the City. The Parties may mutually agree to extend the Agreement for one additional year after the end of three renewal terms.
 - 4.2.** The City may terminate this Agreement for cause if Contractor fail to correct a default in their performance within ten (10) days of written notice from the City of the default. Examples of default include failure to respond to a call or to respond within a reasonable amount of time.
 - 4.3.** Additionally, the City may terminate the Agreement in whole or in part, at any time, for any reason, including convenience, upon providing ninety (90) days' written notice to Contractor without incurring any obligation or penalty. Upon receiving a notice of termination, Contractor shall take the following actions: 1) cease providing all services and 2) remove all Contractor property from City facilities. City shall be responsible for paying Contractor for all services provided by Contractor up to the date of termination.

4.4. In the event that the Contractor 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.

5. Scope of Deliverables and Financial Obligations

5.1. Performance Deliverables: Contractor shall provide to City the deliverables described in the attached and incorporated Exhibit II, Contractor Scope of Services and as described in the attached and incorporated Exhibit III, Contractor Response to Proposal for City.

5.2. Financial and Invoice Obligations: Except as otherwise set forth in the Agreement, the City's only financial obligation to Contractor shall be to provide payment for City Police Department requested blood draw services at the rate of \$150 per blood draw. The Contractor submit an invoice to the City Administrator itemizing amounts due and owing under this Contract, as of the date of the invoice. Invoices shall contain the following information: (a) City Contract Number; (b) dates of services provided; (c) itemized list of; (d) Contractor Tax ID Number (federal and State); (e) licenses; and (f) any other information requested by the City. The City shall have no obligation to make a payment under this Contract until an invoice is submitted in the form set forth herein and shall have no obligation to pay for services, which have not been invoiced (as required herein) within sixty (60) Days of Contractor's performance.

5.3 No Obligation for Penalties/Costs/Fines. The City shall not be responsible under any circumstances for any cost, fee, fine, penalty, or direct or indirect, special, incidental or consequential damages suffered by Contractor in connection with the performance of this Agreement.

5.4 Charges for Residents and Non-Residents: After billing insurance, or where no insurance is available, Contractor may not collect from the responsible party more than the amount provided below:

Description	Fee
Novi Resident – Maximum ALS Charge not to exceed amount after insurance/ Medicare/Medicaid.	\$700.00
Novi Resident – Maximum BLS Charge not to exceed amount after insurance/Medicare/Medicaid.	\$700.00
Maximum Sign and Release Charge (Resident/Non-Resident). Not to exceed amount after insurance Medicare/Medicaid.	\$425.00

6. Contractor Warranties:

6.1.Full Knowledge of Agreement Expectations. Contractor warrants that before submitting its proposal and/or entering into this Agreement, it had a full opportunity to review all City requirements and/or expectations for this Agreement. Contractor is responsible for being adequately and properly prepared to execute this Agreement. Contractor has satisfied itself in all material respects that it will be able to perform the Agreement as specified herein.

6.2.Equipment and Supplies. Contractor is responsible for providing all equipment and supplies to perform this Agreement, which are not expressly required to be provided by the City.

6.3.Contractor Licenses. Contractor shall be responsible for maintaining throughout the term this Agreement all licenses, permits, governmental authorizations necessary to perform this Agreement. Upon request by the City, Contractor shall furnish copies of any permit, license, and governmental authorization necessary to fulfil this Agreement.

6.4.Control and Supervision of Contractor Employees. Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Agreement. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employees as well as solely liable for the payment of salaries and wages and other compensation due to its employees and agents. No officer, agent, employee, or subcontractor of Contractor shall be eligible to receive coverage or benefits under any City workers' compensation, unemployment, health insurance, retirement, or other benefit plan. Contractor and its employees may not represent themselves as employees of City nor enter into agreements on behalf of City.

6.5.Acknowledgment of Independent Contractor Status. Nothing in this Agreement is intended to establish an employer-employee relationship between the City and Contractor or any Contractor employee. In no event shall Contractor employees be deemed employees, agents, volunteers, or subcontractors of the City. Contractor shall ensure that Contractor employees are apprised of their and the limitations independent contractors have of this status. Contractor agrees that it and its employees shall:

6.5.1. Not perform or agree to perform specific Services in exchange for specific payments of money.

6.5.2. Be responsible for the satisfactory performance of the services described in Exhibit II Scope of Services. Contractor may be held liable for failure to satisfactorily perform the services as required in this Agreement.

6.6. Iran-Linked Business Certification. Contractor certifies that it is not an Iran-Linked Business. Contractor further certifies that it was not an Iran-Linked Business at the time it submitted its Proposal for this Agreement. Contractor must promptly notify the City, if Contractor becomes an Iran-Linked Business at any time during this Agreement.

6.7. Contractor Taxes. Contractor shall collect and pay its local, state, and federal taxes, including but not limited to, all employment taxes, sales taxes, personal property taxes,

and real property taxes. The City shall not be liable to or required to reimburse Contractor for any local, state, or federal tax of any kind.

6.8. Warranty for Services. Contractor warrants that all services shall be performed in compliance with all applicable laws, statutes, regulations, ordinances, and professional standards.

7. Liability:

7.1 Contractor Indemnification. Contractor shall indemnify, defend, and hold the City of Novi, its elected and appointed officials, employees, volunteers and agents, harmless from all claims, demands, losses, costs, expenses, judgments and settlements, including attorney fees and interest, incurred by or asserted against the City by any person or entity, which are alleged to have been caused directly or indirectly from the acts or omissions of Contractor or Contractor's Employees. The City's right to indemnification is in excess and above any insurance rights/policies required by this Agreement.

7.2. No Indemnification from the City. Contractor shall have no rights against the City for indemnification, contribution, subrogation, or any other right to be reimbursed by the City, except as expressly provided herein.

8. Contractor Provided Insurance. At all times during this Agreement, Contractor shall obtain and maintain insurance according to the requirements listed in Exhibit I.

9. City's Right to Suspend Agreement Performance. Upon written notice, the City may require Contractor to suspend performance of this Agreement if Contractor has failed to comply with federal, state, or local laws or any requirements contained in this Agreement. The right to suspend performance of this Agreement is in addition to the City's right to terminate and/or cancel this Contract. The City shall not incur a penalty, expense, or liability to Contractor if the City suspends performance of this Contract under this Section.

10. Non-Discrimination. Contractor shall not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment or matters related to employment, in accordance with applicable federal and state laws. Contractor shall provide the 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.

11. Conflict of Interest. Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.301, *et seq.* and MCL 15.321, *et seq.*), no contracts shall be entered into between the City and any elected and appointed officials, employees and volunteers of the City, when acting in their personal or official capacity. To avoid any real or perceived conflict of interest, Contractor shall disclose to the City the identity of all Contractor Employees who: a) are employed by the City on the date the Agreement is executed; and b) become employed by the City during the term of the Agreement. Contractor shall also disclose to the City the identity of all City officials, employees and volunteers who a) are employed by Contractor on

the date the Agreement is executed; and b) become employed by Contractor during the term of this Contract.

- 12. Access and Records:** Contractor will maintain accurate books and records in connection with the performance of this Contractor for sixty (60) months after the end of this Agreement and Contractor shall provide the City with reasonable access to such books and records, upon request.
- 13. Audit.** The City or an independent auditor hired by the City may perform Agreement audits (in its sole discretion) and shall have the authority to access all pertinent records and data and to interview any Contractor Employee during the term of this Agreement and for a period of three years after final payment. Contractor shall explain any audit findings, questioned costs, or other Agreement compliance deficiencies to the City within thirty (30) Business Days of receiving the draft audit report. Contractor's written response shall include all necessary documents and information that refute the draft audit report and an action plan to resolve the audit findings. A copy of Contractor's response will be included in the final report. Failure by Contractor to respond in writing within thirty (30) Business Days shall be deemed acceptance of the draft audit report and will be noted in the final report.
- 14. Prior Written Consent for Assignment.** Except by operation of law, neither Party may not assign, delegate, or subcontract any of its duties or rights under this Agreement without the prior written consent of the other Party; provided, however, Contractor may assign or subcontract this Agreement to an affiliate or subsidiary as long as the affiliate or subsidiary is adequately capitalized and can provide adequate written assurances to the City that the affiliate or subsidiary can perform this Agreement. The City may withhold consent, if the City determines that the assignment, delegation, or subcontract would impair performance of this Agreement or the City's ability to recover damages under this Agreement. Contractor shall also provide the City with adequate information to allow the City to make a determination regarding the assignment, delegation, or subcontract. Any assignment, delegation, or subcontract by Contractor must include a requirement that the assignee, delegee, or subcontractor shall comply with the terms and conditions of this Agreement.
- 15. Third Party Beneficiaries.** This Agreement is intended solely for the benefit of the Parties to the Agreement and is not intended to benefit any other person or entity. No provision of this Agreement may be used by any other person or entity to impose an obligation, standard or care or duty upon the Parties different from or in addition to, the duties described herein.
- 16. Amendments and Waivers.** Any changes to this Agreement must be in an amendment to the Agreement and signed by the signatories of this Agreement or their successors. No waiver of any provision of this Agreement will be valid unless this Agreement is amended to reflect the change to that provision of the Agreement.
- 17. Survival of Terms and Conditions.** The following terms and conditions shall survive and continue in full force beyond the termination or cancellation of this Agreement, or any part thereof, until the terms and conditions are fully satisfied or expire by their nature: Section 1.

Agreement Purpose, Section 3 Scope of Service, Section 4 Contractor's Warranties, Section 5 Liability, Section 6 Contractor Provided Insurance.

18. Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Agreement. Contractor shall specifically comply with the applicable provisions of the Emergency Medical Services Act, 1990 PA 179, MCL 333.20901-333.209979, including any future amendments or additions, together with any rules and regulations promulgated thereunder or as amended.

19. Notices. All notices required under this Agreement shall be in writing. Notices shall be effective:

(a) the next Business Day, if personally delivered; (b) the third Business Day, if sent by U.S. mail, postage prepaid, return receipt requested; (c) the next Business Day, if sent by a nationally recognized overnight express courier with a reliable tracking system; or (d) the next Business Day with a receipt of confirmation, if sent by e-mail or fax.

Notice to City: Notice to City shall be addressed to Clerk, City of Novi, 45175 Ten Mile Road, Novi, Michigan 48375, 248-347-0456, clerkdepartment@cityofnovi.org and to the Fire Chief at 45125 Ten Mile Road, Novi, Michigan 48375, 248-348-7100.

Notice to Contractor: Notice to Contractor shall be addressed to: Kolby Miller, Chief Executive Officer, Medstar Inc., 380 North Gratiot, Clinton Township, MI 48036, 586-468-6510, kmiller@medstarambulance.org.

20. Severability. If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms or conditions shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the City harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the City.

21. Governing Laws/Consent to Jurisdiction and Venue. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 47th District of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

22. Entire Agreement. This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties. The individuals signing this Agreement on behalf of their respective Parties warrant that they have the requisite authority to bind their respective Party to the terms of this Agreement.

FOR MEDSTAR INC.

Date

By: Kolby Miller, President/CEO
Its

Notary Public

City

State of _____

Acting in _____ City

My Commission Expires: _____

FOR CITY OF NOVI

Date

By: Bob Gatt, Mayor

Notary Public

City

State of _____

Acting in _____ City

My Commission Expires: _____

EXHIBIT I INSURANCE REQUIREMENTS

During this Agreement, the Contractor shall provide and maintain, at their own expense, all insurance as set forth and marked below, protecting the City against any claims, demands, judgments, settlements, costs and attorney fees. 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. The insurance shall be written for not less than any minimum coverage herein specified. Limits of insurance required in no way limit the liability of the Contractor.

Primary Coverages

Commercial General Liability Occurrence Form including: (a) Premises and Operations; (b) Products and Completed Operations (including On and Off Premises Coverage); (c) Personal and Advertising Injury; (d) Broad Form Property Damage; (e) Broad Form Contractual including coverage for obligations assumed in this Agreement;

\$5,000,000 – Each Occurrence and/or aggregate combined single limit personal injury including bodily injury and property damage. Coverage shall include: (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.

Workers' Compensation Insurance with limits statutorily required by any applicable Federal or State Law and Employers Liability insurance with limits of no less than \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

1. ☐ Fully Insured or State approved self-insurer.
2. ☐ Sole Proprietors must submit a signed Sole Proprietor form.
3. ☐ Exempt entities, Partnerships, LLC, etc., must submit a State of Michigan form WC-337 Certificate of Exemption.

Commercial Automobile Liability Insurance covering bodily injury and property damage arising out of the use of any owned, hired, or non-owned automobile with a combined single limit of \$5,000,000 each accident.

Ambulance and Professional Malpractice 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.

General Insurance Conditions

The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions, and/or endorsements. All certificates of insurance shall provide evidence of compliance with all required terms, conditions and/or endorsements.

1. All policies of insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the City;
2. The insurance company(s) issuing the policy(s) shall have no recourse against the City for subrogation (policy endorsed written waiver), premiums, deductibles, or assessments under any form. All policies shall be endorsed to provide a written waiver of subrogation in favor of the City;
3. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor;
4. The Commercial General Liability shall be endorsed to name 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 as additional insured. 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 contracts documents will be waived by the insurer with respect to claims against the City.
5. If the Contractor's insurance policies have higher limits than the minimum coverage requirements stated in this document the higher limits shall apply and in no way shall limit the overall liability assumed by the Contractor under this Agreement.
6. The Contractor shall require its contractors or sub-contractors, not protected under the Contractor's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Agreement;
7. **Proof of Insurance:** Certificates of insurance must be provided no less than ten (10) Business Days prior to the City's execution of the Agreement and must bear evidence of all required terms, conditions and endorsements as follows:
 - a) Two (2) copies of the Certificate of Insurance for Worker's Compensation Insurance.
 - b) Two (2) copies of the Certificate of Insurance for Commercial General Liability Insurance.
 - c) Two (2) copies of Insurance for Vehicle Liability Insurance.
 - d) Two (2) copies of Insurance for Ambulance Professional Malpractice Liability Insurance.
 - e) If requested, certified copies of all required policies shall be provided.
8. All insurance carriers must be licensed and approved to do business in the State of Michigan along with the Contractor's state of domicile and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the City Administrator.

9. **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."; and provide 30 days' notice of cancellation/material change endorsement.
10. **Renewal Notices:** If any of the required insurance coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates to the City Clerk at least then (1) days prior to their expiration.

EXHIBIT II SCOPE OF CONTRACTOR SERVICES

Contractor shall provide services to the City according to the following specifications:

1. SERVICE GENERAL REQUIREMENTS

- 1.1. **Advanced Life Support ("ALS") Service:** Contractor shall provide to citizens of the City a full range of high-quality ALS, including emergency care service while transporting to the appropriate hospital, as described in the City's Request for Proposal and Contractor's response to the City's Request for Proposal, attached to this Agreement as Exhibit III, within the limits of the City, when requested by the, Michigan State Police 9-1-1 Dispatch, Oakland County 9-1-1 Dispatch, Novi 9-1-1 Communications, any other 9-1-1 Public Service Answering Point, or any citizen making a direct request for such ambulance service within the City.
- 1.2. **Deployment Plan:** Contractor shall submit an acceptable deployment plan to the City Fire Chief within fifteen (15) days of the Effective Date of the Agreement.
 - 1.2.1. The deployment plan shall indicate the number of units required to meet the response time standard and the backfill (move up) strategy and shall specify the unit coverage within the City limits by hour and day of the week.
 - 1.2.2. 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.
 - 1.2.3. Contractor shall immediately notify the City Fire Chief should Contractor determine that additional ambulances are needed beyond the number specified in the deployment plan. Should that occur, Contractor and City shall discuss the proposed revisions to the deployment plan to decide if additional ambulances are necessary and should be provided by Contractor. If the Parties agree to have the Contractor provide additional ambulances, the deployment plan shall be updated to reflect the changes agreed to by the Parties.
- 1.3. **Base of Operations Location:** Contractor shall also identify the location(s) that will serve as its base of operations.
- 1.4. **Prompt and Competent Service:** Contractor shall, within the entire City of Novi, 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 1.1. above. The Contractor, as the sole and exclusive provider of ALS services within the City shall, in accordance with the provisions of this Agreement, promptly and competently, provide ALS care service according to the Performance Standards provided in Section 8.
- 1.5. **Standby as Requested by City:** Contractor shall provide ambulance units, as requested, to standby at the scenes of fires, hazardous materials incidents, 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.

- 1.6. Blood Borne Pathogen Decontamination Facility:** Contractor shall make available a decontamination facility for City of Novi police and fire department personnel. This facility may be located at the Contractor's base of operations location identified in Section 1.3 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.
- 1.7. Disposal of Contaminated Waste:** Contractor 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 Contractor personnel if requested and forwarded to the Contractor for disposal.
- 1.8. Restocking of Medical Supplies:** Within five (5) days of the Effective Date of this Agreement, Contractor shall provide the City Fire Chief with a plan for restocking expendable medical supplies utilized by medical first responders that complies with Medicare/Medicaid reimbursement regulations and guidelines.

2. USE OF CITY FACILITIES:

- 2.1. 25804 Beck Road:** Contractor may use all of the building located at 25804 Beck Road, known as "Station No.5", except for the mezzanine area and the areas above and below the mezzanine, subject to the conditions to be set by the Fire Chief or designee and the requirements set forth herein.
 - 2.1.1. Parking:** Contractor may have access to the vehicle bay area to allow a vehicle (or vehicles) to be parked while providing service within the City under the Agreement.
 - 2.1.2. Payment for Utilities and Taxes:** The Contractor 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 Contractor name. Any taxes assessed against Contractor as a result of its use of the building or property as described herein may be credited against the amounts due hereunder.
 - 2.1.3. Maintenance and Damages:** The Contractor will be responsible for snow/ice removal and maintaining the sidewalks and driveway/parking at 25804 Beck Road. The Contractor shall be responsible for obtaining a waste removal service, which shall pick-up the waste once a week. The Contractor shall pay the City for any damage to the property that is caused by the Contractor. The City will maintain the building and grounds.
- 2.2. 42785 Nine Mile Road:** Contractor may use a designated sleeping quarters, the kitchen, the restrooms and the living 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:
 - 2.2.1. Parking:** Contractor shall have 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 Contractor 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.
- 2.2.2. **Hours of Access:** Contractor shall have the 24 hour access and the Fire Chief or designee may establish additional terms and conditions with regard to use of the building and any facilities or furnishings.
- 2.3. **1919 Paramount Street:** Contractor may use a designated sleeping quarters, the kitchen, the restrooms and the living space within the City's current Fire Station No. 2 located at 1919 Paramount Street, upon terms and conditions set by the Fire Chief or designee, and subject to the following limitations:
- 2.3.1. **Parking:** Contractor shall have 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 Contractor 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.
- 2.3.2. **Hours of Access:** Contractor shall have the 24 hour access described in and the Fire Chief or designee may establish additional terms and conditions with regard to use of the building and any facilities or furnishings.
- 2.4. **Payment for Use of all Three Facilities:** Contractor shall pay the City \$2,500 per month for use of the three City facilities, payable in advance on the 30th day of each month. Failure to pay the City by the fifteenth day of a month shall be grounds for termination of the Agreement.
- 2.5. **Requirement for Facilities for Access to Living Quarters:** Contractor's personnel and crew members shall have access to the interior living or "quarters" areas of the three facilities, pursuant to rules established by the Fire Chief or designee, which may include reasonable, and non-destructive use of the existing tables, chairs, kitchen facilities, and bathroom facilities within these interior areas of the building. The Contractor may also provide its own appropriate furnishings for use by personnel and crew members actively engaged in service within the City under the Agreement. Contractor shall provide their own beds and bedding. Any furnishings that the Contractor or its personnel or crewmembers 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 Contractor acknowledges that such furnishings may be used by the fire department personnel during hours that the department staffs the building. Contractor shall also provide its own cleaning supplies for laundry, dishes, and vehicles.
- 2.6. **Contractor Responsibility for Personal Property:** City shall not be responsible for lost, damaged or stolen personal property belonging to the Contractor or its Contractor Personnel. Contractor should maintain renter's insurance for the Contractor's building contents, and hereby holds the City harmless for lost, damaged or stolen personal property.

2.7. City is Owner of Facilities: City shall for all purposes remain the owner of the buildings and shall have access to all areas of the building at all times, without notice to the Contractor. The right to access the facilities shall not be considered a property interest. The buildings are City property, the City shall be authorized to revoke the access granted under this section 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 Contractor 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 Contractor'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.

3. GENERAL SERVICE REQUIREMENTS:

- 3.1. Oakland County Medical Control Authority:** Contractor 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.
- 3.2. City BLS:** 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.
- 3.3. Reporting Calls Received from other than the City Fire Department;** The Contractor 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 9-1-1 Communications, the Contractor shall immediately notify the City's 9-1-1 Communications and relate all details of the call. The City shall determine the need to send the Fire Department to any incidents.
- 3.4. City Transport Decisions:** 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.
- 3.5. Patient Transport:** Contractor 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.
- 3.6. Requirement to Provide a Secondary Source of Service:** In the event that the Contractor is unable to provide the required ambulance service within the City, the Contractor shall be responsible for obtaining a secondary source of service to act in the Contractor's place. The subcontractor providing the secondary source of service shall provide the same level of service as required under this Agreement.
- 3.7. Use of City Equipment:** In the event that Contractor 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.

4. COMMUNICATIONS

- 4.1. Dispatch:** Contractor shall maintain a dedicated telephone line at its expense between the City's 9-1-1 Communications and the Contractor. The Contractor shall utilize a nationally accepted Medical Priority Dispatch System and all Contract Personnel handling dispatch 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.
- 4.2. E-911 Interface:** At its expense, Contractor shall also establish and maintain a secondary Public Safety Answering Point (PSAP) capable of interfacing with all of the E-911 systems utilized by the City to allow the transfer of E-911 calls including ANI/ALI information to minimize the time required to initiate a response. The ability to utilize a computer aided dispatch system providing optimal system deployment.
- 4.3. Radio Equipment:** Ambulances shall be equipped with mobile and portable 800 MHz radio communications equipment allowing them to communicate with; Contractor's dispatch, local medical first responder, and fire units/Novi 911 Communications. Contractor shall indicate what backup systems exist to facilitate dispatch communications in the event of a failure of the primary radio transmitter.
- 4.4. Priority Status:** Contractor shall follow the Oakland County Medical Control Authority policies regarding approved methods for ALS units to hospital notifications/communications. The Contractor will communicate to the City's 9-1-1 Communications the response mode "priority or non-priority" status after screening 911 calls using Emergency Medical Dispatch. Contractor shall notify the City's 9-1-1 Communications if the response should be downgraded from priority to non-priority status.
- 4.5. AVL System:** Contractor shall provide the City's 9-1-1 Communications with access to Automatic Vehicle Locator (AVL) Systems to track their ambulances. Contractor shall utilize Global Positioning System Technology that will increase accountability and promote greater awareness of the level of service provided by service areas throughout the City. The AVL systems may be used to review vehicle positioning histories, identify locations of existing assets to improve dispatch efficiency, monitor appropriate vehicle usage, and report vehicle movements to pass on information to our Public Safety Team. The AVL technology will be used to improve the efficiency of emergency medical service delivery in the City.
- 4.6.** Contractor shall record all telephone and radio communications received and retain the recording for a minimum of three (3) years and must be retained longer upon notification by the City of a need to retain a particular record for a longer period.

5. COOPERATION WITH CITY OF NOVI 9-1-1 COMMUNICATIONS, OAKLAND COUNTY 9-1-1 DISPATCH AND MSP 9-1-1 DISPATCH:

- 5.1.** Contractor's communication equipment shall have the capability of communicating with City 9-1-1 Communications, Oakland County 9-1-1 Dispatch and Michigan State Police 9-1-1 Dispatch.
- 5.2.** Contractor 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.

- 5.3.** The protocols, policies and procedures, and any and all amendments, shall be followed and addressed by the Contractor.

6. MINIMUM STANDARDS FOR AMBULANCE

- 6.1.** Each ambulance shall, when in use, meet and be equipped to meet all Federal, State, County and City requirements. Contractor's vehicles and personnel shall be licensed by the Michigan Department of Health and Human Services and the Oakland County Medical Control Authority. Copies of vehicle inspections and proof of licensure shall be provided to the City upon request.
- 6.2.** Contractor shall not be permitted to operate vehicle chassis that are over five (5) years old. Maintenance logs shall be maintained for each ambulance and be available for inspection. The Contractor shall indicate to the City what preventative maintenance programs are in place and shall indicate the number of critical vehicle failures per 100,000 miles driven. Contractor shall provide the City with the procedures used to maintain the ambulances including how, when and where the vehicles are serviced.
- 6.3.** Each ambulance shall be of model, make, and condition to ensure safe and comfortable transportation in the patient's compartment. Each ambulance shall be equipped with a GPS mapping system and mobile data terminals or equivalent.
- 6.4.** 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 Fire Chief 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.

7. PERSONNEL REQUIREMENTS & TRAINING

- 7.1.** Within thirty (30) days of the Effective Date of this Agreement, Contractor shall provide the City with a list of all Contractor Personnel who will or may be assigned to perform services under this Agreement. The list shall include each individual's full name, position, title or function they perform, and a copy of any license required by the State of Michigan. This same information must be provided to the Fire Chief within ten (10) days of the hiring of new Contractor Personnel who will provide services under this Agreement. Contractor Personnel means individuals retained by Contractor either as employees or as contracted individuals, to provide services under this Agreement. Contractor shall be required to notify the Fire Chief as soon as a Contractor employee is no longer assigned to the City. Contractor shall be responsible for returning the former Contractor employee's City ID/proximity badge to the Fire Chief. Contractor will be required to pay the City \$10.00 for any badge that is not returned or is lost.
- 7.2.** The City shall have the right to require that Contractor Personnel be assigned to a different facility within the City.
- 7.3.** 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 Fire Chief Office.
- 7.4.** 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).
- 7.5.** The Contractor shall have a random and probable cause drug-testing program for Contractor Personnel providing services under this Agreement. Within thirty (30) days of the Effective Date of this agreement, Contractor shall provide the Fire Chief with a copy of its drug testing policy.
 - 7.6.** Contractor shall perform a complete criminal history (CCH) and complete driving history of each Contractor Paramedics and Emergency Medical Technicians prior to assigning individuals in these positions to provide services under this Agreement. Contractor shall periodically perform both reports on its personnel assigned to provide services to the City.
 - 7.7.** Contractor 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. Contractor 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.
 - 7.8.** Any Contractor 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.
 - 7.9.** Any Personnel with a conviction for theft or larceny within the last five (5) years shall not be allowed to work in the City.
 - 7.10.** The City reserves the right to perform criminal background checks on Contractor Personnel providing services under this Agreement.
 - 7.11.** Contractor shall explain to the Fire Chief how Contractor Personnel are screened to be an ambulance driver and the criteria that are used for qualification and disqualification.
 - 7.12.** All Contractor Personnel who operate vehicles under this Agreement shall be required by Contractor to attend a nationally recognized vehicle training program.
 - 7.13.** The Contractor shall notify the Fire Chief, the Oakland County Medical Control Board and the Michigan Department of Health and Human 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.
 - 7.14.** The Contractor 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 City's Incident Command System.
 - 7.15.** The Contractor shall train all Contract Personnel, assigned to work in ambulances, to the hazmat first responder awareness level that is equivalent to the training provided by the Michigan Firefighters Training Council. The Contractor shall submit documentation for this training to the Fire Chief.
 - 7.16. Training with City Departments:** Contractor Personnel who work in ambulances shall participate in training with the City fire, police and emergency management departments. This training shall include but not be limited to continuing education, emergency management, Incident Command System, active assailant exercises and other related trainings.

7.17. Contractor Personnel Qualifications: In addition to all other requirements set forth in this Agreement, the Contractor agrees that all attendants will meet the following qualifications:

- 7.17.1. Non-addiction to intoxicating liquors, narcotics or other drugs.
- 7.17.2. The Contractor should consider convictions and pending charges for crimes involving dishonesty and/or violence that directly bear on the applicant's suitability for the job
- 7.17.3. For purposes of communication with dispatch, callers, and medical facilities, shall be able to read, speak, and write the English language;
- 7.17.4. Have a minimum qualification of a State of Michigan licensed basic Emergency Medical Technician or Paramedic;
- 7.17.5. 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;
- 7.17.6. For attendant-drivers only: must hold currently valid chauffeur's or operator's permits for the State of Michigan

7.18. Contractor agrees to remove Contractor Personnel from performing services to the City if requested by the Fire Chief or the Director of Public Safety/Chief of Police for cause.

7.19. Contractor shall be present 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 requested by the Fire Chief or the Director of Public Safety/Police Chief. The City will notify the Contractor if participation in the event is in an official capacity to respond to emergencies or for another purpose.

7.20. Contractor shall provide suitable uniforms for all personnel and shall be responsible for repair and/or replacement of all uniforms.

8. PERFORMANCE STANDARDS

8.1. 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 Contractor's system status controller (dispatcher), to the time when the Contractor'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 Contractor's ambulance arrives at the specific building or entrance.

8.1.1. At least fifty (50) runs will be used to calculate response time performance.

8.1.2. 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.

8.2. ALS Response Times. The Contractor will provide three (3) ambulances at all times, dedicated for service within, and located within, the City of Novi limits. **The Contractor guarantees Priority I service, emergency response by an ALS ambulance in seven minutes and thirty seconds 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 twelve (12) minutes. Response time to non-emergency (Priority 3), 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 Contractor shall notify the City within five (5) business days, in writing, of those responses that exceed the parameters of this Agreement.

8.3. Contractor shall provide ALS "move-up" response to the City when the Contractor 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 Contractor guarantees emergency (Priority I) response in ten (10) 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 Contractor shall notify the City within five (5) business days, in writing, of those responses that exceed the parameters of this Agreement.

8.4. Mutual Aid and Mass Casualty Preparedness: Within thirty (30) days of the Effective Date of the Agreement, Contractor 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, life-threatening disaster or major emergency as determined by the City. 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.

8.5. 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 Protocol. The Incident Management System shall be utilized for scene management and the Contractor agrees to familiarize its personnel with the function and operations of the City.

8.6. Telephone and radio communications shall be recorded to allow review for quality assurance. The Contractor will work with the City to define an acceptable reporting mechanism and audit process to verify performance. The Contractor will allow the City to verify compliance with this Agreement.

9. QUALITY ASSURANCE PROGRAM

Within thirty (30) days of the Effective Date of the Agreement, Contractor shall provide the Fire Chief with a description of the Quality Assurance Program in place to continually assess the quality of treatment by Contractor Personnel.

10. CONTRACTOR REPORTS AND MONTHLY MEETINGS

10.1. By the fifth (5th) day of each month, Contractor shall submit to the City's Fire Chief an excel spreadsheet in electronic format, with the raw data of response time for the month and the cumulative response time for the year, for priority 1 and priority 2, including the listing of all response time exceptions. This report shall include: compliance with response time standards in a format prescribed by the City including the ability to sort by entity, and other geographic zones as may be designated; incidents of unit breakdowns, listing of calls where Contractor has requested mutual aid from another agency, " call downgrades and other reports used to determine contract compliance. The City may require that reports contain additional information for a particular month depending on

specific issues that need to be addressed. Contractor shall also include in the report details on its compliance with this Agreement and any exceptions to the requirements of this Agreement. Non-compliance with this provision will be ground for the City to terminate the Agreement.

10.2. An executive member of the Contractor's staff shall participate in a monthly in-person or virtual meeting with the Fire Chief or designee to assess the services provided by the Contractor to the City.

10.3. The Contractor 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 Fire Chief summarizing the services which have been rendered to the citizens of the City of Novi.

11. COMPLAINT RESOLUTION

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

11.1. The complaint shall be referred to the Contractor for investigation and review.

11.2. Contractor shall provide the Fire Chief with a written report within fourteen (14) days of receipt of a complaint. The Fire Chief may grant an extension of this time period on a case-by-case basis.

11.3. In the event that the complaint is not resolved, the matter shall be forwarded to the Oakland County Medical Control Authority regarding protocol violations/issues and the State of Michigan Department of Health and Human Services for any license violation issues. Contractor shall provide the Fire Chief with a copy of these reports.

12. RATES AND FEE COLLECTION

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

12.2. The City and Contractor shall mutually establish the fee schedule for emergency medical services delivered in the City. The Contractor 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 Contractor to increase the rates must be made at least ninety (90) days prior to the proposed effective date of the rate change. The Contractor shall not request more than one increase in rates in any 365-day period.

12.3. 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 Contractor. 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 Contractor 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.

12.4. The Contractor shall not charge the City for any service rendered under this Agreement, except Novi Police Department requested blood draws, which shall be billed to the City at a rate of \$150 per blood draw. The City shall have no

responsibility or liability for any person's refusal or failure to pay the Contractor for services rendered.

- 12.5.** The collection procedures utilized by the Contractor 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.
- 12.6.** The Contractor shall provide a reasonable level of uncompensated care for indigents requiring pre-hospital and transport services.