

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
SPECIAL STUDY SESSION
SEPTEMBER 17, 2019**

CALL TO ORDER

CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
SPECIAL STUDY SESSION
SEPTEMBER 17, 2019

ITEM A
ROLL CALL

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
SPECIAL STUDY SESSION
SEPTEMBER 17, 2019**

**ITEM B
APPROVAL OF AGENDA
TUESDAY, SEPTEMBER 17, 2019**

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
SPECIAL STUDY SESSION**

Tuesday, September 17, 2019
7:00 PM



CALL TO ORDER AT _____ P.M.

A. ROLL CALL: Kurt Heise_____, Mark Clinton_____, Chuck Curmi _____,
Bob Doroshewitz _____, Jerry Vorva _____, Jack Dempsey_____,
Gary Heitman _____

B. APPROVAL OF AGENDA

Tuesday, September 17, 2019

C. NEW BUSINESS

1. Proposed Paramedic Ambulance Services Agreement with HVA,
Supervisor Heise and Fire Chief Phillips
2. Budget Discussion – Police and Fire, *Police Chief Tiderington
and Fire Chief Phillips*

D. SUPERVISOR AND TRUSTEE COMMENTS

**E. PUBLIC COMMENTS AND QUESTIONS
(Limited to 3 Minutes)**

F. ADJOURNMENT

PLEASE TAKE NOTE: The Charter Township of Plymouth will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at all Township Meetings, to individuals with disabilities at the Meetings/Hearings upon two weeks notice to the Charter Township of Plymouth by writing or calling the following: Human Resource Office, 9955 N Haggerty Road, Plymouth, MI 48170. Phone number (734) 354-3202 TDD units: 1-800-649-3777 (Michigan Relay Services)

**The Public Is Invited and Encouraged To Attend All Meetings of
the Board of Trustees of the Charter Township of Plymouth.**

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
SPECIAL STUDY SESSION
SEPTEMBER 17, 2019**

CONSENT AGENDA

**ITEM C.1
PROPOSED PARAMEDIC
AMBULANCE SERVICES
AGREEMENT WITH HVA**



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: **September 17, 2019**

ITEM: EMS Transport Contract with Huron Valley Ambulance

PRESENTERS: Supervisor Heise, Fire Chief Phillips

BACKGROUND:

We are requesting that the Board consider the attached contract with Huron Valley Ambulance for EMS Transport Services. Representatives of HVA will also be at our September 17 Study Session to answer any questions you may have. I have also attached a brief listing of the highlights of the agreement.

PROPOSED MOTION: Discussion only

DRAFT HVA CONTRACT HIGHLIGHTS

September 17, 2019

1. Section 1 – Recitals

- Enabling State Law referenced in contract

2. Section 2 – Scope of Services

- HVA to maintain and update license documentation as required by the State of Michigan and all other necessary accreditations
- HVA maintains a voluntary transport subscription program (approximately 17 residents)
- Township reserves right to implement EMD service (which we do not plan to do)

3. Section 3 – Payment for Services

- Any increase in HVA rates above five (5) percent must be approved by Twp. Board

4. Section 4 – Annual Report

- HVA to provide annual report to Township, including number of runs made and the license level of each employee who responded to runs

5. Section 5 – Term and Termination

- Two-year contract; from 10/1/19 to 9/30/21; no automatic renewal.

6. Section 6 – Insurance

- All insurance provisions were drafted and approved by both Township Attorney and Craig Mansur from IBEX, which is the underwriter for the MMRMA.

7. Sections 7 through 14

- Boilerplate language reviewed and approved by Twp. Attorney

Exhibit 'A' – Operating Plan (EMS Protocol)

Key elements:

- In the event of a 911 emergency call, both PT EMS and HVA units shall be dispatched by PT Dispatchers. Both PT EMS and HVA shall respond immediately with their current location and estimated time of arrival.
- As a result of our contract discussions, HVA has installed a new and improved 'direct line' service between their dispatch center in Ann Arbor and our facility at the Police Station. Our Dispatch staff has welcomed this new level of communication.

Township ambulances shall transport patients in one of the following circumstances:

1. When HVA ambulances are unable to respond in a timely manner.
 2. When the patient's condition will deteriorate due to a delay in transport. This determination will be made after the patient is clinically assessed on scene. In such cases, the Township Fire Department will attempt to determine HVA's estimated time of arrival (ETA) before beginning patient transport.
 3. When requested by HVA personnel on scene or by request of HVA's dispatch center.
 4. At the request of the patient.
- HVA agrees to transport patients to the appropriate hospital or other destination of the patient's choice, or to "out of the Township Fire Department service area" locations, in accordance with protocols established by the local medical control authority. The Township Fire Department service area is defined annually by the Fire Chief.

Exhibit "B" – Fee Schedule

- Fully defined and mutually agreed-to and rate structure.
- Township should also re-evaluate the rates we are currently charging to be in alignment with HVA and other regulatory standards.

PARAMEDIC AMBULANCE SERVICES AGREEMENT

9/17/2019

THIS PARAMEDIC AMBULANCE SERVICE AGREEMENT (the “AGREEMENT”) is effective on the 1st day of October 2019 by and between HURON VALLEY AMBULANCE, INC., (“HVA”) a Michigan nonprofit corporation whose address is 1200 State Circle, Ann Arbor, Michigan 48108, and THE CHARTER TOWNSHIP OF PLYMOUTH (“TOWNSHIP”), a Michigan municipal corporation, whose address is 9955 N. Haggerty Road, Plymouth, Michigan 48170.

SECTION ONE – RECITALS

The Township desires to provide emergency paramedic ambulance service to all persons in need of emergency medical services within its boundaries. Section 20948 of the Michigan Public Health Code, being Act No. 368 of the Michigan Public Acts of 1978, as amended, MCL 333.20948 provides that local governmental units may contract with an entity to furnish ambulance operation or a non-transport prehospital life support operation for the use and benefit of individuals in their areas. The Township has the power and authority under municipal law to enter into this Agreement to ensure the provision of ambulance services in furtherance of the public safety and welfare.

Part 209 of the Michigan Public Health Code, MCL 333.20901 et seq., requires an ambulance operation to be licensed by the Michigan Department of Health and Human Services. HVA represents that it and its employees, contractors, vehicles and equipment are licensed under the Public Health Code to provide paramedic ambulance services to individuals residing in and/or within the Township and desires to provide those services.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions hereinafter set forth, HVA and the Township agree as follows:

SECTION TWO – SCOPE OF SERVICES

A. HVA shall be available to provide upon request emergency advanced life support ambulance service and non-emergent patient transport service, on a continuous seven (7) day per week and twenty-four (24) hour-per-day basis to individuals within the Township (collectively, the “Services”) as required and in consultation with the Fire Chief and Police Chief or either’s designated representatives.

HVA, and all of its ambulances and personnel used by HVA in providing the Services, shall be licensed to provide the Services by the State of Michigan Department of Health and Human Services. HVA shall annually provide the Township with current indicia of all applicable licenses and with a certified copy of its Certificate of Good Standing as from the Michigan Department of Licensing and Regulatory Affairs. HVA's failure to provide the Township with such documents in the annual report shall be deemed a material breach of this Agreement.

B. It is the goal of HVA to provide Services in the manner set forth in the initial operating plan, attached hereto as Exhibit A (the "Operating Plan"). The Township acknowledges and agrees, however, that HVA shall have direction and control over the manner and method by which the Services are provided. Any changes in the Operating plan must be approved in writing by the Township Supervisor, Police Chief, and Fire Chief.

C. HVA agrees to act as a Secondary Public Safety Answering Point (PSAP), and to provide medical self-help information when applicable to 9-1-1 telephone callers that are transferred to HVA's central dispatching facility. The Township reserves the right to implement its own medical self-help system at any time in consultation with HVA.

D. HVA shall provide the Services to individuals in the Township without regard to race, creed, color, gender, sexual preference, age, physical handicap, marital status, national origin, ancestry, location within the Township, or ability to pay for Services.

E. HVA shall comply with all applicable federal, state and local laws and the policies, procedures and protocols of the local medical control authority.

F. HVA shall remain nationally accredited by the Commission on Accreditation of Ambulance Services for the duration of this agreement.

G. HVA shall provide a voluntary membership subscription program for qualified residents of the Township. This voluntary subscription program, which is available for an annual fee established by the HVA Board of Trustees, shall cover out-of-pocket expenses for Services that are not covered by insurance or other federal or state programs for medically necessary ambulance transportation.

SECTION THREE – PAYMENT FOR SERVICES

A. HVA shall undertake to collect payment for the Services directly from those individuals within the Township to whom they are provided, or from appropriate third-party payers such as Medicare, Medicaid, automobile insurance or health insurance.

B. HVA ambulance charges (Exhibit "B") will be set by the HVA Board of Trustees and subject to final approval by the Township Board. Any increase in ambulance rates above five percent (5%) per year shall be subject to approval by the Township.

C. There shall be no subsidy payment to HVA by the Township for Services provided under this Agreement nor is the Township responsible for nonpayment for services by patients.

SECTION FOUR – ANNUAL REPORT

A. HVA will provide an Annual Report to the Plymouth Township Board of Trustees by December 1st of each year. The report shall include runs made and reimbursement generated for calls in the Township. Also included will be the license level of HVA employees that responded to each run in the Township.

SECTION FIVE – TERM AND TERMINATION

A. The term of this Agreement shall commence on October 1, 2019, and continue for an initial term expiring on September 30, 2021.

B. This Agreement may be terminated earlier on the first to occur of any of the following events:

1. In the event that the parties mutually agree in writing, this Agreement may be terminated on the terms and date stipulated therein.
2. In the event of a substantial breach of this Agreement by any one of the parties, if the non-defaulting party provides written notice of the breach to the defaulting party and the breach is not corrected within thirty (30) days, this Agreement may be terminated at the option of the non-defaulting party by giving written notice to the other parties to this Agreement.

C. Notwithstanding the termination of this Agreement, any liability or obligation of any party which may have accrued prior to such termination shall continue in full force and effect.

SECTION SIX – INSURANCE AND INDEMNIFICATION

A. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. The requirements below should not be interpreted to limit the liability of HVA. All deductibles and SIR's are the responsibility of HVA. HVA shall procure and maintain the following insurance coverage:

1. Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$10,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions:

(A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Professional Liability (Malpractice); and (E) Broad Form General Liability Extensions or equivalent, if not already included.

3. Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$5,000,000.00 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

4. Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be Additional Insureds: the Charter Township of Plymouth, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the Charter Township of Plymouth as additional insured, coverage afforded is considered to be primary and any other insurance the Township may have in effect shall be considered secondary and/or excess.

5. Professional Liability (Medical Malpractice) Insurance in an amount not less than \$10,000,000 per occurrence and \$10,000,000 aggregate. If this policy is claims made form, then Contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 (three) years after the termination of this contract.

6. Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Supervisor, Charter Township of Plymouth, 9955 N. Haggerty Rd, Plymouth, MI 48170.

7. Proof of Insurance Coverage: HVA shall provide the Charter Township of Plymouth, at the time that this Agreement is returned by HVA for execution by the Township, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested. If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the Charter Township of Plymouth at least ten (10) days prior to the expiration date.

B. To the maximum extent allowed by law, HVA, and its contractors, successors and assigns, shall indemnify the Township from any liability to any person or entity for personal injury, death, or property damage caused by HVA's and/or its employees' and/or contractors' negligence, recklessness, or intentional act or omission.

SECTION SEVEN – INDEPENDENT CONTRACTOR

The parties to this Agreement acknowledge and agree that HVA shall perform the Services solely as an independent contractor of the Township. Nothing in this Agreement is intended to create an employer/employee relationship, lessor/lessee or a joint venture relationship between HVA and the Township.

SECTION EIGHT – ASSIGNMENT

Neither party hereto may assign this Agreement without the written consent of the other party hereto.

SECTION NINE – BINDING EFFECT

This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

SECTION TEN – GOVERNING LAW AND VENUE

This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of Michigan, without giving effect to principals of conflicts of law. Each party irrevocably and unconditionally agrees that it will not bring any action, litigation, or proceeding against any other party in any way arising from or relating to this Agreement in any forum other than the courts of the state of Michigan sitting in Wayne County and any applicable Michigan appellate court. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of those courts and agrees to bring any such action, litigation, or proceeding only in those courts.

SECTION ELEVEN – ENTIRE AGREEMENT

This Agreement represents the entire agreement among the parties hereto with respect to the subject matter hereof and may not be modified except by an instrument in writing executed by all the parties hereto.

SECTION TWELVE – NOTICES

Notices required hereunder shall be in writing and shall be deemed given when mailed by prepaid certified mail, return receipt requested, addressed to the appropriate party at the address set forth in the introductory paragraph of this Agreement. Any party hereto may change its address by giving notice of such change to the other as provided in the foregoing sentence.

SECTION THIRTEEN – LIMITED ENFORCEMENT

This Agreement is intended solely for the benefit of the parties hereto, and there is no intention, express or otherwise, to create rights or interests for any individual, parent, guardian or personal representative of any individual or any party or persons other than the Township and HVA.

SECTION FOURTEEN – COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

HVA and the Township have executed this Agreement as of the day and year first written above.

HURON VALLEY AMBULANCE, INC.
“HVA”

THE CHARTER TOWNSHIP OF PLYMOUTH, MICHIGAN
“TOWNSHIP”

By: _____

Ronald Slagell
Its: President and CEO

By: _____

Kurt L. Heise
Its: Supervisor

By: _____

Jerry Vorva
Its: Clerk

Exhibit “A”

Operating Plan

Service area

The operating plan includes service to the Charter Township of Plymouth in Wayne County Michigan. HVA operates a regional support facility in the City of Plymouth, and will base paramedic ambulances 24 hours a day, 7 days in the Township and city. The ambulances which provide coverage to the Township will be dynamically deployed to coverage points within or on the borders of the Township to provide coverage to the Township and its neighboring municipalities in case of multiple calls in the region.

HVA Response

HVA shall dispatch the closest Advanced Life Support transporting ambulance to emergency medical requests within the Township. HVA is permitted to use the Wayne County HEMS alternate staffing model, however HVA shall report to the Township when HVA ambulances are using the alternate staffing model. This report shall be made in writing on a quarterly basis. If an HVA supervisor responds Plymouth Township shall be notified whether the supervisor unit is a transporting or non-transporting unit. HVA agrees to use its best efforts to position at least one ambulance so that it can respond to emergencies in the Township in a timely fashion at all times.

Emergency Response Times

HVA will provide a response to medical emergency calls which meets NFPA 1710 standards. The NFPA standard is agreed to be 10 minutes from the time HVA receives the call from Plymouth Township. If HVA is likely to be unable to respond in the established time they shall notify the Plymouth Township communications center immediately. Quarterly reports in writing shall be provided to the Township Fire Chief on response performance and shall include license levels of responding personnel.

Dispatching protocols

The Township shall, through its respective primary public safety answering point, refer all “9-1-1” or other emergency medical or ambulance requests for services within the Township to Plymouth Township EMS and HVA in a timely manner. Upon receipt of a 911 emergency call, both Plymouth Township EMS and HVA units shall respond to the Township’s Dispatcher with their current location and estimated time of arrival.

If HVA receives a direct non 911 emergency call, the Township Fire Department will be notified by HVA in accordance with the Department’s guidelines.

HVA will not typically notify Township's Fire Department when responding to non-emergency requests, or when responding to ambulance requests at a skilled nursing home or physician office, when a nurse or physician is in attendance of the patient. The Fire Department shall be notified to any emergency request at facilities when the patient is in unstable condition.

HVA shall serve as the primary private provider to transport patients requiring ambulance transportation. The Township shall also operate their own licensed vehicles and staff to respond to patients requiring ambulance transport or to satisfy fire department mutual aid agreements with other communities.

Township ambulances shall transport patients in one of the following circumstances:

- 1. When HVA ambulances are unable to respond in a timely manner.**
- 2. The patient's condition will deteriorate due to a delay in transport. This determination will be made after the patient is clinically assessed on scene. In such cases, the Township Fire Department will attempt to determine HVA's estimated time of arrival (ETA) before beginning patient transport.**
- 3. When requested by HVA personnel on scene, or by request of HVA's dispatch center.**
- 4. At the request of the patient.**

Destination of Patient

HVA agrees to transport patients to the appropriate hospital or other destination of the patient's choice, or to "out of the Township Fire Department service area" locations, in accordance with protocols established by the local medical control authority. The Township Fire Department service area is defined annually by the Fire Chief.

Exhibit “B”**Schedule of Payment Rates for Transportation Services**

2019-2020 FEE SCHEDULE - HVA	
ALS 2 EMERGENT	\$1018.00
ALS & BLS EMERGENT	\$832.00
MILEAGE	\$14.50 per mile
Oxygen	\$57.00
Paramedic Assist	\$145.00

The Township shall be advised of any requested changes in rates above five percent per year.

Charitable Care Policy: Patients with an income level that falls within the HVA Board of Trustees charitable care policy as compared to federal family poverty guidelines are eligible for discounted or free ambulance transportation.

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
SPECIAL STUDY SESSION
SEPTEMBER 17, 2019**

CONSENT AGENDA

**ITEM C.2
BUDGET DISCUSSION –
POLICE AND FIRE
(BUDGETS PLACED AT YOUR SEAT)**

CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
SPECIAL STUDY SESSION
SEPTEMBER 17, 2019

ITEM D
SUPERVISOR AND TRUSTEE
COMMENTS

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
SPECIAL STUDY SESSION
SEPTEMBER 17, 2019**

**ITEM E
PUBLIC COMMENTS AND QUESTIONS**

CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
SPECIAL STUDY SESSION
SEPTEMBER 17, 2019

ITEM F
ADJOURNMENT