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CITY of NOVI CITY COUNCIL

**Agenda Item 6
July 28, 2008**

SUBJECT: The Consultant Review Committee Recommends amending the contract with Community Emergency Medical Service, Inc. dated January 22, 2007 to amend sections 9 – subsection G and Section 13 – subsections 1 and 2 to clarify how background checks are conducted and how complaints are resolved.

SUBMITTING DEPARTMENT: City Manager's Office

CITY MANAGER APPROVAL:

BACKGROUND INFORMATION:

The Consultant Review Committee met on April 9, 2008 and again on June 12, 2008 to discuss the current contract with Community Emergency Medical Service, Inc. (CEMS). A review of the CEMS Annual Report and response to a citizen complaint received in fall 2007 by CEMS was discussed by the CRC. Both items were referred to the CRC. Staff from the Fire, Finance and the City Manager's Departments provided information as the Committee discussed various contract, customer service, and response time questions and concerns. Representatives from CEMS also participated in the meetings and answered questions.

At this time, the CRC recommends amending the current contract with CEMS to reflect the manner in which CEMS is conducting background checks of their employees (section 9 amendment) and the proper routing of citizen/customer complaints (section 13 amendment). In addition, the CRC discussed that any future changes to EMS services be included in the Public Safety Resources, Staffing and Utilization Study included in the FY 2008/09 budget.

RECOMMENDED ACTION: The Consultant Review Committee Recommends amending the contract with Community Emergency Medical Service, Inc. dated January 22, 2007 to amend sections 9 – subsection G and Section 13 – subsections 1 and 2 to clarify how background checks are conducted and how complaints are resolved.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Capello				
Council Member Crawford				
Council Member Gatt				

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

**AMENDMENT TO JANUARY 2007 CONTRACT
FOR EMERGENCY MEDICAL SERVICE PROVIDER
(COMMUNITY EMERGENCY MEDICAL SERVICE, INC.)**

THIS AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES ("Contract"), dated January 22, 2007, is by and between the **City of Novi**, a Michigan municipal corporation, whose address is 45175 W. Ten Mile Road, Novi Michigan, 48375 (hereinafter referred to as "City"), and **Community Emergency Medical Service, Inc.**, whose address is: 25400 West Eight Mile, Southfield, Michigan 48034 (hereinafter referred to as "Company").

RECITALS

The City and Company entered into a Contract for emergency medical (ambulance) services effective January 22, 2007.

Under the Contract, the parties may agree to periodically make changes to the contract.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. That **Section 9. Personnel Requirements & Training** is hereby amended to read, effective _____, 2008:

G. The Company shall provide a copy of the complete background check conducted by Company's Human Resources Department, the State of Michigan, and the Company's contracted private background investigation firm.

2. That **Section 13. Complaint Resolution** is hereby amended to read, effective _____, 2008:

1. The Complaint shall be referred to the City of Novi Fire Department Administration 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 of the County of Oakland, Michigan.

IN WITNESS WHEREOF, the parties hereunto have executed this amendment on the date below stated.

CITY OF NOVI

By: _____
David Landry, Mayor

By: _____
Maryanne Cornelius, City Clerk

**AMENDMENT TO JANUARY 2007 CONTRACT
FOR EMERGENCY MEDICAL SERVICE PROVIDER
(COMMUNITY EMERGENCY MEDICAL SERVICE, INC.)**

Community Emergency Medical Service, Inc.

By: _____

Dated: _____

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

THIS AGREEMENT made this 22 day of January, 2007, between the City of Novi, a Michigan Municipal Corporation, herein called the "City," whose address is 45175 W. Ten Mile, Novi, MI 48375 and, Community Emergency Medical Service, Inc., a Michigan Corporation, whose address is 25400 West Eight Mile, Southfield, Michigan 48034, herein called the "Company,"

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

WHEREAS, the City Council of the City of Novi, on January 22, 2007 passed a resolution and therein resolved that the City shall establish an agreement with Community Emergency Medical Service, Inc.;

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

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, 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 two (2) ambulances

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

- B. The Company shall provide said ambulance service without regard to race, creed, color, sex, sexual preference, age, physical handicap, marital status, national origin, ancestry, financial ability to pay, or location within the City.
- C. The Company shall, within its service district, promptly and competently provide ambulance service in accordance with the terms and conditions of this Agreement whenever requested by any of the agencies or person set forth in Paragraph 3.A. above. The Company, as the sole and exclusive provider of ALS services within the City shall, in accord with the provisions of this Agreement, promptly and competently, provide ALS care service according to the Performance Standards outlined in Section 11 below.
- D. The Company shall provide ambulance units, as requested, to standby at the scenes of fires, hazardous materials incident, and fire training. These units shall not leave the incident unless released by the incident commander. The ambulance units shall assist in medical evaluation of emergency personnel as required.
- E. The Company shall make available a decontamination facility for City of Novi police and fire department personnel. This facility may be located at the Company's location and shall provide shower laundry equipment in compliance with the applicable requirements. The facility shall be available on a twenty-four (24) hour seven (7)-day a week basis, with a fifteen (15)-minute advance notifications.
- F. The Company shall provide disposal service for any and all contaminated materials generated by the Police Department and Fire Department. Waste will be bagged and tagged with appropriate labels by City personnel, with the assistance of Company personnel if requested and forwarded to the Company for disposal.
- G. The Company shall provide a plan for restocking expendable medical supplies utilized by medical first responders that complies with Medicare/Medicaid reimbursement regulations and guidelines.

4. SERVICE DISTRICT

- A. Pursuant to the Oakland County "OAKEMS" Manual, 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) to all incidents of injury or illness within the City of Novi. The City may staff additional Fire Department based BLS units for

improved response time in the three (3) out-station response districts as personnel and other resources become available.

- 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. The Parties shall act as independent agents, and neither party shall act as an agent for the other for any purpose whatsoever, and employees of one shall not be deemed employees of the other.
- D. The City's Fire Department shall make decisions regarding transport within its level of licensure and authorization, and is not obligated to wait any specific period of time to make that decision.
- E. The Company shall transport the patient to any facility requested by the patient or the patient's representative unless the situation requires transportation to the nearest appropriate medical facility in accordance with the Oakland County Protocol.
- H. In the event that the Company is unable to provide the required ambulance service within the City, the Company shall be responsible for obtaining a secondary source of service to act in the Company's place. The company providing the secondary source of service shall provide the same level of service as required under this Agreement.
- I. In the events 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 or 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 telephone triage system and all dispatch personnel shall be certified in the program in use. Dispatchers shall provide pre-arrival emergency care instructions to the calling party when appropriate.
- 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.

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

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

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

- A. The Company shall comply with all applicable laws of the United States of America, State of Michigan, and local ordinances, now or hereafter existing, and with all applicable Federal and State rules and regulations, now or hereafter existing relating to any of the services provided pursuant to this contract.
- B. The Company shall specifically comply with applicable provisions of the Emergency Medical Services Act, 1990 PA 179, MCL 333.20901-333.20979, including any future amendments or additions thereto, together with any rules and regulations promulgated hereunder, now or hereafter existing or amended.

8. MINIMUM STANDARDS FOR AMBULANCE

- A. Each ambulance shall at all times when in use, meet and be equipped to meet all Federal, State, County and City requirements. Documentation of Michigan Department of Consumer and Industry Services, EMS Division (MDCIS-EMS) inspections and proof of licensure shall be provided to the City upon request.

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

9. PERSONNEL REQUIREMENTS & TRAINING

- A. The Company and the City shall mutually agree upon the personnel assigned to each ambulance unit operating within the City.
- B. Two (2) attendants who shall meet all Federal, State, County, and City licensing requirements shall staff each ambulance. Attendants shall be required to maintain all licensing qualifications as required currently and as may be required in the future, while this Agreement is in effect. Ambulance attendant licenses must be filed with the Fire Chief's Office.
- C. At least one attendant on each advanced life support (ALS) unit will be licensed by the State of Michigan, Certified in Advanced Cardiac Life Support by the American Heart Association, and certified in Basic Trauma Life Support by the American College of Emergency Physicians (or a recognized equivalent).
- D. The Company shall provide the City with the criteria used to screen personnel to determine whether a particular employee qualifies as an ambulance driver.
- E. All ambulance drivers shall be required to attend a nationally recognized driver training program.
- F. The Company shall have a random and probable cause drug-testing program for personnel working in the City.

- G. The City's Police Department shall provide a complete criminal history (CCH) and complete driving history of all Company Paramedics and Emergency Medical Technicians working in the City.
- H. Company Personnel with two (2) or more convictions for Operating Under the Influence of Liquor (OUIL), Unlawful Blood Alcohol Level (UBAL), Operating While Intoxicated (OWI), Operating While Visibly Impaired (OWVI), Operating While Under the Influence of Narcotics (OUIN), or any two (2) or more convictions of any combination thereof, shall not be allowed to work in this area. Company personnel with a conviction for Operating Under the Influence of Liquor (OUIL), Unlawful Blood Alcohol Level (UBAL), Operating While Intoxicated (OWI), Operating While Visibly Impaired (OWVI), or Operating While Under the Influence of Narcotics (OUIN), in the last five (5) years shall not work in this area.
- I. Any Company personnel with a conviction for Criminal Sexual Conduct (CSC) or violation of any Controlled Substances Act shall not be allowed to work in the City.
- J. Any Personnel with a conviction for theft or larceny within the last five (5) years shall not be allowed to work in the City.
- K. The Company shall notify the Oakland County Medical Control Board and the State Division of Emergency Medical Services if any of its Paramedics or Emergency Medical Technicians are criminally charged with any felony, or terminated from employment for any alcohol and/or controlled substance, or larceny problem.
- L. The Company shall provide training on an annual basis for ambulance personnel operating in the City of Novi on their role and responsibilities within the framework of the Incident Command System.
- M. The Company shall train all ambulance personnel to the hazmat first responder awareness level as designated by the Michigan Firefighters Training Council. The Company shall submit documentation of this training.
- N. In addition to all other requirements set forth in this Agreement, the Company agrees that all attendants will meet the following qualifications:
 - a. Non-addiction to intoxicating liquors, narcotics or other drugs and morally fit for the position;
 - b. Able to read, speak, and write the English language;
 - c. Have a minimum qualification of a State of Michigan licensed basic Emergency Medical Technician;

- d. 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;
 - e. For attendant-drivers only: must hold currently valid chauffeur's or operator's permits for the State of Michigan; and
 - f. Where reasonable grounds exists, the Chief of the Fire Department or Police Department may exercise a veto over the personnel of the ambulance assigned to respond to calls within the City.
- O. Company personnel (along with the ambulances) shall participate in certain community activities including, but not limited to: Fire Prevention Open House, Safe Kids Night, Police Department Open House, Station Drills, and Special Meetings as determined by the City.
- P. The Company shall provide suitable uniforms for all personnel and shall be responsible for repair and/or replacement of all uniforms.

10. PERFORMANCE STANDARDS

- A. Response times to emergency requests within the City shall be calculated as the actual elapsed time in minutes and seconds from the time of the call back number, nature of the request, and location of the patient as known to the Company's system status controller (dispatcher), to the time when the Company's first appropriate emergency vehicle arrives at the scene. When multiple ambulances are sent to the same emergency incident, only the response time of the first ambulance to arrive at the scene will be counted. Where the patient is located in a residential, commercial, industrial building or complex, the response time will be calculated to the time the Company's ambulance arrives at the specific building or entrance.
- (1) At least fifty (50) runs will be used to calculate response time performance.
 - (2) In the event that less than fifty (50) successive calls are received within an area, in a given month, successive calls in the following month will be included to reach a total of fifty (50) calls.
- B. ALS Response Times. The Company guarantees Priority I service, emergency response by an ALS ambulance in eight (8) minutes or less 90% of the time, twenty-four (24) hours a day, seven (7) days a week, three-hundred sixty-five (365) days a year. Except for extenuating circumstances, no response (Priority I) shall exceed twelve (12) minutes. Response time to non-emergency, or downgraded calls, shall be less than fifteen (15) minutes, 90% of the time and shall not exceed twenty (20) minutes, except for extenuating circumstances. The Company shall notify the City within five (5) business days, in writing, of those responses that exceed the parameters of this Agreement.

- C. The Company shall provide ALS “move-up” response to the City when the Company ALS unit is committed to a previous response, or when requested for back-up on multiple patient incidents. The “move up” response shall not include either of the two dedicated vehicles providing primary service. When the City requests such response, the Company guarantees emergency (Priority I) response in eight (8) minutes or less, 90% of the time. 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.
- D. The Company shall submit to the City a mutual aid resource plan showing the average number of Advanced ambulances that could be provided for a back-to-back or multi-casualty accident. The plan must contain typical response times based on average activity. The plan must also contain contingency planning for multiple back-to-back incidents across the City of Novi geographical area.
- E. The City’s Fire Department shall retain scene control at all incidents within the City. Medical Authority shall be given to the first arriving/senior medical personnel in accordance with Oakland County Protocol. The Incident Management System shall be utilized for scene management and the Company agrees to familiarize its personnel in the function and operations of the City.
- F. Telephone and radio communications shall be recorded to allow review for quality assurance. The Company will work with the City to define an acceptable reporting mechanism and audit process to verify performance. The Company will allow the City to verify compliance with this Agreement. The Company will supply the City with regular reports regarding compliance with the terms of 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.
- B. A supervisory member of the Company’s staff shall participate in a monthly meeting with the Fire Chief 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 and the Chief of the Fire Department summarizing the services which have been rendered to the citizens of the City of Novi.

13. COMPLAINT RESOLUTION

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

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

14. INSURANCE REQUIREMENTS

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

- A. **Worker's Compensation Insurance:** The Company shall procure and maintain during the life of this Agreement, Worker's Compensation Insurance, including employers 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 employees, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or volunteers thereof.
- F. **Cancellation Notice:** Worker's Compensation Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance and Ambulance Professional Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) Days Advance Written Notice of Cancellation, Non-renewal, Reduction, and/or Material Change shall be sent to the City of Novi, 45175 W. 10 Mile Road, Novi, MI 48375.
- G. **Proof of Insurance:** The Company shall provide to the City certificates of insurance and policies in full compliance with specifications listed below:
1. Two (2) copies of the Certificate of Insurance for Worker's Compensation Insurance;
 2. Two (2) copies of the Certification of Insurance for Commercial General Liability Insurance;
 3. Two (2) copies of Insurance for Vehicle Liability Insurance;
 4. Two (2) copies of Certificate of Insurance for Ambulance Professional Malpractice Liability Insurance.
 5. If so requested, Certified Copies of all policies mentioned above will be furnished.
- H. If any of the above coverages expire during the term of this Agreement, the Company shall deliver renewal certificates of insurance to the City at least the (10) days prior to the expiration thereof.

15. RATES AND FEE COLLECTION

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

- A. The City and Company shall mutually establish the fee schedule for emergency medical services delivered in the City. The Company agrees that its fees shall be reasonable, commensurate with the services rendered and not in excess of fees customarily charged in this region for similar services. A request by the Company to increase the rates must be made at least ninety (90) days prior to the proposed effective date of the rate change. The Company shall not request more than one increase in rates in any 365-day period.
- B. The City reserves the right to review all patient billing. An audit of the patient billing and other financial information pertaining to the services rendered within the City shall be conducted by auditors chosen by the City, with the consent of the Company. Such audits shall be conducted at least once year, unless the City determines that such an audit is not necessary. The regularly scheduled audits shall be paid for equally between the parties. The Company reserves the right to retain its own auditor to review the records without regard to the Fire Department. Any and all discrepancies of outcomes between the auditing firms shall be reconciled between the firms and reported to the parties. The parties agree to abide by the determination of the auditors regarding calculation amounts or when audits determine that fees are owed to either party for the billings for service within the City.
- C. The Company shall not charge the City for any service rendered under this Agreement. The City shall have no responsibility or liability for any person's refusal or failure to pay the Company for services rendered.
- D. The collection procedures utilized by the Company shall be humane and designed to maximize reimbursement through Medicare, Medicaid and other third-party payors.
- 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 five (5) years from January 22, 2007 to January 22, 2012.
- B. The Company shall prepare an implementation schedule, which shall not exceed 90 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 to invoke Section

13(b) of 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 officers, employees, agents 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 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 liability 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 acts of omissions alleged to be in the nature of gross negligence or willful misconduct. The Company agrees to reimburse the City for reasonable attorney fees and court costs incurred in the defense of any actions, suits, claims or demands arising from the operations of the Company under this Agreement due to the above-referenced acts or omissions of the Company, and its agents.

19. PROHIBITION AGAINST ASSIGNMENT

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

20. INVALID PROVISION

The invalidity or unenforceability of any particular provision of this Agreement shall not effect 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 violated 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 supercedes 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 Chief of the City's Fire Department shall be empowered to utilize any ambulance company and its equipment in assisting in any medical emergency.

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

COMMUNITY EMERGENCY MEDICAL SERVICES, INC., a Michigan corporation

Date: 3/26/07

By: [Signature]
Its: President - CEO

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing Agreement was acknowledged, signed and sworn to before me on this 26th day of March, 2007, by BEGG BERNHEIM, the President - CEO of Community Emergency Medical Services, Inc., a Michigan corporation.

Paul A. Matthews
Notary Public
Acting in Wayne County, Michigan
My Commission Expires: 12-21-12

CITY OF NOVI, a Michigan municipal corporation


Date: 3/03/07

By: [Signature]
Its: Mayor David B. Landry - Mayor

By: Maryanne Cornelius
Its: City Clerk MARYANNE CORNELIUS-CITY CLERK

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing Agreement was acknowledged, signed and sworn to before me on this 9 day of April, 2007, by David Landry, the Mayor of the City of Novi, and Maryanne Cornelius, the City Clerk of the City of Novi.

Courtney Brennan
Notary Public 
Acting in Oakland County, Michigan
My Commission Expires: 03-25-2013

COURTNEY BRENNAN
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Mar 25, 2013
ACTING IN COUNTY OF OAKLAND