



**Item:** Great Falls Emergency Services (GFES) EMS Transport Services Contract Extension

**From:** Randall E. McCamley, Fire Chief

**Initiated By:** David Kuhn, President - - Great Falls Emergency Services

**Presented By:** Randall E. McCamley, Fire Chief

**Action Requested:** Approve/Disapprove EMS Transport Contract Extension

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/disapprove) a four (4) year contract extension with Great Falls Emergency Services for EMS Transport Services, beginning January 1, 2014 through December 31, 2017.”

2. Mayor calls for a second, discussion, public comment, and calls the vote.

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**Staff Recommendation:** Staff recommends that the City Commission consider GFES request for a four year extension of its contract with the City of Great Falls for citywide 911 emergency ambulance services and approve said request.

**Background:** On January 8, 2008, the City Commission adopted Ordinance 2993 which established City authority and responsibility for pre-hospital emergency care and transportation. The Ordinance further set forth the formal operating structure of the EMS system and established the provisions for performance contracting.

On October 6, 2008, the City Commission approved the Performance Contract with Great Falls Emergency Services, an agreement for citywide 911 emergency ambulance services. The term of said contract is November 1, 2008 to December 31, 2013. In November, 2012, GFES submitted a letter requesting a four year extension of the EMS Transport Services Contract with the City of Great Falls.

Section 1.3, Conditions for Contract Extension, states, in pertinent part, “This Agreement may be extended for two subsequent four-year terms by action of the Great Falls City Commission. At least one year prior to the expiration of this Agreement, Contractor (GFES) shall notify the EMS System Administrator for the option to extend the Agreement.”

Additionally, Title 8, Chapter 9, Section 325 of the Official Code of the City of Great Falls, sets forth "At the discretion of the City Commission, contract extensions may be granted, or the contract may provide for automatic annual renewals based on achievement of performance measures and customer service requirements specified by the City." Currently, GFES has met all the performance measures, has met the needs of our community, as well as the EMS service requirements as identified in the EMS Transport Services Contract.

**Citizen Participation:** The public is encouraged and welcomed to attend all EMS Advisory Board Meetings. Public comment is welcomed by the Board and the EMS System Administrator.

**Workload Impacts:** Since GFES has been the EMS Transport Service Contractor for the last 4 years, a contract extension shall not increase the City's or the department's workload. However, if the will of Commission is to negotiate a new contract or to offer the contract for bid, the time and effort to accomplish such a task would take hundreds of staff hours and thousands of dollars in consultant supported assistance.

**Purpose:** The purpose of allowing a contract extension is twofold. First, to continue 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 and with a provider who has a track record in this community. Second, an extension will avoid the cost and time of negotiating a new contract or offering a new contract for bid. This extension will keep GFES's staff working with the City to keep the EMS system working, saving lives and lessening pain and suffering to the citizens we serve.

**Evaluation and Selection Process:** If the Commission agrees and approves the EMS contract extension no competitive evaluation and selection process is necessary.

**Conclusion:** In conclusion, the City EMS Administrator recommends approval of GFES's request for a four-year extension of its EMS Transport Services Contract with the City of Great Falls pursuant to the terms of the Contract approved by the Commission on October 6, 2008. All other terms and conditions of the original contract remain in full force and effect.

**Concurrences:**

Fiscal services  
Great Falls City Attorney  
Great Fall Emergency Services owner and staff  
EMS Advisory Board  
City Manager

**Fiscal Impact:** No fiscal impact is anticipated as long as the Commission approves the extension of the current contract.

As noted, if the extension is disapproved, the exact fiscal impact can only be related to what the last EMS contract cost. The consultant alone was approximately \$66,200.

**Alternatives:** The City Commission could disapprove the contract extension, allow for a Request for Proposals for other ambulance companies to provide pre-hospital emergency care and transport services in the City under an EMS Transport Contract.

**Attachments/Exhibits:**

EMS Transport Services Contract

Letter dated November 12, 2012, from David Kuhn, President, Great Falls Emergency Services  
(Letter not available online; on file in City Clerk's Office.)

**ORIGINAL**



# ***EMS Transport Services Contract***

An Agreement with Great Falls  
Emergency Services and the City of  
Great Falls, Montana for Citywide  
911 Emergency Ambulance Services

November 1<sup>st</sup> 2008 to December 31, 2013

AN AGREEMENT WITH GREAT FALLS EMERGENCY SERVICES AND THE CITY OF GREAT FALLS, MONTANA FOR CITYWIDE 911 EMERGENCY AMBULANCE SERVICES

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## **SECTION 1 – ADMINISTRATION OF THE CONTRACT AND TERMS**

### **1.1 Contract Administration**

The 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:

- A. Monitor the Contractor's and Subcontractor's EMS service delivery for compliance with standard of care as defined through law, medical protocols, and policies; and
- B. Provide technical guidance, as the Contract Administrator deems appropriate.

### **1.2 Term of Contract**

The term of this Agreement shall commence at 00.01 hours on November 1st, 2008, and shall terminate at midnight on December 31, 2013, unless terminated earlier or extended pursuant to the terms and conditions of this Agreement.

### **1.3 Conditions for Contract Extension**

This Agreement may be extended for two subsequent four-year terms by action of the Great Falls City Commission. At least one year prior to the expiration of this Agreement, Contractor shall notify the EMS System Administrator for the option to extend the Agreement.

- A. In deciding whether or not to extend this Agreement, the City, at its discretion, may establish a Review Committee to analyze the performance of the Contractor and to make recommendations to the Contract Administrator.
- B. EMS System Administrator will provide Contractor with a letter of approval or disapproval of the contract extension within 60 days of receiving the Contractor's letter notifying the EMS System Administrator for the option to extend the Agreement.

### **1.4 Contract Service Area**

All requirements described in this Agreement apply to the geographical area of the City of Great Falls and the Fire Districts served by Great Falls Fire Rescue.

## **1.5 Notices**

All notices, demands, requests, consents, approvals, waivers, or communications ("notices") that either party desires or is required to give to the other party shall be in writing and either personally delivered or sent by prepaid postage, first class mail, or sent by facsimile (with confirmation receipt). Notices shall be addressed as appears below for each party, provided that if either party gives notice of a change of name or address, notices to the giver of that notice shall thereafter be given as demanded in that notice.

Contractor: Great Falls Emergency Services-Manager  
514 9<sup>th</sup> Avenue South  
Great Falls, Montana 59405

Contractor: Great Falls Emergency Services- President  
2880 North 55 West  
Idaho Falls, Idaho 83402

City: EMS System Administrator  
City of Great Falls City Manager's Office  
P.O. Box 5021  
Great Falls, Montana 59403



## **SECTION 2 – ROLES AND RESPONSIBILITIES**

### **2.1 City's Functional Responsibilities**

The City seeks to ensure that reliable, high quality pre-hospital emergency medical care and transport services are provided on an uninterrupted basis. To accomplish this purpose, the City shall:

- A. Oversee and enforce the Contractor's rights as the emergency 911 ambulance service provider within the City of Great Falls;
- B. Oversee, monitor and evaluate contract performance and compliance; and
- C. Provide medical direction and control of the City EMS system.

### **2.2 Contractor's Functional Responsibilities**

During the term of this Agreement, the Contractor shall:

- 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;
- B. Develop system status management and deployment plans specific to meeting the performance requirements of the City of Great Falls, continuously monitor the implementation of these plans and make necessary changes to the plans to meet system requirements;
- C. Provide ambulances, as well as other vehicles, equipment, facilities, medical and other supplies (including fuel, lubricants, maintenance, insurance, appropriate vehicle permits, and repairs/replacements) that are used by Contractor as necessary for the provision of services required as part of this Agreement;
- D. Furnish supplies and replacements for those used by the Contractor's personnel and provide replacement supplies used by Great Fall Fire Rescue when providing patient care and treatment;
- E. Establish a recruitment, hiring and retention system consistent with ensuring a quality workforce of clinically competent employees that are currently certified, licensed and/or accredited;
- F. Comply with all training requirements established by the State of Montana, and all applicable policies and provisions established by the Great Falls EMS Advisory Board, EMS System Medical Director, and EMS System Administrator;
- G. Maintain neat, clean, and professional appearance of all personnel, facilities, and equipment;
- H. Maintain a good reputation through ensuring courteous and professional conduct of office and field personnel;
- I. Maintain good working relationship with law enforcement agencies, first-responder agencies, hospitals, healthcare providers and other system participants. This shall include working under the Incident Command System (ICS) and using the National Incident Management System

(NIMS) during all emergency incidents;

- J. Establish and maintain a soft supplies exchange program with first-responder agencies, including Great Falls Fire Rescue. The Contractor will re-supply portable Oxygen to Great Falls Fire Rescue that was used during EMS incidents.
- K. Respond to City's written inquiries about service and/or complaints within five (5) business days of a written request from the City;
- L. Submit, in a timely manner, operational reports, with necessary documentation to support and verify data provided;
- M. Once contractor management becomes aware of incidents in which the Contractor's or Subcontractor's personnel fail to comply with contractual requirements, Contractor will notify the City, within two (2) business days.
- N. Ensure under this agreement, that all Subcontractors meet all performance and contractual requirements.

### **2.3 Medical Control**

- A. Medical Control – The Great Falls EMS 911 System Medical Director has the exclusive authority to develop overall medical plans, policies and medical standards to assure that an effective level of emergency medical care is maintained within the City pre-hospital care 911 system and shall provide ultimate medical control over the entire EMS system to include the Contractor and Subcontractor's EMS personnel while operating within the EMS 911 system pursuant to their licensures or certifications. On all matters affecting the quality of patient care, the EMS 911 System Medical Director directs policy and procedure. The EMS 911 System Medical Director has system-wide scope of authority, which covers all organizations and personnel that have a role in the City's 911EMS system.
- B. Functions of EMS 911 System Medical Director – include, but are not limited to:
  - 1. The determination of medical policies;
  - 2. Monitoring of medical aspects of the Contractor's/Subcontractor's emergency 911 performance and formulation of recommendations for improving that performance;
  - 3. The development and enforcement of standard of care protocols or standards required by the Agreement or by applicable regulations;
  - 4. Serving as the Vice-Chair of the City's EMS Advisory Board;
  - 5. Serving as the Chair of the EMS system's quality improvement committee; and
  - 6. Conducting periodic quality improvement reviews of the EMS 911 system.

C. Matters included within the authority of EMS 911 System Medical Director – include, but not limited to:

1. Review and approval of all EMS training programs that are necessary for operation of the EMS 911 response system;
2. Development and implementation of medical protocols for all EMS 911 system personnel;
3. Protocols governing the use of helicopters for scene response;
4. Patient destination policies;
5. Equipment, medication and supply inventories;
6. Monitoring compliance and enforcement of the standards of care; and
7. Advising on other medical issues.

D. The cost for the EMS 911 System Medical Director will be shared by the City and the Contractor. The City will administer the contract for the EMS 911 System Medical Director.

E. The contractor is authorized to contract with an Agency Medical Director of their choice. The contractor's Agency Medical Director will be advisory on all issues related to plans, policies, and medical standards related to the city's 911 emergency care system. The contractor is solely responsible for all cost and actions associated with their Agency Medical Director.

## **SECTION 3 – DEPLOYMENT**

### **3.1 Deployment Plan**

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.

### **3.2 On-going Deployment Plan Requirements**

An initial deployment plan shall be filed with the City within thirty (30) days from accepting this contract as part of the Reporting Requirements shown in **Exhibit A**. A current deployment plan shall be kept on file with the City. The Contractor shall redeploy ambulances or add additional ambulance hours if the response time performance standard is not met. The Contractor shall submit proposed changes in the deployment plan in writing to the Contract Administrator thirty (30) days in advance. The 30-day prior written notice shall be waived if Contractor is adding resources to its deployment plan or if an emergency adjustment to the plan is needed to correct an acute performance problem.

### **3.3 Annual Review of Deployment Plan**

The Contractor will provide the City with updated deployment maps on an annual basis.

## SECTION 4 – OPERATIONS

### 4.1 Response Time Standards

- A. Response Time Performance – System response times are a key measurement of performance. This measurement is the determining factor, which drives the placement and redeployment of the systems resources throughout the entire system.
1. Each incident will be counted as a single response regardless of the number of units that respond.
  2. The Contractor shall use its best efforts to minimize variations or fluctuations in response time performance.
  3. For purposes of tracking Contractor response times and reporting, the City boundaries will encompass the entire ambulance response zone.
  4. The Contractor's personnel shall not exceed the posted speed limit by more than 10 miles per hour when responding to code III (emergency lights and siren) calls. Failure to comply with this requirement may result in damages being assessed as specified in **Exhibit B**. All posted speed limits and traffic regulations shall be observed during non-code III responses.
- B. 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.

*These response zone boundaries are delineated on the map included in **Exhibit E**.*

- C. Response Time Exemptions – In some cases, late responses will be excused from financial damages and from response time compliance reports. Approved response time exemptions include:
1. Failure by CCCDC dispatcher to give accurate location information (including address or cross street) to responding units;
  2. Weather conditions which impair visibility or create unsafe driving conditions;
  3. Call in which the response code is reduced from code III by CCCDC or first responder during the time the ambulance unit is enroute to the dispatched location;

- a. If the first responders or CCCDC orders the response slowed to Code I (no lights and sirens then a 50% increase in response times are allowed.
  - b. The same penalties apply if Code I response times are not met.
4. Wrong address provided by the requesting party;
  5. Unavoidable delay caused by unreported road construction;
  6. Material change in dispatch location after the initial dispatch is recorded as dispatched.
  7. No time recorded by dispatch.

*Exceptions shall be for good cause only, as determined by the City. The burden of proof that there is good cause for an exemption shall rest with the Contractor, and the Contractor must have acted in good faith. The alleged good cause must have been a substantial factor in producing the excessive response time. Exemptions shall be considered on a case-by-case basis.*

*Contractor shall file a request for each response time exception on a monthly basis with the City by the 20<sup>th</sup> of each month after receiving the City's Response Time Performance Report for the previous month. Such request shall list the date, the time, and the specific circumstances causing the delayed response.*

- D. Response Time Calculations – Response times shall be calculated from the hour, minute and second the call is received at the Contractor's dispatch center or radio dispatched by CCCDC to an ambulance, to the hour, minute and second the Contractor arrives on scene with a fully equipped and staffed ALS ambulance.

*A call is considered "received" by the ambulance when crewmembers have received sufficient information from the reporting party to initiate the response (i.e. call back number, address, and patient chief complaint)*

- E. Applicable Calls – Response time standards shall apply to all emergency 911 ambulance requests requiring a Code III response. Each incident shall be counted as a single response regardless of the number of first-responders or ambulances actually utilized and only the first arriving ambulance's time shall be applicable. If a response is cancelled, or downgraded to a lower priority, financial penalties may be assessed if the response time standard was exceeded at the time of cancellation or downgrade.

- F. Response Time Performance Report – On the 10<sup>th</sup> day of each month, the City will provide the Contractor with a Response Time Performance Report for the previous month identifying each emergency call

1. That did not meet response time standard;
2. That an ambulance was requested and was not able to respond; and
3. Where failure to properly report times necessary to determine response time, on-scene

time, and transport time.

*The Contractor shall identify causes of performance failures and document efforts to eliminate these problems by the 20<sup>th</sup> day of each month to the City.*

- G. Damages for Failure to Provide Data to Determine Compliance – When on-scene time cannot be provided for a particular emergency call, response time for that call shall be deemed to have exceeded the required response time for purposes of determining response time compliance. In order to rectify the failure to report an on-scene time and to avoid the damages, Contractor may demonstrate to the satisfaction of the City an accurate on-scene time, however, the response would then be subject to response time damage calculations. If response times exceeds response time standards.
- H. Response Time Fine Structure – If contractor and/or Subcontractor fail to meet response time standards or performance standards in the delivery of service, except as otherwise exempted, the Contractor shall be assessed penalties in the amounts listed in **Exhibit B**.
- I. Any infractions of the response time criteria will be submitted on the City's response time form.

#### **4.2 Dispatch Requirements**

- A. Dispatch – The Contractor shall utilize Cascade County Consolidated Dispatch Center (CCDC) for emergency 911 ambulance dispatch services.
- B. Payment for Dispatch Services – Payments for dispatch services will be made quarterly according to the schedule outlined in **Exhibit C**.
- C. Communications Equipment – Contractor shall provide and maintain communications equipment in good operating condition. Such communications equipment shall be compatible with existing CCDC equipment and remain so during the period of this Agreement. Changes will be coordinated with the contractor. The City will assist the contractor with a means to fund communication equipment.

#### **4.3 Equipment and Supplies**

- A. Ambulances – All ambulances used under this Agreement shall be type I, II, or III, shall be in good condition, and shall meet or exceed the current Federal KKK standards at the time of the vehicle's original manufacture, except where such standards conflict with State of Montana standards, in which case the State standards shall prevail. All such ambulances shall also meet or exceed the equipment standards of the State of Montana. The Contractor shall assume all costs ambulance and equipment maintenance.

Contractor shall maintain, and provide to the Contract Administrator, a complete listing of all ambulances (including reserve ambulances) to be used in the performance of this Agreement, including their license and vehicle identification numbers, and the name and address of the lien holder, if any. Changes in the lien holder, as well as the transfer of ownership, purchase, or sale of ambulances used under this agreement shall be reported to the Contract Administrator.

- B. Ambulance Equipment and Supplies – Each ambulance shall, at all times maintain an equipment and supply inventory sufficient to meet Federal and State requirements for ALS level ambulances, including the requirements of the City. Contractor shall be responsible for stocking all expendable supplies including medications.

All medical equipment shall be in good repair and in working and safe order at all times. Contractor shall have sufficient medical equipment and expendable supplies so that there is a sufficient backup to accommodate replacement during repair and for times of excessive demand in the system.

The Contractor shall furnish, operate, maintain, and replace, as necessary, any and all items of equipment, apparatus and supplies, whether real, personal, or otherwise, necessary to fulfill its obligations under the Agreement. The Contractor shall furnish and maintain a detailed inventory of medical equipment and supplies on board its ALS ambulances.

- C. Radio Communications – Contractor shall ensure that each ambulance is equipped with appropriate emergency communication and alerting devices. Every ambulance shall include the ability to communicate with CCCDC, Benefis Hospital, GFFR, and other public safety agencies. Contractor shall ensure that each ambulance utilized in the performance of this Agreement is equipped with emergency devices capable of being used to notify ambulance personnel of response needs; and radio communications equipment compatible with CCCDC communications equipment sufficient to meet or exceed the requirements of City or CCCDC policies and procedures. Contractor shall have access to an internal radio communications system including a portable communications link between Contractor's ambulance crews and its dispatch center.
- D. Controlled Substances – The Contractor shall have controlled substance policies and procedures, consistent with Drug Enforcement Administration (DEA) and State of Montana requirements, to govern the storage, inventory, accountability, restocking, and procurement of controlled drugs and substances permitted to be carried and utilized in the provisions of ALS by paramedics.
1. The EMS System Medical Director shall approve all controlled substance policies and procedures.
- E. Safety Equipment – Contractor will follow State and Federal OSHA requirements and shall provide personnel with equipment necessary to ensure protection from illness or injury when responding to an emergency medical request.
- F. Vehicle Maintenance Program – Contractor's vehicle maintenance program shall be designed and conducted so as to achieve the highest standards of reliability appropriate to a modern emergency ambulance service. The Contractor will maintain ambulances and equipment to the manufacturer's service maintenance schedule.
1. Contractor shall maintain all ambulances. Vehicles shall be kept in excellent working condition at all times. Any ambulance with any deficiency that compromises, or may compromise, its performance, shall be immediately removed from service.



#### **4.4 Disaster Preparedness**

- A. **Disaster Plan** – Contractor shall have a plan for the immediate recall of personnel to staff units during multi-casualty situations, or declared disaster situations. This plan shall include the ability of the Contractor to page and alert off-duty personnel. The Contractor shall participate in training programs and exercises designed to upgrade, evaluate, and maintain readiness of the system's disaster and multi-casualty response system.
- B. **Disaster Planning** – Contractor shall actively participate with the City in disaster planning. Contractor shall designate a representative who shall regularly attend meetings and shall be the liaison for disaster activities with the City and with other agencies. The Contractor shall provide field personnel and transport resources for participation in any City disaster drill in which the City disaster plan or multi-casualty incident plan is tested.
- C. **Disaster Response** – If a disaster declaration is made, the City may suspend normal operations and the Contractor shall respond in accordance with the disaster plan. The following provisions may apply, as determined by the Contract Administrator, during and after a disaster:
1. During such periods, the Contractor may be released, at the discretion of the Contract Administrator, from response time performance requirements for all responses, including response time penalties. At the scene of such disasters, Contractor's personnel shall perform in accordance with the City disaster plan.
  2. When disaster response has been terminated, the Contractor shall resume normal operations as rapidly as is practical considering exhaustion of personnel, need for restocking, and other relevant considerations and shall keep the Contract Administrator informed of factors that limit Contractor's ability to resume normal operations.
  3. During the course of a disaster, the Contractor shall use its best efforts to maintain emergency service throughout the City, and shall suspend or ration non-emergency transport work as necessary.
  4. The City shall assist the Contractor in seeking reimbursement for its costs for any disaster relief monies. Such assistance shall be limited to processing claims for reimbursement equal to 100% of the direct cost of the services, or the allowable standby charge provided for herein, whichever is greater. The City shall have no financial responsibility for these costs or charges other than to provide assistance in processing the claim(s) for payment.
- D. At the scene of a mass-casualty incident (MCI), the Contractor's personnel shall perform as part of the Incident Command System (ICS) structure.

#### **4.5 System Committee Participation**

Contractor shall designate personnel to participate in committees that have a direct impact on emergency medical services for the City, to include, but not be limited to, Great Falls EMS Advisory Board, EMS Advisory Board subcommittees, including the quality improvement committee. Personnel participants may include, but not be limited to, president, management, agency medical director,

and staff.

#### **4.6 First-Responder Program Support**

- A. Contractor agrees to have an effective EMS system that the ALS ambulance and the ALS first-responders must work as a team to deliver the highest-level and most cost-effective service. The EMS delivery system must be integrated rather than segregated.
- B. Disposable items used by GFFR first-responders in providing patient care and treatment shall be replaced by Contractor's personnel at the incident scene. If it is not in the best interest of patient to complete the replacement of disposable items at the incident, GFFR will furnish the Contractor's personnel with a list of items to be replaced accompanied by the name, if known, and incident number of the patient for whom the item was used. The Contractor shall, within 48 hours of receipt of the list of items, re-supply GFFR with all items on such list to be delivered to Fire Station 1, 105 9<sup>th</sup> Street South, Great Falls, MT.
- C. Within 24 hours, the Contractor shall retrieve and return to GFFR all durable equipment supplied by GFFR in providing EMS and any other GFFR equipment which has come into the Contractor's possession.

## **SECTION 5 – PERSONNEL**

### **5.1 Clinical and Staffing Standards**

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.
- B. Management and Supervision – Contractor shall provide the management personnel necessary to administer and oversee all aspects of emergency ambulance service. At least one field supervisor with emergency medical experience shall be on-duty or on-call at all times to oversee and provide support to field personnel. The Contractor shall provide to the City a hierarchal table of organization identifying the management positions and their roles and responsibilities.
- C. Required Certifications – The Contractor shall follow the State of Montana Department of Health and Human Services and the Board of Medical Examiners rules and regulations regarding the licensure and certification requirements of its employees who work in the City.
- D. In-Service Training, Continuing Education and Driver Training – Contractor shall have a program for ensuring personnel are prepared to respond to emergency requests through in-service training and continuing education.
  - 1. Contractor shall implement a program, to train EMT personnel to assist Paramedics in the provision of advanced life support patient care.
  - 2. Contractor shall maintain an on-going driver training program for ambulance personnel.
  - 3. Contractor shall provide in-service training programs related to the EMS Advisory Board's quality improvement activities and outcomes.
  - 4. Contractor shall allow GFFR personnel to attend in-service training and GFFR will allow Contractor's employees to attend their in-service training programs.
  - 5. All field level staff shall be trained at the ICS-100 and NIMS 700 level and all field supervisors shall be trained at the ICS-300 (based on availability) and NIMS 800 level within 60 days of employment or promotion to supervisor level.

## **5.2 Safety and Infection Control**

The Contractor shall comply with all State and Federal safety requirements, including all applicable articles in Title 29 of the Code of Federal Regulations.

## **SECTION 6 – QUALITY/PERFORMANCE**

### **6.1 Continuous Quality Improvement Program**

- A. Contractor shall participate in the EMS system continuous quality improvement (CQI) program which interfaces with the local EMS Advisory Board's evolving CQI Program, including participation in system related CQI activities. The EMS system CQI program shall be an organized, coordinated, multi-disciplinary approach to the assessment of pre-hospital emergency medical response and patient care for the purpose of improving patient care service and outcome. The CQI program should not be limited to clinical functions alone. The program should include methods to measure performance, identify areas for improvement, and how such improvements can be implemented and then evaluated. The program shall describe customer services practices, including how customer satisfaction is determined and how customer inquiries/complaints are handled.
- B. Contractor shall submit an update to the City to show compliance with CQI areas for improvement.

### **6.2 Inquiries and Complaints**

Contractor shall provide prompt response and follow-up to written inquiries and complaints by the City. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.

### **6.3 Unusual Occurrences**

Contractor shall complete a report to the Contract Administrator within 48 hours by all parties involved in any unusual occurrence as defined below. When Contractor becomes aware, the Contractor shall immediately notify the Contract Administrator of potential violations of the Administrative Rules of Montana Title 37 – Department of Public Health and Human Services, Chapter 104 or Montana Code Annotated Title 50 – Health and Safety, Chapter 6 – Emergency Medical Services. IT IS THE PARTIES' INTENTION THAT ALL INFORMATION EXCHANGED UNDER THIS SECTION BE USED EXCLUSIVELY IN CONNECTION WITH QUALITY ASSESMENT OR IMPROVEMENT ACTIVITIES INCLUDING THE PROFESSIONAL TRAINING OR SUPERVISION OF THE CONTRACTOR PURSUANT TO SECTIONS 50-16-201 THROUGH 205 OF MONTANA CODE ANNOTATED.

## **SECTION 7 – DATA AND REPORTING**

### **7.1 Data System Hardware and Software**

Contractor shall utilize a patient care reporting form or system as approved by the State of Montana.

### **7.2 Uses and Reporting Responsibilities**

The EMS data system shall be used for documentation of patient medical records, continuous quality improvement, and reporting aggregate data as specified by Administrative Rules of Montana and the City. The database system shall contain all EMS responses and patient records. These patient records shall contain a unique identifier for the patient (e.g., automated dispatch system incident number), automated dispatch system information for the response, pre-hospital personnel for the response, patient information (e.g., name, address, insurance), patient history, physical findings, and treatment rendered. Contractor shall comply with the requirements for the patient care report as identified in State and local EMS policies.

### **7.3 Pre-Hospital Care Reports**

Contractor shall complete appropriate documentation and pre-hospital care reports according to State and local EMS policies.

### **7.4 Inspection of Records and Reports**

- A. Contractor shall retain and make available for inspection by the City during the term of the Agreement and for at least a three-year period from expiration of the Agreement all documents and records required and described herein.
- B. At any time during normal business hours, and as often as may reasonably be deemed necessary, the Contract Administrator, or her/his designee, and the EMS 911 System Medical Director, may observe the contractor's operations.
- C. City representatives may, at any time, and without notification, directly observe and inspect the Contractor's operation, ride as "third person" on any of the Contractor's ambulance units, provided however, that in exercising this right to inspection and observation, such representatives shall conduct themselves in a professional and courteous manner, shall not interfere in any way with the Contractor's employees in the performance of their duties, and shall, at all times, be respectful of the Contractor's employer/employee relationship.
- D. The City's right to observe and inspect the Contractor's business office operations or records as defined in this agreement shall be restricted to normal hours, except as provided above.

### **7.5 Health Insurance Portability and Accountability Act of 1996, Public Law 104-191**

- A. During the term of this Agreement, each party may receive from the other party, or may receive or create on behalf of the other party, certain confidential health or medical information (Protected Health Information "PHI", as further defined below). This PHI is subject to protection under state and/or federal law, including the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA) and regulations promulgated there under by the U.S.

Department of Health and Human Services (HIPAA Regulations). Each party represents that it has in place policies and procedures that will adequately safeguard any PHI it receives or creates, and each party specifically agrees to safeguard and protect the confidentiality of Protected Health Information consistent with applicable law. Without limiting the generality of the foregoing, each party agrees that it shall have in place all policies and procedures required to comply with HIPAA and the HIPAA Regulations prior to the date on which such compliance is required. Contractor shall require subcontractors to abide by the requirements of this section.

- B. For purposes of this section, Protected Health Information means any information, whether oral or recorded in any form or medium: (a) that relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to any individual; or the past, present or future payment for the provision of health care to an individual, and (b) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. This section shall be interpreted in a manner consistent with HIPAA, the HIPAA Regulations and other state or federal laws applicable to PHI.

## **SECTION 8 –SUBCONTRACTING**

### **8.1 General Subcontracting Provisions**

All subcontracts of Contractor for provision of services under this Agreement shall be notified of Contractor's relationship to City.

- A. Contractor has legal responsibility for performance of all contract terms including those subcontracted.
- B. Nothing in this Agreement, or in any subcontract, shall preclude the City from monitoring the EMS activity of any subcontractor.
- C. There shall be a section in each subcontract requiring prior approval from the City before any subcontract may be modified.
- D. The Contractor shall assure that the subcontractors cooperate fully with the City.
- E. In the event discrepancies or disputes arise between this Agreement and the subcontracts, the terms of this Agreement shall prevail in all cases.

### **8.2 Relationships and Accountability**

Should the Contractor utilize one or more subcontractors to provide any of the Contractor's primary responsibilities, the Contractor shall seek and obtain approval of the subcontract(s) from the City, and provide assurance to the City that each of the subcontractor(s) is professionally prepared for and understands its role within the system.

- A. The Contractor shall provide clear evidence that the scope of service designed for the subcontractor(s) will enhance system performance capability and provide a cost savings for the EMS System.
- B. If the subcontract(s) and associated scope of work is approved, the Contractor shall be accountable for the performance of the subcontractor(s).
- C. The inability or failure of any subcontractor to perform any duty or deliver contracted performance will not excuse the primary Contractor from any responsibility under this Agreement.
- D. The Contractor shall designate a management liaison to work with the City in monitoring compliance of subcontractors with contractual and system standards.

### **8.3 Performance Criteria**

All subcontractors will be held to the same performance criteria as the primary Contractor, with respect to quality improvement activities, medical control, continuing education, and penalties for non-compliance. The Contractor shall pay penalties for late response times according to the terms of this Agreement as described in **Exhibit B**.



## **SECTION 9 – ADMINISTRATIVE REQUIREMENTS**

### **9.1 Performance Security**

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, 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.

- A. Cash; or
- B. An irrevocable letter of credit issued by a financial institution rated at least "A" by Moody's or Standard and Poor's in a form acceptable to the City Legal Counsel which shall recognize and accept the contract's requirements for immediate payment of funds to the City upon determination by the City Commission that Contractor is in major breach and that the nature of the breach is such that the public health and safety are immediately and seriously endangered, and recognizing that any legal dispute by the Contractor or the creditor shall be initiated and resolved only after release of the performance security funds to the City; or
- C. An irrevocable guaranty issued by an entity rated at least "A" by Moody's or Standard and Poor's in a form acceptable to the City Legal Counsel which shall recognize and accept the contract's requirements for immediate payment of funds to the City upon determination by City Legal Council that Contractor is in major breach and that the nature of the breach is such that the public health and safety are immediately and seriously endangered, and recognizing that any legal dispute by the Contractor or the creditor shall be initiated and resolved only after release of the performance security funds to the City; or
- D. A surety bond issued by an insurance company rated at least "A" by Moody's, Standard and Poor's or A.M. Best in a form acceptable to City Legal Counsel which shall recognize and accept the contract's requirements for immediate payment of funds to the City upon determination by the City Legal Counsel that Contractor is in major breach and that the nature of the breach is such that the public health and safety are immediate and seriously endangered, and recognizing that any legal dispute by the Contractor or the creditor shall be initiated and resolved only after release of the performance security funds to the City; or
- E. Such other forms of security, or a combination of the above methods, that is acceptable to the City.
- F. The irrevocable letter of credit, irrevocable guaranty, or surety bond furnished by the Contractor in fulfillment of this requirement shall provide that such letter of credit, guaranty, or bond shall not be cancelled for any reason except upon thirty (30) calendar days written notice to the City of the intention to cancel said letter of credit, guarantee, or bond. The Contractor shall, not later than twenty (20) days following the commencement of the thirty-day notice period, provide the City with replacement security in a form acceptable to the City. In the event that the guarantor/surety is placed into liquidation or conservatorship proceedings, Contractor shall

provide replacement security acceptable to the City within twenty (20) days of such occurrence.

## **9.2 Insurance**

Contractor, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance withal of the following insurance coverage(s) and requirements. Such insurance shall be in a form or format acceptable to City Counsel and City Risk Management and shall be primary coverage as respects City.

### **A. Types of Insurance and Minimum Limits:**

1. **Worker's Compensation** – Statutory Worker's Compensation Insurance shall cover all Contractor's staff while performing any work incidental to the performance of this Agreement.
2. **General Liability** – Commercial general liability insurance policy, including automobile coverage, in a form acceptable to the City, of not less than \$2,000,000 per occurrence for bodily injury or death, and \$2,000,000 per occurrence for loss or damage to property; and \$4,000,000 aggregate.

*All policies of insurance required in this Agreement shall be issued by insurance companies licensed to do business in the State of Montana. Proof of coverage shall be evidenced by submitting an insurance certificate, or certificates, to the City, which names the City as an additional insured and indicates that the City will be notified no less than thirty (30) days prior to alteration, cancellation, termination, or non-renewal of coverage.*

3. **Professional Liability** – Professional Liability insurance policy of not less than \$2,000,000 per occurrence and \$4,000,000 aggregate.

## **9.3 Indemnification**

- A. Contractor agrees to defend, indemnify, protect and hold the City, its officers, employees and agents harmless from and against any and all claims asserted, or liability established for injuries or damages to any person or property (including attorney's fees), or losses and causes of action which may arise from or in connection with the performance by the Contractor under this Agreement.
- B. The City agrees to defend, indemnify, protect and hold the contractor, it officers, employees, shareholders and agents harmless from and against any and all claims asserted, or liability established for injuries or damages to any person or property (including attorneys' fees), or losses and causes of action which may arise from or in connection with the performance by the City under this Agreement.

## **SECTION 10 – FISCAL REQUIREMENTS**

### **10.1 Annual Subsidy**

The City is not required to provide any subsidy to the Contractor/Subcontractor(s) for the purpose of this Agreement.

### **10.2 General Provisions**

- A. As compensation for services, labor, supplies, and materials furnished under this Agreement, Contractor shall collect revenues as permitted in this section.
- B. All contractors' accounting records shall be in accordance with generally accepted accounting principles.
- C. Fiscal year for reporting purposes of this Contract will be January 1, through December 31.

### **10.3 Billing and Collections**

- A. **Rates** – The Contractor's rates beginning at contract start date are located in **Exhibit D**. Contractor agrees to bill all transports and medical care without discount of City approved rates except as required by Medicare, Medicaid and other government agencies. After the Contractor has exercised its best efforts at full recovery of accounts receivable, it shall negotiate its best recovery possible from self-pay patients through its collections agency services and /or exercise its ability to "write off" the ambulance fees for self pay individuals who can't or won't pay for ambulance services.
- B. **Rate Adjustment** – Contractor may increase its rates as required to maintain financial stability throughout the contract. Any increases to rates shall be established in accordance with requirements in ordinance 2993 Section 8.9.375.

### **10.4 Reporting Responsibilities**

During the term of this Agreement, Contractor shall provide the documents and reports shown in **Exhibit A**.

### **10.5 Damages**

- A. Contractor shall be liable for the damages shown in **Exhibit B**.
- B. **Payment Methodology** – City will make final damages determination and invoice the Contractor. Contractor shall pay City monthly for any penalties upon receipt and acceptance by the City of performance reports with penalties for the previous calendar month.
- C. **Damages Disputes** – If contractor disputes City's response time calculation, or the imposition of any other damages, Contractor may appeal to the EMS Administrator in writing within fifteen (15) business days of receipt of notice of damages. The written appeal shall describe the problem and provide an explanation of the reasons why such damages should not be assessed. The EMS Administrator shall review all appeals and shall issue a decision regarding the ruling

as to the issues at hand and determination regarding the imposition, waiver, or suspension of the damages in writing to the Contractor within fifteen (15) business days of receipt of such requests and advise of the determination of such review. If needed, the matter may then be forwarded to the City Commission for final appeal and determination.

- D. Use of Damages Monies – Damage monies shall be expended in a manner that benefits the EMS system as determined by the sole discretion of the City. The EMS System Administrator may seek recommendations from the Contractor, EMS Advisory Board, and other EMS system participants or committees.

## **10.6 Compensation to City**

- A. Dispatch Services – Contractor shall pay the City for emergency medical dispatch services in the amount of \$23,500.00 per year. The Contractor will be responsible for paying the City on time for each payment on a quarterly basis in April, July, October and January (see **Exhibit C**) of each year of the contract term, unless at the direction of the City Commission the compensation for EMS dispatch services is increased to meet the demands of an enhanced dispatch center. Ambulance rates may need to be increased with the City Commission's approval to meet additional compensation requirements. It is the responsibility of the Contractor to begin payments April 1, 2008. A late payment charge of five (5) percent of any unpaid balance will be assessed for each 30-day period or part thereof, in which a payment is past due. The Cascade County Consolidated Dispatch Center and the City warrants that the foregoing amount is not greater than its actual costs of providing such services.
- B. Oversight and Monitoring – Contractor will pay the City \$9,000 annually for City staff for services rendered to provide ongoing contract oversight and to ensure Contractor and Subcontractor provides quality medical care. The Contractor will be responsible for paying the City on time for each payment on a quarterly basis in April, July, October and January (see **Exhibit C**) of each year of the contract term. It is the responsibility of the Contractor to begin payments November 1, 2008. A late payment charge of five (5) percent of any unpaid balance will be assessed for each 30-day period or part thereof, in which a payment is past due.
- C. Medical Direction – Contractor will pay the City \$7200.00 annually for the provision of EMS 911 system medical direction in the form of a part-time EMS 911 System Medical Director position. The Contractor will be responsible for paying the City on time for each payment on a quarterly basis in April, July, October and January (see **Exhibit C**) of each year of the contract term. It is the responsibility of the Contractor to begin payments April 1, 2008. A late payment charge of five (5) percent of any unpaid balance will be assessed for each 30-day period or part thereof, in which a payment is past due.
- D. Arranging for and Providing Pre-Transport Service Fee Contractor will pay the City \$20,000 annually for City staff arranging for and providing Pre-transport services at the scene of an emergency medical incident in which the Contractor's employees respond. The City allows the Contractor to bill the patient and their third party insurance companies for the services and supplies provided by the City's EMS Services. The Contractor will be responsible for paying the City on time for each payment on a quarterly basis in April, July, October, and January (see

**Exhibit C)** of each year of the contract term. It is the responsibility of the Contractor to begin payments, November 1, 2008. A late payment charge of five (5) percent of any unpaid balance will be assessed for each 30-day period or part thereof, in which a payment is past due.

E. Annual fees - as noted in section 10.6 A through D, shall be increased automatically based on the Annual Western Region Urban Consumer Price Index for the previous calendar year.

## **SECTION 11 – GENERAL CONTRACT REQUIREMENTS**

### **11.1 Contract Termination**

Termination For Cause – City may terminate this Agreement at any time for cause for major breach of its provisions immediately and seriously affecting the public health and safety, consistent with the provisions herein.

A. “Major Breach” shall include:

1. Failure of Contractor to operate its ambulances and emergency medical services program in a manner which enables the City and Contractor to remain in substantial compliance with the requirements of federal, state, and local laws, rules and regulations. Contractor shall have 30 days from receipt of notice of breach to cure such failure.
2. Willful and deliberate falsification of information supplied to the City by the Contractor regarding its ambulance and emergency medical services program and services, including, but not limited to, dispatch data, patient reporting data, and response time performance data, as it relates to the contract.
3. Failure to comply with the response time performance requirements for two consecutive months, or for any three months in a calendar year, shall be a “Minor Breach” of this Agreement. Failure to comply with these response time performance requirements for three consecutive months, or for any four months in a calendar year, shall be a “Major Breach” of this Agreement.
4. Failure to consistently meet or exceed the various clinical and staffing standards required herein (as referred to in 5.1 A)
5. Chronic Failure to maintain equipment or vehicles in accordance with good maintenance practices, or to replace equipment or vehicles in accordance with Contractor’s submitted and accepted Equipment Replacement Policy, except as extended use of such equipment is approved by the City as provided for herein provided Contractor shall have 30 days from the receipt of notice of such failure
6. Chronic or persistent failure to comply with conditions stipulated by the City to correct any “Minor Breach” conditions;
7. Failure of the Contractor to cooperate and assist the City in the investigation or correction of any “Minor or Major Breach” of the terms of this Agreement, After written notice by the System Administrator
8. Failure to assist in the orderly transition, or scaling down of services, during the transition to the next contractor if such contract does not include the Contractor;
9. Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the insurance coverage required herein;

10. Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the performance security requirements as specified herein;
11. Any other willful acts or omissions of the Contractor that immediately and seriously endangers the public health and safety.
12. Failure to cooperate and follow the direction of the EMS 911 System Medical Director as it relates to plans, policies, and medical standards.
13. If contractor (I) admits in writing its inability to pay its debts generally as they become due, or (II) files a petition to be adjudicated a voluntary bankrupt in bankruptcy or a similar petition under any insolvency act, or (III) makes an assignment for the benefit of its creditors, or (IV) consents to the appointment of a receiver of itself or of the whole or any substantial part of its property.
14. If Contractor fails to provide the city, with a minimum of 6 months notice, in writing, that contractor will be discontinuing ambulance operations in the city.

B. "Minor Breaches" shall be defined to mean failure to fulfill any of the terms and conditions of this Agreement for which failures are not already provided for and which failures do not amount to a Major Breach of this Agreement, as that term is defined above. Before such minor breaches are imposed, Contractor shall be given notice by certified mail or hand delivery, of the alleged breach and thirty (30) calendar days to cure the breach or to appeal to the EMS System Administrator.

1. Chronic or persistent failure of the Contractor's employees to conduct themselves in a professional and courteous manner where reasonable remedial action has not been taken by the Contractor;
2. Failure to participate in the established Continuous Quality Improvement (CQI) program of the EMS Advisory Board, including, but not limited to investigation of incidents and implementing prescribed corrective actions;
3. Failure to comply with required payment of damages within 30 days written notice of the imposition of such damage assessment.

## **11.2 Declaration of Major Breach and Takeover/Replacement Service**

If the City determines that a Major Breach has occurred, and if the nature of the breach is, in the City's opinion, such that public health and safety are endangered, and after Contractor has been given written notice and reasonable opportunity to correct such deficiency, Contractor shall cooperate completely and immediately with the City to effect a prompt and orderly takeover or replacement by the City of Contractor's City of Great Fall operations.

If requested by the City, the Contractor shall lease up to three ambulances and equipment in Great Falls, for a term not to exceed 180 days at fair market value in mitigation of any damages to the City, resulting from Contractor's breach or failure to perform. However, during the City's takeover of the ambulances and equipment, the City and the Contractor will be considered lessee and lesser, respectively.

### **11.3 Dispute After Takeover/Replacement**

Contractor shall not be prohibited from disputing any finding of major breach through litigation, provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate takeover/ replacement of operations by City. Neither shall such dispute by Contractor delay City's access to Contractor's performance security in accordance with Section 9.1 herein.

Any legal dispute concerning a finding of breach shall be initiated only after the emergency takeover/replacement has been completed. Contractor's cooperation with, and full support of, such emergency takeover/ replacement process, as well as the immediate release of performance security funds to City, in accordance with section 9.1 herein, shall not be construed as acceptance by Contractor of the finding of major breach, and shall not in any way jeopardize Contractor's right to recover any and all damages, including reimbursement of the performance security and any other costs or other expenses incurred as a result of the takeover or replacement should a court later determine that the declaration of major breach was in error. However, failure on the part of Contractor to cooperate fully with City to effect a safe and orderly takeover/replacement of services shall constitute a major breach under this ordinance, even if it is later determined that the original declaration of major breach was made in error.

### **11.4 Breach Not Dangerous to Public Health and Safety**

If the City declares the Contractor to be in breach on grounds other than performance deficiencies dangerous to public health and safety, the Contractor may dispute the City's claim of major breach prior to takeover/replacement of the Contractor's operations by the City.

### **11.5 Liquidated Damages**

The unique nature of the services that are the subject of this Agreement requires that, in the event of major default of a type, that endangers the public health and safety, the City must restore services immediately, and the Contractor must cooperate fully to effect the most orderly possible takeover/replacement of operations. In the event of such a takeover/replacement of the Contractor's operations by the City, it would be difficult or impossible to distinguish the cost to the City of effecting the takeover/replacement, the cost of correcting the default, the excess operating cost to the City during an interim period, and the cost of recruiting a replacement Contractor from the normal cost to the City that would have occurred even if the default had not occurred. Similarly, if takeover/replacement costs and interim operating costs are high, it would be impossible to determine the extent to which such higher costs were the result of the Contractor's default or from faulty management of the City's costs during takeover and interim operations.

For these reasons, this liquidated damages provision is a fair and necessary part of this Agreement. The minimum amount of these additional costs to the City (e.g., costs in excess of those that would have been incurred by City if the default had not occurred) would be not less than the amount identified in the performance security requirement of this Agreement even assuming City's takeover/replacement management team is fully competent to manage the previously contracted functions.



Therefore, in the event of such a declared major breach and takeover/replacement by the City of Contractor's services, Contractor shall pay the City liquidated damages in the amount of \$120,000.00 under the performance security required by this agreement.

#### **11.6 City Responsibilities**

In the event of termination of this Agreement, the City shall be responsible for complying with all laws, if any, respecting reduction or termination of pre-hospital medical services.

#### **11.7 "Lame Duck" Provisions**

If the Contractor fails to win the bid in a subsequent bid cycle, the City shall depend upon the Contractor to continue provision of all services required under this agreement until the winning contractor takes over operations. Under these circumstances, the Contractor would, for a period of several months, serve as a "lame duck". To ensure continued performance fully consistent with the requirements of this agreement throughout any such "lame duck" period, the following provisions shall apply:

- A. Throughout such "lame duck" period, Contractor shall continue all operations and support services at substantially the same levels of effort and performance as were in effect prior to the award of the subsequent agreement to the subsequent winning contractor;
- B. Contractor shall make no changes in methods of operation that could reasonably be considered aimed at cutting Contractor's service and operating costs to maximize profits during the final stages of this contract; and
- C. Contractor may reasonably begin to prepare for transition of service to the new Contractor during the "lame duck" period, and the City shall not unreasonably withhold its approval of the outgoing Contractor's requests to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., so long as such transition activities do not impair Contractor's performance during such "lame duck" period, and so long as such transition activities are prior-approved by the City.

#### **11.8 Equal Employment Opportunity**

The Contractor is responsible for complying with and developing equal opportunity policies and procedures as required by State and Federal guidelines.

#### **11.9 Independent Contractor Status**

Contractor is an independent contractor and not an employee of the City. Contractor is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. Contractor is not entitled to any employee benefits. City agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein.

By their signatures to this Contract, each party certifies that it is his or her considered judgment that the Contractor engaged under this Contract is in fact an independent contractor.

#### **11.10 Non-Assignment and Non-Delegation**

Contractor shall not assign or delegate this Agreement without the prior written consent of City, which consent shall not be unreasonably withheld.

#### **11.11 Conformance to Regulations**

Contractor shall perform this Agreement in conformance with all applicable Federal, State and local rules and regulations, including applicable facility and professional licensure and/or certification laws.

#### **11.12 Conformance to Law**

This Agreement shall be construed and interpreted according to the laws of the State of Montana, the United States of America, and the ordinances of the County of Cascade and the City of Great Falls.

#### **11.13 Reports**

The Contractor shall submit written reports of operations, and other reports as requested by City according to the table shown in **Exhibit A**. The format for the content of such reports will be developed by the City in consultation with the Contractor.

#### **11.14 Changes**

The City may from time to time request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, which are mutually agreed upon between the City and Contractor, shall be effective when incorporated in written amendments in this Agreement. No alteration, amendment, or modification of the terms of this Agreement shall be valid unless executed by written amendment hereto, signed by both parties and approved by the City.

Amendments or modifications to the provisions of this Agreement, including its term, may be initiated by either party and may be incorporated into this Agreement if it is in writing and approved by the parties.

#### **11.15 Retention of Records, Record Keeping, and Accounting Practices**

Contractor shall retain records pertinent to this Agreement for a period of not less than three (3) years after termination of this Agreement. All accounting records shall be kept in accordance with general accepted accounting practices. Annually the Contractor shall submit an "Agreed upon Procedures Engagement" Letter from an independent accounting firm complying with GAAP standards.

#### **Force Majeure**

Contractor shall not be liable to the City for delays in performing the services contemplated under this agreement or for the indirect cost resulting from such delays that may result from riots, war, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

**Severability**

In the event that any one or more of the provisions contained in this Agreement shall for any reason be made illegal by any Federal or State statute or regulation or held by any court or by the Office of Inspector General (OIG) of the United States Department of Health and Human Services to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

Contractor:

GREAT FALLS EMERGENCY SERVICES

By: *Dave Kuhn*

Dave Kuhn

Its: President

STATE OF IDAHO )

County of Bonneville : ss

City of Idaho Falls )

On this 20<sup>th</sup> day of September, 2008, before me, a Notary Public in and for the State of Idaho, personally appeared DAVE KUHN, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal this 20<sup>th</sup> day of September, 2008.



*Heidi A. Hanosky*

Notary Public for the State of Idaho

Printed Name: Heidi A. Hanosky

Residing at Idaho Falls, Idaho

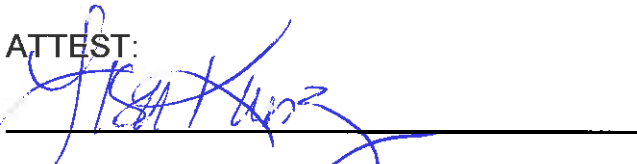
My Commission Expires: 9-20-2010

City of Great Falls:

EMS SYSTEM ADMINISTRATOR

By:   
Gregory T. Doyon

Its: City Manager

ATTEST:  
  
Lisa Kunz, City Clerk

(Seal of the City of Great Falls)

APPROVED FOR LEGAL CONTENT:  
  
David V. Gliko, City Attorney

## **SECTION 12 – EXHIBITS**

**Exhibit A: Reporting Requirements**

**Exhibit B: Damages**

**Exhibit C: Quarterly Payment Schedule**

**Exhibit D: Ambulance Rates**

**Exhibit E: Response Zone Map**

**Exhibit A: Reporting Requirements**

<b>Initial Reporting Requirements</b>			
<b>Report Name</b>	<b>Due Date</b>	<b>Responsible</b>	<b>Submit To</b>
Deployment Plan	Nov. 1, 2008	Contractor	Contract Administrator
EMS Personnel Roster (including information required in 8.9.335 (H))	Nov. 1, 2008	Contractor	Contract Administrator
Hierarchal table of organization identifying the management positions and their roles and responsibilities	Nov. 1, 2008	Contractor	Contract Administrator
Vehicle Inventory	Nov. 1, 2008	Contractor	Contract Administrator
Equipment and Vehicle Replacement Policy	Nov. 1, 2008	Contractor	Contract Administrator

<b>Ongoing Reporting Requirements</b>				
<b>Report Name</b>	<b>Due Date</b>	<b>Frequency</b>	<b>Responsible</b>	<b>Submit To</b>
Deployment Plan changes	30 days prior to change unless emergency adjustment or adding units	As Needed	Contractor	Contract Administrator
Updated deployment maps		Annually	Contractor	Contract Administrator
Response Time Performance Report	On the 10 <sup>th</sup> of each month for the previous month	Monthly	Contract Administrator	Contractor
Response Time Exemption Request	By the 20 <sup>th</sup> of each month for the previous month	Monthly	Contractor	Contract Administrator
Notification of major regulatory actions or sanctions	Within 10 business days of notification by a governmental agency	As Needed	Contractor	Contract Administrator

<b>Ongoing Reporting Requirements</b>				
<b>Report Name</b>	<b>Due Date</b>	<b>Frequency</b>	<b>Responsible</b>	<b>Submit To</b>
Notification of any major enforcement actions, and of any litigation or other legal or regulatory proceeding	Within 10 business days of notification by a governmental agency	As Needed	Contractor	Contract Administrator
Vehicle List Changes		As Needed	Contractor	Contract Administrator
Records of Vehicle maintenance	Within 5 business days of a written request from the City	Annually	Contractor	Contract Administrator
Vehicle and equipment failure reports	Within 3 business days of written request from the City	As Needed	Contractor	Contract Administrator
Number of emergency responses and transports		Monthly	Contractor	Contract Administrator
Incidents in which Contractor's personnel fail to comply with protocols and/or contractual requirements	Within 2 business days of notification	As Needed	Contractor	Contract Administrator
Complete listing of all written service complaints received and their disposition/resolute		As Needed	Contractor	Contract Administrator
Agreed upon Procedures Engagement Letter from an independent accounting firm according to section 11.15 herein	120 after the close of the Contractor's fiscal year	Annually	Contractor	Contract Administrator

**Ongoing Reporting Requirements**

<b>Report Name</b>	<b>Due Date</b>	<b>Frequency</b>	<b>Responsible</b>	<b>Submit To</b>
Response to City inquiries about service and/or complaints	Within 5 business days of a written request from the City	As Needed	Contractor	Contract Administrator
Violations of the Administrative Rules of Montana Title 37 – Department of Public Health and Human Services, Chapter 104 or Montana Code Annotated Title 50 – Health and Safety, Chapter 6 – Emergency Medical Services	Immediately upon notification from a government agency	As Needed	Contractor	Contract Administrator



**Exhibit B: Damages**

**Damages for Failure to Meet Response Time Standard**

The Contractor shall pay the City \$10.00 per minute for each call that does not meet the response time standard (limit per applicable call to be \$100.00). These damages would be assessed on an individual call basis to begin at 12 minutes and 01 seconds for the urban area, 15 minutes and 01 seconds for the rural areas and 23 minutes and 01 seconds for super rural areas. Each response time infraction as noted above will be weighed against the primary response times according to section 4.1, B. (See Chart-1) Response time exemption will apply according to section 4.1, C.

<u>URBAN</u>		<u>RURAL</u>		<u>SUPER RURAL</u>	
12:01-13:00	\$30.00	15:01-16:00	\$30.00	23:01-24:00	\$30.00
13:01-14:00	\$40.00	16:01-17:00	\$40.00	24:01-25:00	\$40.00
14:01-15:00	\$50.00	17:01-18:00	\$50.00	25:01-26:00	\$50.00
15:01-16:00	\$60.00	18:01-19:00	\$60.00	26:01-27:00	\$60.00
16:01-17:00	\$70.00	19:01-20:00	\$70.00	27:01-28:00	\$70.00
17:01-18:00	\$80.00	20:01-21:00	\$80.00	28:01-29:00	\$80.00
18:01-19:00	\$90.00	21:01-22:00	\$90.00	29:01-30:00	\$90.00
19:01-20:00	\$100.00	22:01-22:00	\$100.00	30:01-31:00	\$100.00

Response Time Damage Chart -1

**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 or when the City transports to an emergency medical request, the Contractor shall pay the City a \$500.00 fine per incident.

**Damages for Failure to Comply with Code III Speed Limits**

Contractor shall pay the City \$250.00 for each incident that is verified and documented, in which the Contractor's personnel exceed the posted speed limit by more than 10 miles per hour when responding to a code III call.

**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 reoccurrence.

#### Damages for Failure to Provide Data to Determine Compliance

Each time an ambulance is dispatched and the ambulance crew fails to report on-scene time without a valid reason, Contractor shall pay City \$50.00. When on-scene time cannot be provided, unless a valid reason is provided, response time for that call shall be deemed to have exceeded the required response time for purposes of determining response time compliance. In order to rectify the failure to report an on-scene time and to avoid the damage, Contractor may demonstrate to the satisfaction of the City an accurate on-scene time.

#### 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.

#### Minor Breach

The City may impose damages not to exceed one hundred dollars (\$100.00) for each breach that constitutes a "Minor Breach" of the contract and that has not been cured within not less than 30 days, and /or a mutually agreed upon time frame by both parties, from date of official notice being given by the City or designee.

"Minor Breaches" shall be defined as failure to fulfill any of the terms and conditions of this Agreement which do not amount to a "Major Breach."

Before fines for Minor Breach fines are imposed, the Contract Administrator, or designee, shall give the Contractor written notice of the alleged Minor Breach and opportunity to cure the breach or otherwise respond to the allegations of breach.

#### Monthly Response Time Compliance

Each month that the Contractor does not comply with the response time requirement in each response zone at the 90% mark, Contractor shall pay the City \$100.00 for each tenth (0.1) of a percentage point below 90%. A response zone must have a minimum of one hundred (100) EMS responses for this performance standard to apply.

The EMS System Administrator has the authority to waive fines when it is in the best interest of the EMS system.

**Exhibit C: Quarterly Payment Schedule**

<b>Description of Service</b>	<b>Annual Amount <sup>1</sup></b>	<b>Quarterly Payment <sup>2</sup></b>
Dispatch Services from CCCDC	\$23,500.00	\$5,875.00
EMS System Oversight and Monitoring	\$ 9,000.00	\$2,250.00
EMS 911 System Medical Director	\$ 7,200.00	\$1800.00
Pre-Transport Service Fee	\$ 20,000.00	\$5000.00
<b>Totals</b>	<b>\$59,700.00</b>	<b>\$14,925.00</b>

**Notes:**

Annual amount will be increased according to the CPI provisions detailed in the contract.

Quarterly payments to the City are due on the first day of the new quarter, April 1, July 1, October 1, and January 1.

**Exhibit D: Ambulance Rates**

<b><u>Advanced Life Support</u></b>	<b><u>Cost</u></b>
ALS Emergency	\$847
ALS 2 Emergency	\$997
Waiting Time	No Charge (typical \$10-\$25 every 15 min)
Night Charge	No Charge (typical \$50-\$100)
ALS Treatment w/o Transport	No Charge (typical \$100-\$300)
Oxygen	\$ 49.50
I V. Supplies	\$ 39.00
ALS Routine Supplies	\$ 59.50
Intubations Supplies	\$ 85.00
Defibrillation Supplies	\$ 69.00
EKG Supplies	\$ 8.50
Mileage (per loaded mile)	\$ 15.25
Medications are in addition to ALS and ALS2 charges	
<b><u>Basic Life Support</u></b>	<b><u>Cost</u></b>
BLS Emergency	\$695
Night Charge	No Charge (typical \$50-\$100)
BLS Treatment w/o Transport	No Charge (typical \$100-\$300)
Waiting Time	No Charge (typical \$10-\$25 every 15 min)
Oxygen	\$ 49.50
BLS Routine Supplies	\$ 39.50
EKG Supplies	\$ 8.50
Mileage (per loaded mile)	\$ 15.25

*Note:*

- 1) 34% of all calls are considered treatment without transport or cancels for which GFES has chosen not to charge.*
- 2) GFES' collection rate is approximately 49% on the other 66% of calls. The low collection rate can be attributed to low reimbursement from Medicare, Medicaid, no pay, and self pay, which makes up the majority of GFES' transports.*

**Exhibit E: Response Zone Map**

**Response Zone Maps on File and available on request;**

**City of Great Falls**

**Fire Station-1,**

**105 9th Street South,**

**Great Falls Mt**

**Phone Number: (406) 727-8070**

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**PROPOSED EXHIBIT D-1**

**Addendum to the EMS Transport Services Contract**

<b>Advanced Life Support</b>	<b>Current Rate</b>	<b>Proposed Rate Effective 10/1/2011</b>
ALS Emergent Rate	\$847.00	\$997.00
ALS 2 Emergent Rate	\$997.00	\$997.00
Wait Time	No Charge	No Charge
Night Charge	No Charge	No Charge
ALS Treatment w/o transport	No charge	No Charge
Oygen	\$49.50	\$69.50
IV Supplies	\$39.00	\$59.00
ALS Routine Supplies	\$59.50	\$79.50
Intubation Supplies	\$85.00	\$85.00
Defibrillation Supplies	\$69.00	\$69.00
EKG Supplies	\$8.50	\$12.50
Mileage	\$15.25	\$19.75
Medications	Market Rate	Market Rate

<b>Basic Life Support</b>	<b>Current Cost</b>	<b>Proposed Rate</b>
BLS Emergency	\$695.00	\$849.00
Night Charge	No Charge	No Charge
BLS Treatment w/o Transport	No Charge	No Charge
Waiting Time	No Charge	No Charge
Oygen	\$49.50	\$69.50
BLS Routine Supplies	\$39.50	\$59.50
EKG Supplies	\$8.50	\$12.50
Mileage	\$15.25	\$19.75

**Note:**  
 1) 34% of all calls are considered treatment without transport or cancels for which GFES has chosen not to charge.  
 2) GFES' collection rate is approximately 49% on the other 66% of calls. The low collection rate can be attributed to reimbursement from Medicare, Medicaid, no pay, and selfpay, which makes up the majority of GFES' transports.

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