

JOURNAL OF COMMISSION WORK SESSION
November 21, 2023

City Commission Work Session
Civic Center, Gibson Room 212

Mayor Kelly presiding

CALL TO ORDER: 5:30 PM

CITY COMMISSION MEMBERS PRESENT: Bob Kelly, Susan Wolff, Joe McKenney, Eric Hinebauch, and Rick Tryon.

STAFF PRESENT: Deputy City Manager Chuck Anderson; City Attorney David Dennis and Deputy City Attorney Rachel Taylor; Finance Director Melissa Kinzler and Grant Administrator Tom Hazen; Planning and Community Development Director Brock Cherry; Municipal Court Judge Steve Bolstad and Court Supervisor Morgan Medvec; Fire Chief Jeremy Jones and EMS Deputy Chief Jeremy Virts; Police Chief Jeff Newton; and, Deputy City Clerk Darcy Dea.

PUBLIC COMMENT

Justin Grohs, Great Falls Emergency Services (GFES), explained that GFES has been the contracted ambulance provider for the last several years for the City, as well as the County and Malmstrom Air Force Base (MAFB). GFES had offered a few suggestions to the City's revised draft Ambulance Service Performance Contract for 911 Ambulance Transport Services. The majority of the proposed performance contract was attainable and the City needs to determine whether to renew with GFES or another provider. The main item for consideration was the term of the contract. Emergency Medical Services (EMS) is a volatile industry requiring significant investment and a longer term brings stability to the entire system. Mr. Grohs expressed appreciation to Fire Chief Jeremy Jones, EMS Deputy Chief Jeremy Virts and City staff for their efforts with regard to the contract.

1. AMBULANCE SERVICE PERFORMANCE CONTRACT FOR 911 AMBULANCE TRANSPORT SERVICES WITH THE CITY OF GREAT FALLS.

Fire Chief Jeremy Jones explained that this has been a long time in the making with regard to changes to the Ambulance Service Performance Contract for 911 Ambulance Transport Services. City staff began working on this in June 2023 and in September 2023, ordinance updates were presented and later codified into the Official Code of the City of Great Falls (OCCGF). GFES submitted written correspondence, via November 20, 2023 email, offering a few suggestions to the City's revised draft performance contract.

Fire Chief Jeremy Jones and EMS Deputy Chief Jeremy Virts reviewed and discussed the following PowerPoint:

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City of Great Falls EMS System

AMBULANCE SERVICE PERFORMANCE CONTRACT FOR 911 AMBULANCE TRANSPORT SERVICES WITH THE CITY OF GREAT FALLS, MONTANA



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Section 1 – Administration of the Contract and Terms


1.1 Contract Administration

Current: City of Great Falls EMS System Administrator will act as the Contract Administrator, and shall represent the City in all matters pertaining to this Agreement and shall administer this Agreement on behalf of the City. The Contract Administrator or her/his designee may; current language

Proposed: The City of Great Falls (City) Great Falls Fire Rescue (GFFR) is the Authority Having Jurisdiction (AHJ) over Emergency Medical Services (EMS) in the City of Great Falls. See the official Code of the City of Great Falls (OCCGF) § 8.5.090 B.

Pursuant to OCCGF § 8.5.050, the City appoints the GFFR Fire Chief to act as the Contract Administrator to represent the City in all matters pertaining to this Agreement and to administer this Agreement on behalf of the City Manager and City. The EMS System Administrator or his/her designee may;

Justification:
Defines roles and responsibilities as defined in OCCGF.



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Section 1 – Administration of the Contract and Terms

1.1 Contract Administration

Current: No current language

Proposed: The EMS 911 System referred to in this Agreement is defined as the interrelated but separate entities including, but not limited to, ambulance service providers and fire departments which optimally work together in the timely and appropriate provision of emergency medical services to the citizens and visitors of the City (See OCCGF § 8.5.030 N). For the purposes of this Agreement, the EMS 911 System includes Malmstrom, Cascade County, the City, and contracted City fire districts. (OCCGF § 8.5.060).

Justification:
Defines EMS 911 system components and users as identified in OCCGF that are serviced by the 911 CCCDC.



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Section 1 – Administration of the Contract and Terms

1.3 Conditions for Agreement Extension

Current: This Agreement is automatically extended for one subsequent five-year term unless either party provides a written notice of at least one year prior to the expiration of the previous five-year term of that party's intention to terminate the Agreement.

Proposed: This Agreement is automatically extended for one subsequent three (3) year term unless either party provides a written notice at least one hundred and eighty (180) days prior to the expiration of the previous three year term of the party's intention to terminate the Agreement. At least 180 days prior to the end of the second 3 year period provided herein, the performance of the Contractor shall be reviewed to determine if this Agreement may be further extended for a specific term pursuant to OCCGF § 8.5.150.

Justification:
EMS systems are dynamic and require timely systematic review to evaluate performance and implement changes if there are areas of concern.



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Section 2 – Roles and Responsibilities

2.2 Contractor's Functional Responsibilities


During the term of this Agreement, pursuant to OCCGF § 8.5.170, the Contractor shall:

Current: A. Provide pre-hospital emergency medical care and transport services at the advanced life support (ALS) level in response to emergency medical calls within the City twenty-four (24) hours each day, seven (7) days a week, without regard to the patient's financial status.

Proposed: A. Provide a minimum of two (2) Advanced Life Support (ALS) equipped ambulances staffed with a minimum of two (2) Montana licensed drivers, which shall include at least one (1) Nationally Registered Paramedic and one (1) Nationally Registered Emergency Medical Technician (EMT) to provide pre-hospital emergency medical care and transport services for emergent (Code 3) calls originating in the EMS 911 System twenty-four (24) hours each day, seven (7) days a week, without regard to the patient's financial status.

B. Provide a minimum of one (1) Basic Life Support (BLS) equipped ambulance staffed with two (2) Montana licensed drivers, which shall include at least two (2) Nationally Registered Emergency Medical Technicians (EMT) to provide pre-hospital medical care and transport services for non-emergent (Code 1) calls originating in the EMS 911 System for non-emergent (Code 1) medical calls twenty-four (24) hours each day, seven (7) days a week, without regard to the patient's financial status.

Justification: Identifies minimum Ambulance staffing requirements identified by the City. This reflects the current MOU in operation.



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Section 2 – Roles and Responsibilities

2.3 (E) Medical Control

Current: New Language

Proposed: Pursuant to OCCGF § 8.5.070, the Contractor will work under the direction of the EMS 911 System Medical Director as designated by the City.

Justification: References OCCGF regarding the medical protocols and oversight provided for by the 911 EMS City Medical Director of the Contractor.



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Section 3 – Deployment

3.1 Deployment Plan

Current: All Contractor emergency 911 ambulance responses under the terms of its Agreement within the City's jurisdiction shall be dispatched as directed by the Cascade County Consolidated Dispatch Center (CCCDC) or in compliance with policies and protocols established by the City. Deployment Plans shall specify proposed locations of ambulances and numbers of vehicles to be deployed during each hour of the day and day of the week.

A. Describe 24 hour and system status management strategies;

B. Describe mechanisms to meet the demand for emergency ambulance response during peak periods of unusually high call volume;

C. Include a map identifying proposed ambulance stations or post locations;

D. Describe the full-time and part-time work force necessary to fully staff ambulances identified in the deployment plans;

E. Describe any planned use of on-call crews;


F. Describe any mandatory (force hire) overtime requirements;

G. Describe how workload shall be monitored for personnel assigned to 24-hour units;

H. Describe record keeping and statistical analyses to be used to identify and correct response time performance problems;

I. Describe any other strategies to enhance system performance, and/or efficiency through improved deployment/redeployment practices; and

J. Describe the process to keep CCCDC and Great Falls Fire Rescue informed when ambulance resources are unavailable or not immediately ready to respond to emergencies in the City.



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Section 3 – Deployment

3.1 Deployment Plan - COUNTINUED

Proposed: All Contractor emergency 911 ambulance responses under the terms of its Agreement shall be dispatched as directed by CCCDC or in compliance with policies and protocols established by the City. The Contractor shall develop a Deployment Plans, which shall:

A. Provide daily notification provided to CCCDC and GFFR by 0730 of available resources to the EMS 911 System;

B. Describe the full-time and part-time work force necessary to fully staff the ALS and BLS ambulances as required in the Agreement;

C. Describe mechanisms to meet the demand for emergency ambulance response during peak periods of unusually high call volume;


D. Describe how workload shall be monitored for personnel staffing the ALS and BLS ambulances as provided herein;

E. Describe any planned use of on-call crews;

F. Describe record keeping and statistical analyses to be used to identify and correct response time performance problems; and

G. Describe the ongoing process to keep CCCDC and GFFR informed when ambulance resources are unavailable or not immediately available to respond to emergencies in the City.

Justification: Restructures the deployment plan to work within the EMS 911 System. Removes language pertaining to System Status Management.



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Section 4 – Operations

4.1 (B) Response Time Standards

Current: Response Time Standards -An ALS ambulance shall respond to 90% of all emergency calls each month in the following response zones:

1. Urban Response Zone - 9:00 minutes or less encompassing all responses within the City limits;
2. Rural Response Zone - 12:00 minutes or less encompassing all responses to the City's Fire Districts; and
3. Super-Rural Response Zone - 20:00 minutes or less encompassing all responses to properties that may reside outside of the areas above that GFFR may provide EMS response.



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Section 4 – Deployment

4.1 (B) Response Time Standards - CONTINUED

Proposed: An appropriately staffed ambulance shall respond to the appropriate coded call 90% of the time each month in the following response categories:

1. Emergent Response Zone - 9:00 minutes or less encompassing all emergent responses within the City limits and the Contracted City Fire Districts; and
2. Non-Emergent Response Zone - 18:00 minutes or less encompassing all non-emergent responses within the City or the Contracted City Fire Districts.

The City limits and the Contracted City Fire Districts are depicted on the map in Exhibit E.

Justification: Restructures the response time standard to follow the EMS 911 System. Previous standard had components that were not applicable. (OCCGF § 8.5.180)



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Section 5 – Personnel

5.1 Clinical and Staffing Standards

Current: City expects that the provision of emergency ambulance services shall conform to the highest professional standards and shall comply with all applicable State laws and regulations, and City EMS policies, procedures, and field treatment guidelines. All persons employed by the Contractor in the performance of work under this Agreement shall be competent and shall hold appropriate and currently valid certificates, licenses or accreditations in their respective trade or profession. The Contractor shall be held accountable for its employees' licensure, performance and actions. Changes resulting in a negative fiscal impact to the contractor will be analyzed before implementation.

A. Ambulance Staffing - Contractor shall, at all times, staff each ambulance with at least one person who is certified and licensed in the State of Montana as a Paramedic and one person who is certified and licensed in the State of Montana as an Emergency Medical Technician (EMT). Staffing exceptions will be allowed only during times of disaster declaration.



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Section 5 – Personnel

5.1 Clinical and Staffing Standards

Proposed: City expects that the provision of emergency ambulance services shall conform to the highest professional standards and shall comply with all applicable State laws and regulations, and City EMS policies, procedures, and field treatment guidelines. All persons employed by the Contractor in the performance of work under this Agreement shall be competent and shall hold appropriate and currently valid certificates, licenses or accreditations in their respective trade or profession. The Contractor shall be held accountable for its employees' licensure, performance and actions. Changes resulting in a negative fiscal impact to the Contractor will be analyzed before implementation.

A. Ambulance Staffing - Contractor shall, at all times:

1. Provide a minimum of two (2) ALS equipped ambulances staffed with a minimum of two (2) Montana licensed drivers, which shall include at least one (1) Nationally Registered Paramedic and one (1) Nationally Registered Emergency Medical Technician (EMT) to provide pre-hospital emergency medical care and transport services for emergent (Code 3) calls originating in the City EMS 911 System twenty-four (24) hours each day, seven (7) days a week, without regard to the patient's financial status; and
2. Provide a minimum of one (1) ALS equipped ambulance staffed with two (2) Montana licensed drivers, which shall include at least two (2) Nationally Registered Emergency Medical Technicians (EMT) to provide pre-hospital medical care and transport services for non-emergent (Code 1) calls originating in the City EMS 911 System for non-emergent (Code 1) medical calls twenty-four (24) hours each day, seven (7) days a week, without regard to the patient's financial status.

Justification: Identifies the personnel staffing requirements within the EMS 911 System



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Section 9 – Administrative Requirements

9.1 Performance Security

Current: Prior to the commencement of operations under the terms and conditions of this Agreement, Contractor shall obtain and maintain throughout the term of the contract a "contract performance security" in the amount of \$120,000.00. Only in the event that the Contractor commits a major breach, as defined in section 11.1, of this contract and is unable to perform contracted duties, shall the contractor be required to pay the performance security to the City. The contractor shall be able to obtain and maintain Security Performances in one of the following methods acceptable to the City.

Proposed: Prior to the commencement of operations under the terms and conditions of this Agreement, pursuant to OCCGF § 8.5.210, Contractor shall obtain and maintain throughout the term of the contract a "contract performance security" in the amount equal to the City's reasonably anticipated operating costs for three (3) months of 911 emergency ambulance in the amount of \$180,000.00 as of the date of this contract. Only in the event that the Contractor commits a major breach, as defined in section 11.1, of this contract and is unable to perform the contracted duties, shall the Contractor be required to pay the performance security to the City. The Contractor shall be able to obtain and maintain Security Performances in one of the following methods acceptable to the City.

Justification: As outlined in OCCGF, updated security requirements of the Contractor.



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Section 11 – General Contract Requirements

11.1.A.4 "Major Breach" shall include:

Current: Failure to consistently meet or exceed the various clinical staffing standards required herein (as referred to in 5.1 A).

Proposed: Failure to comply with the minimum clinical and staffing standards required herein (as referenced in 5.1 A) three times within 30-days shall be a "Minor Breach". Failure to comply with these clinical and staffing standards six times within a 90-day period shall be a "Major Breach" of this Agreement.

Justification: The Performance Contract has established a minimum staffing criteria for the number of ALS and BLS ambulances that must be available to the EMS 911 System.



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Section 12 – Exhibits

Exhibit B: Damages

Current: Damages for Failure to Respond to 911 Emergency Incidents

In the event the Contractor fails to respond to, or is unable to respond within 20 minutes of initial dispatch, when the City transports pursuant to an emergency medical request, the Contractor shall pay the City \$500.00 damages per incident. Damages for the 4th and subsequent calls will not be imposed when three (3) calls have already been dispatched in any given rolling 20-minute interval. The damages referred to herein are in lieu of, and not in addition to, any other response time damages referred to herein.

Proposed: Damages for Failure to Respond to 911 Emergency Incidents

In the event the Contractor is unable to respond at the time of dispatch, and the City transports pursuant to a medical request, the Contractor shall pay the City \$500.00 damages per incident. Damages for the 4th and subsequent calls will not be imposed when three (3) calls have already been dispatched in any given rolling 20-minute interval. The damages referred to herein are in lieu of, and not in addition to, any other response time damages referred to herein.

Justification: When no Contractor Ambulances are available to the EMS 911 System, GFFR steps into to provide Ambulance coverage. Waiting 20-minutes for an Ambulance to become available ties up resources waiting for the transport unit.



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Section 12 – Exhibits

Exhibit B: Damages

Current: Damages for Failure to Meet Ambulance Staffing or Clinical Standards

Contractor shall pay City \$250.00 whenever an ambulance not staffed as required in this Agreement responds to an emergency medical request, except in a declared MCI or disaster situation. Within 72 hours of discovery, Contractor shall provide the Contract Administrator with a full description of each response where there was a failure to meet ambulance clinical or staffing standards and the remedial action taken to prevent a recurrence.

Proposed: Damages for Failure to Meet Ambulance Staffing or Clinical Standards

Contractor shall pay City \$250.00 whenever the Contractor's functional Responsibilities and Clinical and Staffing Standards do not meet the minimum requirements as required in this Agreement, except in a declared MCI or disaster situation. Within 72 hours of discovery, Contractor shall provide the Contract Administrator with a full description of each response where there was a failure to meet ambulance clinical or staffing standards and the remedial action taken to prevent a recurrence.

Justification: Performance based Fee to Insure minimum Staffing and Clinical Standards are adhered to herein.



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Section 12 – Exhibits

Exhibit B: Damages


Current: Failure to comply with the EMS 911 System Medical Director's Orders and Protocols

Chronic failure on part of the Contractor to follow EMS protocols and orders given by the EMS 911 System Medical Director the Contractor shall pay the City \$150.00. The EMS 911 System Medical Director shall provide a written report to the EMS System Administrator explaining the infraction and a brief description of corrective actions and plans for improvement on the part of the Contractor.

Proposed: Failure to comply with the EMS 911 System Medical Director's Orders and Protocols and EMS 911 System Administrator Policies and Procedures pursuant to OCCGF § 8.5.170.

Chronic failure on part of the Contractor to follow EMS protocols, procedures, policies and orders given by the EMS 911 System Medical Director or the EMS 911 System Administrator the Contractor shall pay the City \$250.00. The EMS 911 System Medical Director and EMS 911 System Administrator shall prepare a written report explaining the infraction and a brief description of corrective actions and plans for improvement on the part of the Contractor.


Justification: References OCCGF § 8.5.170



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Conclusion:

GFFR is seeking consensus from the City Commission pertaining to the language and Performance Contract updates presented tonight regarding the "Ambulance Service Performance Contract for 911 Ambulance Transport Services with the City of Great Falls, Montana." The changes and updates to the Performance Contract are to put the City in the best response posture when addressing the EMS 911 system and reduce the City's liability of incurring an EMS system failure.



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Fire Chief Jones explained that shorter-term contracts garner higher performance and other contracts were looked at within the State. Missoula Emergency Services and Cascade County have a four-year term followed by a 2.5 and a 2.5. City staff agreed to those terms and would not want to be tied into a 15-year type contract because EMS is ever evolving. Because of the MAFB Ground Based Strategic Deterrent program coming and the failing of the public safety levy, changes to the OCCGF and performance contract would put the City in the best position of providing EMS services to the constituents, as well as ensuring that the most robust system is put in place to meet the needs of the community.

Referring to section 2.1D of the proposed performance contract, Fire Chief Jones explained that the Great Falls Fire Rescue (GFFR) does respond to non-emergent (Code 1) calls when there are no GFES ambulances available. GFFR has the capacity to hold Code 1 calls for 10 minutes and allow another 18 minutes of arrival time. He further explained that City staff had no issues with GFES's proposed changes to the contract. GFES wanted a formal documentation process for inquiries and complaints; however, sometimes issues could be resolved verbally. There would be a formal documentation process, if there were no resolution after a verbal exchange. The City has been in contract with GFES since the inception of the performance contract and there has never been a breach of the agreement. The City Commission would be notified if there were ever a major breach.

Mayor Kelly received clarification that GFFR performing the work of a private contracted provider if they were to close, would be considered as a takeover.

Commissioner Tryon received clarification that the City Commission, City Manager and GFFR would be the entities to determine if there was a major breach from a private contracted provider; however, a major breach would take many unsatisfied performances over a period. He expressed concern about the proposed language with regard to the length of time for the review process, if there was a public safety health issue.

Mayor Kelly pointed out that he has never heard any complaints about GFES's professionalism or performance. He inquired if the language in the proposed performance contract allows for dismissal of services because of incompetency that is not a metric of staffing.

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Deputy City Attorney Rachel Taylor responded that there is language in the proposed performance contract that ensures courteous and professional conduct.

EMS Deputy Chief Virts added that a component of the proposed performance contract includes having Nationally Registered Paramedics and Emergency Medical Technicians (EMT), as well as quality assurance and training standards.

Fire Chief Jones added that section 12; exhibit B of the contract includes performance measures and holds a contracted provider accountable to the standards the City has set.

Commissioner Wolff expressed concern about the nine-year term in the proposed performance contract meeting the needs of the City with the additional people because of the Sentinel system.

Deputy City Attorney Taylor responded that the City would have the ability to amend the performance contract.

Fire Chief Jones added that there is currently a process to address any major issues and the City continues to monitor trends daily. The City could reach out to neighboring jurisdictions if there was a major event in the City.

Commissioner McKenney expressed concern that four years may not be long enough for a competitive environment and return on investment with regard to an RFP process. He inquired if the proposed performance contract requires one Basic Life Support (BLS) and two Advanced Life Support (ALS) ambulances to be on duty and about a contractor's personal failure to comply with contractual requirements notifying the City within two business days.

Fire Chief Jones responded that there has been and continues to be a return on investment with the current contracted provider, GFES. The ultimate liability of EMS in the community falls upon the City; however, being able to administer a contract that keeps performance levels at the highest and addresses concerns with a private contracted provider is important. If the performance measures stay high, it would provide a total of nine years extended out and falls in line with other EMS performance contracts entered into with Cascade County. Chief Jones further responded that the performance contract does require that one BLS and two ALS ambulances to be on duty; however, the contracted provider would have to provide private industry work along with 911-response work.

EMS Deputy Chief Virts added that a contracted provider's personal failure to comply with contractual requirements notifying the City within two business days is current performance contract language.

Commissioner McKenney received clarification that damages for failure to comply with Code 3 speed limits requiring a contracted provider to pay \$250.00 for each incident that is verified and documented in which the contractor's personnel exceeds the posted speed limit by more than 10 miles per hour is language that has been in the performance contract since its inception. He further received clarification that there is a State standard for ambulance inspections with regard to ambulance equipment and supplies and that the 2023 rates in Exhibit D are contractor rates.

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Mayor Kelly inquired what GFFR needed from the Commission tonight.

Fire Chief Jones responded that he needed consensus of the Commission for moving forward with the proposed performance contract and recommendations to the next step would be provided to the Commission.

Mayor Kelly inquired what the recommendations would be for the next step.

Fire Chief Jones responded that the performance contract would be offered to the current provider or put out for an RFP.

Commissioner Tryon inquired about the timeline of an RFP meeting the terms of the performance contract commencing in May 2024.

Fire Chief Jones responded that because it is November, there are already some timelines. If there is consensus of the Commission, he is ready to present the recommendations tonight at the work session.

Commissioner McKenney inquired if the current provider could negotiate the performance contract if they did not agree with it.

Fire Chief Jones responded that the City never negotiates performance contracts. City staff took GFES's input and applied it to best meet the needs of not only GFES, but also the citizens in the community. City staff feels that what was presented tonight, along with the modifications, would be in the best interest of all parties involved.

Referring to Commissioner McKenney's concern about a four-year term, Deputy City Attorney Taylor explained that if there was a shorter term, the City would not have the ability to get out the contract for no reason and the contractor would. The City would be able to get out of the contract with a longer term.

It was the consensus of the Commission that City staff proceed with offering the performance contract to GFES.

DISCUSSION OF POTENTIAL UPCOMING WORK SESSION TOPICS

Deputy City Manager Chuck Anderson reported that a rec/aquatic center progress update will be a topic for the December 5, 2023 work session. There will not be a formal work session on December 19, 2023; however, there will be a swearing in, as well as a meet and greet for newly elected officials and neighborhood councils. A semi-annual budget review and library levy implementation will be topics for the January 2, 2024 work session.

Commissioner Tryon inquired if another topic could be added to the December 5, 2023 work session in order to make good use of time.

Deputy City Manager Anderson responded that the rec/aquatic center progress update would take longer

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than 30 minutes; however, an alternative topic could be added.

Mayor Kelly requested that a post levy vote discussion be a topic at an upcoming work session.

ADJOURN

There being no further discussion, Mayor Kelly adjourned the informal work session of November 21, 2023 at 6:23 p.m.