



**Work Session Meeting Agenda  
2 Park Drive South, Great Falls, MT  
Gibson Room, Civic Center  
November 21, 2023  
5:30 PM**

The agenda packet material is available on the City's website: <https://greatfallsmt.net/meetings>. The Public may view and listen to the meeting on government access channel City-190, cable channel 190; or online at <https://greatfallsmt.net/livestream>.

Public participation is welcome in the following ways:

- Attend in person.
- Provide public comments in writing by 12:00 PM the day of the meeting: Mail to City Clerk, PO Box 5021, Great Falls, MT 59403, or via email to: [commission@greatfallsmt.net](mailto:commission@greatfallsmt.net). Include the agenda item or agenda item number in the subject line, and include the name of the commenter and either an address or whether the commenter is a city resident. Written communication received by that time will be shared with the City Commission and appropriate City staff for consideration during the agenda item, and, will be so noted in the official record of the meeting.

## **CALL TO ORDER**

## **PUBLIC COMMENT**

*(Public comment on agenda items or any matter that is within the jurisdiction of the City Commission. Please keep your remarks to a maximum of five (5) minutes. Speak into the microphone, and state your name and either your address or whether you are a city resident for the record.)*

## **WORK SESSION ITEMS**

1. Ambulance Service Performance Contract for 911 Ambulance Transport Services with the City of Great Falls - Jeremy Jones.

## **DISCUSSION POTENTIAL UPCOMING WORK SESSION TOPICS**

## **ADJOURNMENT**

*City Commission Work Sessions are televised on cable channel 190 and streamed live at <https://greatfallsmt.net>. Work Session meetings are re-aired on cable channel 190 the following Thursday morning at 10 a.m. and the following Tuesday evening at 5:30 p.m.*

*Wi-Fi is available during the meetings for viewing of the online meeting documents.*

## **UPCOMING MEETING SCHEDULE**

Work Session - Tuesday December 5, 2023 5:30 p.m.

Commission Meeting - Tuesday December 5, 2023 7:00 p.m.

# City of Great Falls EMS System

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



## 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.



# 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.



# 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 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.



## 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.



## 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.



## 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 (CCCCDC) 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.



## 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 this 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.





## 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.



## Section 4 – Deployment

### 4.1 (B) Response Time Standards - COUNTINUED

**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)



## 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.



## 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) 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 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



## 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.



## 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.





## 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.



## 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 reoccurrence.

**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 reoccurrence.

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



## 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



## 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.





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**

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 EMS System 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:

- 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 EMS System Administrator deems appropriate.

The EMS 911 System referred to in this Agreement is defined as the interrelated but separate public and private 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.

### **1.2 Term of Agreement**

The term of this Agreement shall commence at 00:01 hours on May 21, 2023, and shall terminate at midnight on May 20, 2026, unless terminated earlier or extended pursuant to the terms and conditions of this Agreement.

### **1.3 Conditions for Agreement Extension**

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 that party's intention to terminate the Agreement. (See Exhibit E) At least 180 days prior to the end of the second three-year period provided herein, the performance of Contractor shall be reviewed to determine if this Agreement will be further extended for a specified term pursuant to OCCGF § 8.5.150.

### **1.4 Contract Service Area**

All requirements described in this Agreement apply to the geographical area of the City and the Contracted City Fire Districts served by GFFR.

## **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 performance measures of the Contractor as an emergency 911 ambulance service provider within the City;
- B. Oversee, monitor and evaluate contract performance and compliance;
- C. Provide medical direction and control of the City EMS 911 System; and
- D. Provide EMS first response services to emergent (Code 3) EMS calls and non-emergent (Code 1) calls within the City, and to other areas and locations where the City may respond and transport patients when no private ambulances are available at the time of Cascade County Consolidated Dispatch Center (CCCCDC) processing the 911 call.

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

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

- 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;
- C. Provide ambulances, licensed by the State of Montana, 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 GFFR 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 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 GFFR. The Contractor will pay for all oxygen used by GFFR used during EMS incidents;
- K. Respond to and comply with ongoing reporting requirements in **Exhibit A** of this Agreement;

- L. Pursuant to OCCGF § 8.5.220, submit, in a timely manner, operational reports, including but not limited to information regarding each transport, records or other information with necessary documentation to support and verify data provided to assist with analyzing contract performance;
- 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; and
- N. Ensure under this agreement, that all Subcontractors meet all performance and contractual requirements.

### **2.3 Medical Control**

- A. Medical Control- The City 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 911 care and shall provide ultimate medical control over the entire EMS 911 System to include the Contractor and Subcontractor's EMS personnel while operating within the EMS 911 system. 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 EMS 911 System
- B. Functions of EMS 911 System Medical Director – pursuant to OCCGF § 8.5.070 include, but are not limited to:
  - 1. The determination of medical protocols;
  - 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 911 System's quality improvement committee; and

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 System response;
2. Development and implementation of medical protocols for all EMS 911 System personnel;
3. Patient destination policies;
4. Monitoring compliance and enforcement of the standards of care; and
5. Advising on other medical issues.

D. The cost for the EMS 911 System Medical Director will be shared by the City and the Contractor as set forth in **Exhibit C** of this Agreement. The City will administer the contract for the EMS 911 System Medical Director.

E. 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.

F. 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 EMS 911 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 CCCDC or in compliance with policies and protocols established by the City. The Contractor shall develop 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 this 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.

### **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 ambulances if the response time performance standards are not met. The Contractor shall submit proposed changes in the Deployment Plan in writing to the EMS System 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 Standby:** When requested by the City, Contractor agrees to provide an ALS ambulance standby unit for emergent or 911 calls to crime scenes, hazardous materials scenes, fire scenes or other situations/activities. Payment for such standby will be calculated according to **Exhibit D** of this Agreement. Once assigned to the emergency, the ambulance assigned must be released by the incident commander.

## **SECTION 4– OPERATIONS**

### **4.1 Response Time Standards**

- A. **Response Time Performance (OCGF § 8.5.180)** – EMS 911 System response times are a key measurement of performance. This measurement is the determining factor which determines the ALS and BLS ambulances available to the EMS 911 System.
  - 1. Response time performance is measured by the factors set forth in subsections 4.1 B. through F. and violations may be imposed damages as provided in subsections 4.1 G and H. For the purpose of the response performance standard, each incident will be counted as a single response regardless of the number of units that respond, and if the first response to an incident meets response time requirements, all subsequent responses to that incident will be deemed timely. If the first response time is untimely, then damages will be assessed only as to the first response time.
  - 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 limits and the Contracted City Fire Districts will encompass the entire ambulance response zone. See **Exhibit E** of this Agreement.
  4. The Contractor's personnel shall not exceed the posted speed limit by more than 10 miles per hour when responding to Code 3 (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 3 responses.
- B. Response Time Standards – 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 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**.*

- 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 3 by CCCDC or first responder during the time the ambulance unit is in route to the dispatched location;
    - a. If the first responders or CCCDC orders the response slowed to Code 1 (no lights and sirens) then a 50% increase in response times is allowed.
    - b. The same damages apply if Code 1 response times are not met.

Non-emergent responses less than 18:00 minutes will not result in damages. All other

non-emergent calls above 18:00 will be assessed damages pursuant to **Exhibit B, Non-Emergent Response Damages**.

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; and
8. When three (3) calls have already been dispatched within the city jurisdiction in any given rolling 20-minute interval, then subsequent calls are exempt.

*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 Contractor receives the radio dispatch from the CCCDC to an ambulance, to the hour, minute and second the Contractor arrives on scene with a fully equipped and staffed ALS ambulance or BLS 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 911 ambulance dispatches. 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 damages may be assessed if the response time standard was exceeded at the time of cancellation or downgrade.

- F. Response Time Performance Report - On or before 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 not available at time of dispatch 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 exceed response time standards.

H. Response Time Damages 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 pay damages in the amounts listed in **Exhibit B**.

#### **4.2 Dispatch Requirements**

A. Dispatch - The Contractor shall utilize Cascade County Consolidated Dispatch Center (CCCDC) 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** of this Agreement.

C. Communications Equipment - Contractor shall provide and maintain communications equipment in good operating condition. Such communications equipment shall be compatible with existing CCCDC equipment and remain so during the period of this Agreement. Changes will be coordinated with the Contractor. The City agrees to reasonably cooperate with Contractor in its attempts to fund communication equipment.

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

A. Ambulances - All ambulances used under this Agreement shall be type 1, 2, or 3, shall be in good condition, and shall meet or exceed the Federal KKK-A-182FF or then current 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 of and be responsible for all ambulance and equipment maintenance.

Contractor shall maintain, and provide to the EMS System 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 EMS System 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 and BLS level ambulances, including the requirements of the City. At its cost, 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 EMS 911 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 and BLS 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, local emergency departments, GFFR, and all State and local mutual aid frequencies. 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 911 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. At its cost, 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 EMS System Administrator, during and after a disaster:
1. During such periods, the Contractor may be released, at the discretion of the EMS System Administrator, from response time performance requirements for all responses, including response time damages. 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 EMS System 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. Disposable and/or consumable 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. 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 the applicable fire station in which the responding Engine/Medic unit is stationed. See OCCGF § 8.5.100.
- B. Within 24 hours of the emergency call, 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;

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) 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 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.

B. **Management and Supervision** - Contractor shall provide the management personnel necessary to administer and oversee all aspects of emergency ambulance service. At least one (1) 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 hierarchical 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 Public 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 EMS 911 System.

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 will train quarterly with GFFR to maintain continuity of operations among Contractor's employees and GFFR employees.
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.
6. Contractor shall provide GFFR with an annual training compliance letter that documents that the Contractor's employees are properly trained to the standard of the protocols and procedures implemented by GFFR.

## **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 911 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.

## **6.2 Inquiries and Complaints**

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

## **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 and local 911 EMS System policies.

### **7.2 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 EMS System 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.

### **7.3 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, pursuant to OCCGF § 8.5.140, and provide assurance to the City that each of the subcontractor(s) is professionally prepared for and understands its role within the EMS 911 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 911 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 damages for non-compliance. The Contractor shall pay damages 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, 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.

- 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 Legal Counsel 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 Counsel 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 with all of the following insurance coverage(s) and requirements:

### **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. Pursuant to OCCGF § 8.5.270, Contractor agrees to defend, indemnify, protect, and hold the City, its agents, employees, and officers harmless from and against any and all claims asserted, or liability established for injuries or damages to any person or property, or whatever kind or nature (including attorney's fees and costs), or losses and causes of action which may arise from, relate to or in connection with the performance by the Contractor under this Agreement.
- B. To the extent not prohibited by state law and limitations, the City agrees to defend, indemnify, protect and hold the Contractor, its 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 and costs), 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 above the annual CPI increase as required to maintain financial stability throughout the contract. Any increases to rates above the annual CPI increase shall be established in accordance with requirements in OCCGF § 8.5.250.
- C. CPI Increase - Notwithstanding any other provision hereof, Contractor's rates in any given year shall be increased automatically based on the Annual Western Region Urban Consumer Price Index (CPI) for the previous calendar year. This increase shall be concurrent with the City's CPI increase set forth in paragraph 10.6E, hereof.
- D. Exchange of Information - By providing the City with ambulance services under the provisions of Mont. Code Ann. §7-34-103 and pursuant to the terms of this Contract, Contractor may be provided with patient insurance information (to the extent such information is in the City's possession or control) in order to ascertain proof of financial responsibility for Contractor's services, or as allowed by Montana law. Any information obtained by Contractor in this regard shall be for its confidential use, and shall not be otherwise disseminated. Contractor assumes responsibility for the security of said information.

### **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. Pursuant to OCCGF § 8.5.200, 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 damages upon receipt and acceptance by the City of performance reports with damages for the previous calendar month.

- C. Damages Disputes - If Contractor Disputes City's response time calculation, the imposition of any other damages, or other conflict arises under this Agreement, the parties will use the conflict resolution procedure set forth in OCCGF § 8.5.190.
- D. Use of Damages Monies - Damage monies shall be expended in a manner that benefits the EMS 911 System as determined by the sole discretion of the City. The EMS 911 System Administrator may seek recommendations from the Contractor, EMS Advisory Board, and other EMS 911 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 set forth in **Exhibit C** attached. 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 July 1, 2024. 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 CCCDC 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 the amount set forth in **Exhibit C** for City staff 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, July 1, 2024. 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 the amount set forth in **Exhibit C** 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, July 1, 2024. 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. GFFR Pre-Transport/Service Fee - Contractor will pay the City the amount set forth in **Exhibit C** attached for City staff arranging for and providing Pre-transport paramedic services, a lift or other service assist, or any other service or assistance provided to the Contractor 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, July 1, 2024. 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 - The 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 (CPI) for the previous calendar year.

## **SECTION 11 - GENERAL CONTRACT REQUIREMENTS**

### **11.1 Contract Termination**

Contractor may terminate this Agreement for no cause by first providing a written notice to City at least six (6) months prior to the termination date, without the termination being considered a breach. City may terminate this Agreement at any time for cause for a 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 standard in section 4.1 B. 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 comply with the minimum clinical and staffing standards required herein (as referred to 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.
5. Failure to meet the various Functional Responsibilities required herein (as referred to in 2.2 A-N).
6. 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.
7. Chronic or persistent failure to comply with conditions stipulated by the City to correct any "Minor Breach" conditions.
8. 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 EMS System Administrator.
9. 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.
10. Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the insurance coverage required herein.
11. Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the performance security requirements as specified herein.
12. Any other willful acts or omissions of the Contractor that immediately and seriously endangers the public health and safety.
13. Failure to cooperate and follow the direction of the EMS 911 System Medical Director as it relates to plans, policies, and medical standards.

14. 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.

15. 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.

C. **"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 EMS 911 System Continuous Quality Improvement (CQI) program including, but not limited to investigation of incidents and implementing prescribed corrective actions, and any other training requirements stated herein;
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 a reasonable time to correct such deficiency given the public health safety threat, 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 Falls 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 lessor, 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, pursuant to OCCGF § 8.5.190, 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 \$180,000.00 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 (worker's compensation, unemployment, etc.) and all payroll related taxes for its employees. Contractor is not entitled to any employee benefits.

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, transfer, subcontract or delegate this Agreement without the prior written consent of City, pursuant to OCCGF § 8.5.140.

#### **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 Generally Accepted Accounting Principles. Annually the Contractor shall submit an "Agreed upon Procedures Engagement" Letter from an independent accounting firm complying with GAAP standards.

The Contractor recognizes that this Agreement involves a public entity. Therefore, any documents provided to the City by the Contractor may be subject to public inspection under Montana law. If a records request for Contractor's information is made, City will notify Contractor of such request. If Contractor intends to claim that any such requested documentation is confidential proprietary, or trade secret information as identified in Mont. Code Ann. §30-14-402, or otherwise under applicable law, it will be required to take any and all steps necessary, including court action, to establish that the information is not subject to public disclosure.

#### **11.16 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 formally declared riots, war, disasters, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party which directly affects the Contract Service Area described in 1.4, above.

#### **11.17 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 of the last date below as follows:

#### **CONTRACTOR**

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 County of \_\_\_\_\_ : ss.  
 City of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

[Affix seal/stamp as close to  
 Signature as possible.]

\_\_\_\_\_  
 Notary Signature

**CITY OF GREAT FALLS, MONTANA**

By \_\_\_\_\_  
 Gregory T. Doyon, City Manager  
 Date \_\_\_\_\_

**EMS System Administrator**

By \_\_\_\_\_  
 Jeremy M. Jones, Fire/EMS Chief  
 Date \_\_\_\_\_

ATTEST:

(Seal of the City)

\_\_\_\_\_  
 Lisa Kunz, City Clerk

\* APPROVED AS TO FORM:

By \_\_\_\_\_  
 Rachel A. Taylor, Deputy City Attorney

\* By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

## **SECTION 12 - EXHIBITS**

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## 12.1 **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	Jan. 15, 2025	Contractor	EMS System Administrator
EMS personnel roster and certification level	Jan. 15, 2025	Contractor	EMS System Administrator
Hierarchal table of organization identifying the management positions and their roles and responsibilities	Jan. 15 , 2025	Contractor	EMS System Administrator
Vehicle Inventory	Jan. 15, 2025	Contractor	EMS System Administrator
Equipment and Vehicle Replacement Policy	Jan. 15, 2025	Contractor	EMS System 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	30days prior to change unless emergency adjustment or adding units	As Needed	Contractor	EMS System Administrator
Response Time Performance Report	On the 1 <sup>st</sup> of each month for the previous month	Monthly	EMS System Administrator	Contractor
Response Time Exemption Request	By the 20 <sup>th</sup> of each month for the previous month	Monthly	Contractor	EMS System Administrator
Notification of major regulatory actions or sanctions	Within 10business days of notification by a governmental agency	As Needed	Contractor	EMS System Administrator

## Ongoing Reporting Requirements

Report Name	Due Date	Frequency	Responsible	Submit To
Notification of any major enforcement actions, and of any litigation or other legal or regulatory proceeding	Within 10 business days of notification	As Needed	Contractor	EMS System Administrator
EMS personnel roster and certification level		As Needed	Contractor	EMS System Administrator
Hierarchical table of organization identifying the management positions and their roles and responsibilities		As Changed/ As Needed	Contractor	EMS System Administrator
Vehicle List Changes		As Needed	Contractor	EMS System Administrator
Records of Vehicle maintenance	Within 5 business days of a written request from the City	Annually	Contractor	EMS System Administrator
Vehicle and equipment failure reports	Within 3 business days of written request from the City	As Needed	Contractor	EMS System Administrator
Number of emergency responses and transports		Monthly	Contractor	EMS System 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	EMS System Administrator

## Ongoing Reporting Requirements

Report Name	Due Date	Frequency	Responsible	Submit To
Complete listing of all written service complaints received and their disposition/resolute		As Needed	Contractor	EMS System 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	EMS System Administrator
Response to City inquiries about service and/or complaints	Within 2 business days of a written request from the City	As Needed	Contractor	EMS System 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	EMS System Administrator

## 12.2 **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 Emergent Response Zone. The damages for the Non-Emergent Response Zone would be assessed on an individual call basis to begin at 18 minutes and 01 seconds. 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.

<b>Emergent Response Zone</b>	<b>Damage</b>	<b>Non-Emergent Response Zone</b>	<b>Damage</b>
12:01-13:00	\$30.00	18:01-19:00	\$30.00
13:01-14:00	\$40.00	19:01-20:00	\$40.00
14:01-15:00	\$50.00	20:01-21:00	\$50.00
15:01-16:00	\$60.00	21:01-22:00	\$60.00
16:01-17:00	\$70.00	22:01-23:00	\$70.00
17:01-18:00	\$80.00	23:01-24:00	\$80.00
18:01-19:00	\$90.00	24:01-25:00	\$90.00
19:01-20:00	\$100.00	25:01-26:00	\$100.00

### **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 4<sup>th</sup> 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.

### **Damages for Failure to Comply with Code 3 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 3 call.

### **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 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 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.

#### 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 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 damages for Minor Breach are imposed, the EMS System 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%.

The EMS System Administrator has the authority to waive damages when it is in the best interest of the EMS 911 System.

**12.3 Exhibit C: Quarterly Payment Schedule (2023-2024)**

<b>Description of Service</b>	<b>Annual Amount <sup>1</sup></b>	<b>Quarterly Payment <sup>2</sup></b>
Dispatch Services from CCCDC	\$34,493.59	\$8,623.40
EMS 911 System Oversight and Monitoring	\$13,209.77	\$3,302.44
EMS 911 System Medical Director	\$10,568.08	\$2,642.02
Pre-Transport Service Fee	\$29,356.05	\$7,339.01
<b>Totals</b>	<b>\$87,627.49</b>	<b>\$21,906.87</b>

**Notes:**

1. Annual amount will be increased according to the CPI provisions detailed in the contract.
2. Quarterly payments to the City are due on the first day of the new quarter, April 1, July 1, October 1, and January 1.

**12.4 Exhibit D: Ambulance Rates (2023)**

ALS Emergency	\$ 1778.23
ALS 2 Emergency	\$ 1778.57
Waiting Time	No Charge for 911 (typical \$10-\$25 every 15 min)
Night Charge	No Charge (typical \$100-\$300)
ALS Treatment w/o Transport	\$ 186.90
Oxygen	\$ 108.40
I.V. Supplies	\$ 92.02
ALS Routine Supplies	\$ 190.27
Intubations Supplies	\$ 140.21
Defibrillation Supplies	\$ 83.36
EKG Supplies	\$ 19.60
Mileage (per loaded mile)	\$ 29.79
Medications are in addition to ALS and ALS2 charges	
<b>Basic Life Support</b>	<b>Cost</b>
BLS Emergency	\$ 1517.72
Night Charge	No Charge (typical \$100-\$300)
BLS Treatment w/o Transport	\$ 106.80
Waiting Time	No Charge for 911 (typical \$10-\$25 every 15 min)
Oxygen	\$ 108.40
BLS Routine Supplies	\$ 164.73
EKG Supplies	\$ 19.60
Mileage (per loaded mile)	\$ 29.79
Standby (one hour minimum)	\$95.00 per hour, not to be duplicated with ALS or BLS charges.
Standby (each additional 15 minutes)	\$18.00

*If you have any questions regarding your ambulance charges or our reimbursement rates, contact the GFES Manager at 406-453-5300 to discuss. Thank you.*

**12.5 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



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

The City of Great Falls (~~City~~) ~~Great Falls Fire Rescue (GFFR) EMS System Administrator will~~ is the Authority Having Jurisdiction (AHJ) ~~of 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 EMS System 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: will appoint a act as the Contract EMS System Administrator, and who shall represent the City in all matters pertaining to this Agreement and shall administer this Agreement on behalf of the City. The EMS System 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 ~~EMS System Contract~~ Administrator deems appropriate.

~~The EMS 911 System referred to in this Agreement is defined as the interrelated but separate public and private 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.~~

### 1.2 Term of Agreement

The term of this Agreement shall commence at 00:01 hours on May 21, 20~~23~~<sup>14</sup>, and shall terminate at midnight on May 20, 20~~26~~<sup>19</sup>, unless terminated earlier or extended pursuant to the terms and conditions of this Agreement.

~~2 years from the time the contract is signed.~~

### 1.3 Conditions for Agreement Extension

This Agreement is automatically extended for one subsequent ~~five~~<sup>three</sup> (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 ~~five~~**three**-year term of that party's intention to terminate the Agreement. ~~(See Exhibit E)~~ At least 180 days prior to the end of the second three-year period provided herein, the performance of Contractor shall be reviewed to determine if this Agreement will be further extended for a specified term pursuant to OCCGF § 8.5.150.

#### **1-31.4 Contract Service Area**

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

#### **1-41.5 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 performance measures of the Contractor's rights as an emergency 911 ambulance service provider within the City ~~of Great Falls~~;
- ~~B. 8.~~ Oversee, monitor and evaluate contract performance and compliance;  
~~and~~  
~~G.B.~~
- ~~C.~~ Provide medical direction and control of the City EMS 911 system~~System~~; and  
~~C.~~
- D. Provide EMS first response services to emergent (Code 3) EMS calls and non-emergent (Code 1) calls within the City, and to other areas and locations where the City may respond and transport patients when no private ambulances are available at the time of Cascade County Consolidated Dispatch Center (CCDC) dispatch-processing the 911 call.

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

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

- 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 City 911-EMS 911 system 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. 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 City 911-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;

~~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, licensed by the State of Montana, 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 Falls Fire Rescue~~ GFFR when providing patient care and treatment;

~~D.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;

~~E.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;

~~F.G.~~ Maintain neat, clean, and professional appearance of all personnel, facilities, and equipment;

~~G.H.~~ Maintain a good reputation through ensuring courteous and professional conduct of office and field personnel;

~~H.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~~ GFFR. ~~The Contractor will re-supply portable Oxygen to Great Falls Fire Rescue that~~

~~was used during EMS incidents.~~ The Contractor will pay for all oxygen used by ~~Great Falls Fire Rescue~~ GFFR used during EMS incidents;

~~J.K.~~ Respond to and comply with ongoing reporting requirements in **Exhibit A** of this Agreement;

~~J.L.~~ Pursuant to OCCGF § 8.5.220, ~~s~~Submit, in a timely manner, operational reports, including but not limited to information regarding each transport, records or other information with necessary documentation to support and verify data provided to assist with analyzing contract performance;

~~K.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; and

~~L.N.~~ Ensure under this agreement, that all Subcontractors meet all performance and contractual requirements.

## 2.3 Medical Control

~~A.~~ Medical Control- The ~~Great Falls City~~ 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 911 care ~~911 system~~ and shall provide ultimate medical control over the entire EMS 911 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 911~~-EMS 911 System

~~A.B.~~ Functions of EMS 911 System Medical Director – pursuant to OCCGF § 8.5.070 include, but are not limited to:

~~1. Functions of EMS 911 System Medical Director – pursuant to OCCGF § 8.5.070 include, but are not limited to:~~

~~2.1.~~ The determination of medical protocols~~policies~~;

3.2. Monitoring of medical aspects of the Contractor's/Subcontractor's emergency 911 performance and formulation of recommendations for improving that performance;

4.3. The development and enforcement of standard of care protocols or standards required by the Agreement or by applicable regulations;

5.4. Serving as the Vice-Chair of the City's EMS Advisory Board;

6.5. Serving as the Chair of the EMS 911 System's quality improvement committee; and

7. Conducting periodic quality improvement reviews of the EMS 911 System.

B.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 System response-system;

4.2. Development and implementation of medical protocols for all EMS 911 System personnel;

~~Protocols governing the use of helicopters for scene response;~~

2.3. Patient destination policies;

~~3. Equipment, medication and supply inventories;~~

4. Monitoring compliance and enforcement of the standards of care; and

5. Advising on other medical issues.

C.D. The cost for the EMS 911 System Medical Director will be shared by the City and the Contractor as set forth in Exhibit C of this Agreement. The City will administer the contract for the EMS 911 System Medical Director.

~~D-E.~~ Pursuant to OCCGF § 8.5.070, ~~t~~The Contractor will work under the direction of the EMS 911 System Medical Director as designated by the City.

~~E-F.~~ 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 EMS 911 emergency care sSystem. 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 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. Specify proposed locations of ambulances and numbers of vehicles to be deployed during each hour of the day and day of the week;  
Describe 24 hour and system status management strategies;~~

~~8. Describe mechanisms to meet the demand for emergency ambulance response during peak periods of unusually high call volume;  
Include a map identifying proposed ambulance stations or post location~~

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

~~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;

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

~~C.~~ Describe any mandatory (force hire) overtime requirements;

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

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

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

~~G. Describe the ongoing process to keep C.C.C.D.C. and Great Falls Fire-Rescue/GFFR informed when ambulance resources are unavailable or not immediately ready-available to respond to emergencies in the City.~~  
~~Dailey notification by 0800 of available resources to the EMS system.~~

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

An initial ~~D~~eployment ~~P~~lan 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 ~~deployment plan~~ shall be kept on file with the City. The Contractor shall redeploy ambulances or add additional ambulances ~~s hours if~~ the response time performance standards ~~s is are~~ not met. The Contractor shall submit proposed changes in the Deployment Plan ~~deployment plan~~ in writing to the EMS System 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 ~~deployment plan~~ or if an emergency adjustment to the Plan ~~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.~~

**3.4.3 Standby:** When requested by the City, ~~C~~ontractor agrees to provide an ALS ambulance standby unit for emergent or 911 calls to crime scenes, hazardous materials scenes, fire scenes or other situations/activities. Payment for such standby will be calculated according to **Exhibit D of this Agreement**. Once assigned to the emergency, the ambulance assigned must be released by the incident commander.

## **SECTION 4– OPERATIONS**

### **4.1 Response Time Standards**

**A. Response Time Performance (OCGF § 8.5.180) – EMS 911** System response times are a key measurement of performance. This measurement is the determining factor; which ~~d~~determines ~~yes~~ the ALS and BLS ambulances available to the 911-EMS 911 System.  
~~placement and redeployment of the systems resources throughout the entire system.~~

1. Response time performance is measured by the factors set forth in subsections 4.1 B. through F. and violations may be imposed

damages as **provided** in subsections 4.1 ~~G through and H~~. For the purpose of the response performance standard, each incident will be counted as a single response regardless of the number of units that respond, and if the first response to an incident meets response time requirements, all subsequent responses to that incident will be deemed timely. If the first response time is untimely, then damages will be assessed only as to the first response time.

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 limits and the Contracted City Fire Districts City boundaries~~ will encompass the entire ambulance response zone. See Exhibit E of this Agreement.

- 3.4. The Contractor's personnel shall not exceed the posted speed limit by more than 10 miles per hour when responding to ~~Code #3~~ (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 ~~3~~ responses.

~~B. B-Response Time Standards - An -ALS~~appropriately -  
~~ambulance~~staffed ambulance shall respond to the appropriate coded call  
 90% of the time~~all emergency calls~~ each month in the following response  
~~categories~~zones:

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

- 1.

4. ~~Rural Response Zone - 12:00 minutes or less encompassing all~~  
~~responses to the City's Fire Districts; and~~

2. Non-Emergent Response Zone - 18:00 minutes or less  
encompassing all non-emergent responses within the City or City's  
the Contracted City Fire Districts Fire District's, 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.~~



~~The City limits and City the Contracted City Fire Districts – Fire districts are depicted on the map in 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;
- 1.2. Weather conditions which impair visibility or create unsafe driving conditions;
3. Call in which the response ~~Code~~ is reduced from ~~code III~~ **Code 3** by CCCDC or first responder during the time the ambulance unit is ~~en~~ **in** -route to the dispatched location;
  - a. If the first responders or CCCDC orders the response slowed to Code ~~1~~ (no lights and sirens) then a 50% increase in response times ~~are~~ **is** allowed.
  - a.b. The same ~~—~~ damages apply if Code I response times are not met.

Non-emergent responses less than 18:00 minutes will not result in damages. All other non-emergent calls above 18:00 will be assessed damages pursuant to **Exhibit B, Non-Emergent Response Damages.**

- 2.4. Wrong address provided by the requesting party;
- 3.5. Unavoidable delay caused by unreported road construction;
- 4.6. Material change in dispatch location after the initial dispatch is recorded as dispatched;
- 5.7. No time recorded by dispatch; and
- 6.8. When three (3) calls have already been dispatched within the city jurisdiction in any given rolling 20-minute interval, then subsequent calls are exempt.

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 Contractor receives the radio dispatch from 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 or BLS 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 911 ambulance dispatches. 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 damages may be assessed if the response time standard was exceeded at the time of cancellation or downgrade.

- F. Response Time Performance Report - On or before 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 not available at time of dispatch 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 exceed response time standards.

~~H.G.~~

~~I. Infractions - Any infractions of the response time criteria will be submitted by Contractor on the City's Response time form.~~

J.H. Response Time Damages 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 pay damages in the amounts listed in **Exhibit B**.

#### **4.2 Dispatch Requirements**

- A. Dispatch - The Contractor shall utilize Cascade County Consolidated Dispatch Center (CCCDC) 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** of this Agreement.
- ~~G. Communications Equipment~~ - Contractor shall provide and maintain communications equipment in good operating condition. Such communications equipment shall be compatible with existing CCCDC equipment and remain so during the period of this Agreement. Changes will be coordinated with the Contractor. The City agrees to reasonably cooperate with Contractor in its attempts to fund communication equipment.

~~C.~~

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

- A. Ambulances - All ambulances used under this Agreement shall be type ~~14~~, ~~442~~, or ~~443~~, shall be in good condition, and shall meet or exceed the Federal KKK-A-182FF or then current 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 of and be responsible for all ambulance and equipment maintenance.

Contractor shall maintain, and provide to the ~~EMS System 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 ~~EMS System 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 and BLS level ambulances, including the requirements of the City. At its cost, 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 EMS 911 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 and BLS 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, local emergency departments, GFFR, and all State and local mutual aid frequencies ~~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 911 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. At its cost, 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 EMS SystemContract Administrator, during and after a disaster:
1. During such periods, the Contractor may be released, at the discretion of the EMS SystemContract Administrator, from response time performance requirements for all responses, including response time damages. 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 EMS SystemContract 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.

~~E-D.~~

#### **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 agreed 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-A.~~ Disposable ~~and/or consumable~~ 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 ~~the applicable fire station in which the responding Engine/Medic unit is stationed.~~ See OCCGF § 8.5.100.

~~C-B.~~ Within 24 hours ~~of the emergency call~~, 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;

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 ~~(includes; Malmstrom, Cascade County, City, Contracted City Fire District's)~~ 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
2. Provide a minimum of one (1) 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 City EMS 911 System ~~(includes; Malmstrom, Cascade County, City, Contracted City Fire District's)~~ 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.

B. Management and Supervision - Contractor shall provide the management personnel necessary to administer and oversee all aspects of emergency ambulance service. At least one (1) 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 hierarchical 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 Public 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 EMS 911 System-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 will train quarterly with GFFR to maintain continuity of operations among Contractor's employees and GFFR employees. Contractor shall provide in-service training programs related to the EMS Advisory Board's quality improvement activities and outcomes.
  - 3.4. Contractor shall allow GFFR personnel to attend in-service training and GFFR will allow Contractor's employees to attend their in-service training programs.
  - 4.5. 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. Contractor shall provide the City GFFR with an annual training compliance letter that documents that the Contractor's employees are properly trained to the standard of the protocols and procedures implemented by GFFR.
  - 6.

## **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 911 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 COA areas for improvement.~~

### **6.2 Inquiries and Complaints**

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

## **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 **and local 911 EMS System policies.**

### ~~**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.~~

#### 7.47.2 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 EMS System 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.

~~E.~~  
F.D.

#### 7.57.3 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, pursuant to OCCGF § 8.5.140, and provide assurance to the City that each of the subcontractor(s) is professionally prepared for and understands its role within the EMS 911 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 911 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 ~~non-Great Falls Fire Rescue~~ subcontractors will be held to the same performance criteria as the primary Contractor, with respect to quality improvement activities, medical control, continuing education, and damages for non-compliance. The Contractor shall pay damages 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, 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 services of \$120,000.00 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.

- 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 Legal Counsel 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 Counsel 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 with all of the following insurance coverage(s) and requirements: ~~Such insurance shall be in a form or format acceptable to the City Council 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.*

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

3.  
2.

### **9.3 Indemnification**

- A. Pursuant to OCCGF § 8.5.270, Contractor agrees to defend, indemnify, protect, and hold the City, its agents, employees, and officers harmless from and against any and all claims asserted, or liability established for injuries or damages to any person or property, or whatever kind or nature (including attorney's fees and costs), or losses and causes of action which may arise from, relate to or in connection with the performance by the Contractor under this Agreement.
- B. To the extent not prohibited by state law and limitations, the City agrees to defend, indemnify, protect and hold the Contractor, its 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 and costs), 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 above the annual CPI increase as required to maintain financial stability throughout the contract. Any increases to rates above the annual CPI increase shall be established in accordance with requirements in ~~Official Code of The City of Great Falls (OCCGF) Section 8.9.375-§ 8.5.250.~~
- C. CPI Increase - Notwithstanding any other provision hereof, Contractor's rates in any given year shall be increased automatically based on the Annual Western Region Urban Consumer Price Index (CPI) for the previous calendar year. This increase shall be concurrent with the City's CPI increase set forth in paragraph 10.6E, hereof.
- D. Exchange of Information - By providing the City with ambulance services under the provisions of Mont. Code Ann. §7-34-103 and pursuant to the terms of this Contract, Contractor may be provided with patient insurance information (to the extent such information is in the City's possession or control) in order to ascertain proof of financial responsibility for Contractor's services, or as allowed by Montana law. Any information obtained by Contractor in this regard shall be for its confidential use, and shall not be otherwise disseminated. Contractor assumes responsibility for the security of said information.

### **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. Pursuant to OCCGF § 8.5.200, 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 damages upon receipt and acceptance by the City of performance reports with damages for the previous calendar month.
- C. Damages Disputes - If Contractor Disputes City's response time calculation, the imposition of any other damages, or other conflict arises under this Agreement, the parties will use the conflict resolution procedure set forth in OCCGF ~~§Section 8.59.190345~~.
- D. Use of Damages Monies - Damage monies shall be expended in a manner that benefits the EMS **911** System as determined by the sole discretion of the City. The EMS **911** System Administrator may seek recommendations from the Contractor, EMS Advisory Board, and other EMS **911** 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 set forth in **Exhibit C** attached. 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 **July 1, 2024**. 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 **CCCDC** 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 the amount set forth in **Exhibit C** for **City staff 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, **July 1, 2024**. 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 the amount set forth in **Exhibit C** 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, **July 1, 2024**. 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~~GFFR Pre-Transport/Service Fee - Contractor will pay the City the amount set forth in **Exhibit C** ~~attached~~ for City staff arranging for and providing Pre-transport paramedic services, a lift or other service assist, or any other service or assistance provided to the Contractor 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, **July 1, 2024**. 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 - The 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 (CPI) for the previous calendar year.

## SECTION 11 - GENERAL CONTRACT REQUIREMENTS

### 11.1 Contract Termination

Contractor may terminate this Agreement for no cause by first providing a written notice to City at least six (6) months prior to the termination date, without the termination being considered a breach. City may terminate this Agreement at any time for cause for a 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 standard in section 4.1 B. 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.
- ~~3.~~
- ~~4.~~
- ~~5.4.~~ Failure to ~~comply consistently meet or exceed with~~ the ~~with various~~ minimum clinical and staffing standards required herein (as referred to 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. -
5. Failure to ~~consistently meet or exceed~~ the various Functional Responsibilities required herein (as referred to in 2.2 A-N).
6. 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.

7. Chronic or persistent failure to comply with conditions stipulated by the City to correct any "Minor Breach" conditions.
8. 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 EMS System Administrator.
9. 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.
10. Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the insurance coverage required herein.
11. Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the performance security requirements as specified herein.
12. Any other willful acts or omissions of the Contractor that immediately and seriously endangers the public health and safety.
13. Failure to cooperate and follow the direction of the EMS 911 System Medical Director as it relates to plans, policies, and medical standards.
14. 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.
15. 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.

C. "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 EMS 911 System Continuous Quality Improvement (CQI) program ~~of the EMS Advisory Board,~~ including, but not limited to investigation of incidents and implementing prescribed corrective actions, **and any other training requirements stated herein;**
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 ~~30 days a reasonable time~~ to correct such deficiency **given the public health safety threat**, 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 Falls 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 lessor, 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, pursuant to OCCGF § 8.5.190, 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 \$180,000.00 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 (worker's compensation, unemployment, etc.) and all payroll related taxes for its employees. 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, transfer, subcontract or delegate this Agreement without the prior written consent of City, ~~which consent shall not be unreasonably withheld pursuant to OCCGF § 8.5.140.~~

**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 Generally Accepted Accounting Principles. Annually the Contractor shall submit an "Agreed upon Procedures Engagement" Letter from an independent accounting firm complying with GAAP standards.

The Contractor recognizes that this Agreement involves a public entity. Therefore, any documents provided to the City by the Contractor may be subject to public inspection under Montana law. If a records request for Contractor's information is made, City will notify Contractor of such request. If Contractor intends to claim that any such requested documentation is confidential proprietary, or trade secret information as identified in Mont. Code Ann. §30-14-402, or otherwise under applicable law, it will be required to take any and all steps necessary, including court action, to establish that the information is not subject to public disclosure.

#### **11.16 Force Maieure**

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 formally declared riots, war, disasters, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party which directly affects the Contract Service Area described in 1.4, above.

#### **11.17 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 of the last date below as follows:

#### **CONTRACTOR**

\_\_\_\_\_  
 By \_\_\_\_\_  
 \_\_\_\_\_  
 Print Name  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_

Date

STATE OF \_\_\_\_\_ )  
 County of \_\_\_\_\_ : ss.  
 City of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal  
 the day and year first above written.

[Affix seal/stamp as close to \_\_\_\_\_  
 Signature as possible.] \_\_\_\_\_ Notary Signature

**CITY OF GREAT FALLS, MONTANA**

By \_\_\_\_\_  
 Gregory T. Doyon, City Manager  
 Date \_\_\_\_\_

**EMS System Administrator**

By \_\_\_\_\_  
 Jeremy M. Jones, Fire/EMS Chief  
 Date \_\_\_\_\_

ATTEST: \_\_\_\_\_ (Seal of the City)  
 \_\_\_\_\_  
 Lisa Kunz, City Clerk

**\* APPROVED AS TO FORM:**

By \_\_\_\_\_  
 Rachel A. Taylor, Deputy City Attorney

\* By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely

from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

STATE OF MONTANA \_\_\_\_\_)

County of \_\_\_\_\_

Cascade \_\_\_\_\_ ss. City of Great Falls \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary  
Public in and for the State of Montana, personally appeared \_\_\_\_\_, known  
to me to be the person whose name is  
subscribed to the foregoing instrument and acknowledged to me that (he/she/they)  
executed the same.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official  
seal the day and year in this certificate first above written.

(NOTARIAL  
SEAL)

~~Notary Public  
for the State  
of Montana~~

~~Printed~~

~~Name:~~

\_\_\_\_\_

=====

~~Residing at  
Great Falls,  
Montana\~~

~~My~~

~~Commission~~

~~Expires:~~

\_\_\_\_\_

=====

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**SECTION 12 - EXHIBITS**

~~Exhibit A: Reporting Requirements~~  
~~Exhibit B: Response Time Damages~~  
~~Exhibit C: Quarterly Payment Schedule~~  
~~Exhibit D: Ambulance Rates~~  
~~Exhibit E: Response Zone Map~~

12.1 **Exhibit A:** Reporting Requirements .....39

12.2 **Exhibit B:** Response Time Damages.....42

12.3 **Exhibit C:** Quarterly Payment Schedule.....44

12.4 **Exhibit D:** Ambulance Rates ..... 45

12.5 **Exhibit E:** Response Zone Map..... 46

~~Exhibit F: Non-Emergent Response Damages~~

| \_\_\_\_\_

12.1

**Exhibit A: Reporting Requirements**

Initial Reporting Requirements			
Report Name	Due Date	Responsible	Submit To
Deployment Plan	Jan. 15, 2025	Contractor	EMS System Administrator
EMS <del>p</del> Personnel <del>r</del> Roster and certification level (including information required in 8.9.335 (H))	Jan. 15, 2025	Contractor	EMS System Administrator
Hierarchical table of organization identifying the management positions and their roles and responsibilities	Jan. 15, 2025	Contractor	EMS System Administrator
Vehicle Inventory	Jan. 15, 2025	Contractor	EMS System Administrator
Equipment and Vehicle Replacement Policy	Jan. 15, 2025	Contractor	EMS System Administrator

Ongoing Reporting Requirements				
Report Name	Due Date	Frequency	Responsible	Submit To
Deployment Plan changes	30 days prior to change unless emergency adjustment or adding units	As Needed	Contractor	EMS System Administrator
<del>Updated deployment maps</del>		<del>Annually</del>	<del>Contractor</del>	<del>Contract Administrator</del>
Response Time Performance Report	On the 1 <sup>st</sup> of each month for the previous month	Monthly	EMS System Administrator	Contract Administrator
Response Time Exemption Request	By the 20 <sup>th</sup> of each month for the previous month	Monthly	Contractor	EMS System Administrator

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Notification of major regulatory actions or sanctions	Within 10business days of notification by a governmental agency	As Needed	Contractor	<u>EMS System Administrator</u> <del>Contract Administrator</del>
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Ongoing Reporting Requirements

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<u>Ongoing Reporting Requirements</u>				
Report Name	Due Date	Frequency	Responsible	Submit To
Notification of any major enforcement actions, and of any litigation or other legal or regulatory proceeding	Within 10 business days of notification	As Needed	Contractor	<u>EMS System Administrator</u> <del>Contract Administrator</del>
<u>EMS personnel roster and certification level</u>		<u>As Needed</u>	<u>Contractor</u>	<u>EMS System Administrator</u> <del>Contract Administrator</del>
<u>Hierarchical table of organization identifying the management positions and their roles and responsibilities</u>		<u>As Changed/ As Needed</u>	<u>Contractor</u>	<u>EMS System Administrator</u> <del>Contract Administrator</del>
Vehicle List Changes		As Needed	Contractor	<u>EMS System Administrator</u> <del>Contract Administrator</del>
Records of Vehicle maintenance	Within 5 business days of a written request from the City	Annually	Contractor	<u>EMS System Administrator</u> <del>Contract Administrator</del>
Vehicle and equipment failure reports	Within 3 business days of written request from the City	As Needed	Contractor	<u>EMS System Administrator</u> <del>Contract Administrator</del>
Number of emergency responses and transports		Monthly	Contractor	<u>EMS System Administrator</u> <del>Contract Administrator</del>
Incidents in which Contractor's personnel fail to comply with protocols and/or contractual requirements	Within 2 business days of notification	As Needed	Contractor	<u>EMS System Administrator</u> <del>Contract Administrator</del>

<del>Complete listing of all written service complaints received and their disposition/resolute</del>		<del>As Needed</del>	<del>Contractor</del>	<del>Contract Administrator</del>
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#### Ongoing Reporting Requirements

<u>Report Name</u>	<u>Due Date</u>	<u>Frequency</u>	<u>Responsible</u>	<u>Submit To</u>
<u>Complete listing of all written service complaints received and their disposition/resolute</u>		<u>As Needed</u>	<u>Contractor</u>	<u>EMS System Administrator</u>
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	<u>EMS System Administrator</u> <del>Contract Administrator</del>
Response to City inquiries about service and/or complaints	Within <del>2</del> 5 business days of a written request from the City	As Needed	Contractor	<u>EMS System Administrator</u> <del>Contract Administrator</del>
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,	Immediately upon notification from a government agency	As Needed	Contractor	<u>EMS System Administrator</u> <del>Contract Administrator</del>

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Chapter 6-Emergency Medical Services				
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12.2

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## 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~~Emergent Response Zone, ~~15 minutes and 01 seconds for the rural areas and 23 minutes and 01 seconds for super rural areas.~~ The damages for the Non-Emergent Response Zone would be assessed on an individual call basis to begin at 18 minutes and 01 seconds. 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>Emergent Response Zone</u>	<u>Damage</u>	<u>Non-Emergent Response Zone</u>	<u>Damage</u>
<u>12:01-13:00</u>	<u>\$30.00</u>	<u>18:01-19:00</u>	<u>\$30.00</u>
<u>13:01-14:00</u>	<u>\$40.00</u>	<u>19:01-20:00</u>	<u>\$40.00</u>
<u>14:01-15:00</u>	<u>\$50.00</u>	<u>20:01-21:00</u>	<u>\$50.00</u>
<u>15:01-16:00</u>	<u>\$60.00</u>	<u>21:01-22:00</u>	<u>\$60.00</u>
<u>16:01-17:00</u>	<u>\$70.00</u>	<u>22:01-23:00</u>	<u>\$70.00</u>
<u>17:01-18:00</u>	<u>\$80.00</u>	<u>23:01-24:00</u>	<u>\$80.00</u>
<u>18:01-19:00</u>	<u>\$90.00</u>	<u>24:01-25:00</u>	<u>\$90.00</u>
<u>19:01-20:00</u>	<u>\$100.00</u>	<u>25:01-26:00</u>	<u>\$100.00</u>

~~URBAN Emergent Response Zone~~  
~~SUPER RURAL Non-Emergent Response Zone~~

<del>12:01-13:00</del>	<del>\$30.00</del>	<del>23:01-24:00</del>	<del>\$30.00</del>
<del>13:01-14:00</del>	<del>\$40.00</del>	<del>24:01-25:00</del>	<del>\$40.00</del>
<del>14:01-15:00</del>	<del>\$50.00</del>	<del>25:01-26:00</del>	<del>\$50.00</del>
<del>15:01-16:00</del>	<del>\$60.00</del>	<del>26:01-27:00</del>	<del>\$60.00</del>
<del>16:01-17:00</del>	<del>\$70.00</del>	<del>27:01-28:00</del>	<del>\$70.00</del>
<del>17:01-18:00</del>	<del>\$80.00</del>	<del>28:01-29:00</del>	<del>\$80.00</del>
<del>18:01-19:00</del>	<del>\$90.00</del>	<del>29:01-30:00</del>	<del>\$90.00</del>

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19:01-20:00	\$100.00	2530:01-3126:00
		\$100.00

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#### Damages for Failure to Respond to 911 Emergency Incidents

In the event the Contractor ~~is unable to respond at the time of dispatch, fails to respond to, or is unable to respond within 20 minutes of initial dispatch, and when~~ the City transports pursuant to ~~a an emergency~~ medical request, the Contractor shall pay the City \$500.00 damages per incident. ~~\_\_\_\_\_~~ Damages for the 4<sup>th</sup> 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.

#### Damages for Failure to Comply with ~~Code III-3~~ 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~~ Code 3 call.

#### 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 ~~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 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 \$2450.00. The EMS 911 System Medical Director and EMS 911 System Administrator shall provide-prepare 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 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 damages for Minor Breach are imposed, the EMS System Administrator 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 damages when it is in the best interest of the EMS 911 ~~S~~system.

12.3

**Exhibit C: Quarterly Payment Schedule (2023-2024)**

Description of Service	Annual Amount <sup>1</sup>	Quarterly Payment <sup>2</sup>
Dispatch Services from CCCDC	\$34,493.59	\$8,623.40
EMS 911 System Oversight and Monitoring	\$13,209.77	\$3,302.44
EMS 911 System Medical Director	\$10,568.08	\$2,642.02
Pre-Transport Service Fee	\$29,356.05	\$7,339.01
<b>Totals</b>	<b>\$87,627.49</b>	<b>\$21,906.87</b>

**Notes:**

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

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



12.4 Exhibit D: Ambulance Rates (2023)

<b><u>Exhibit D: Ambulance</u></b> <b><u>2023 Rates</u></b>	
<b><u>Advanced Life Support</u></b>	<b><u>Cost</u></b>
ALS Emergency	<del>\$4059.03</del> <u>1778.23</u>
ALS 2 Emergency	<del>\$4059.03</del> <u>1778.57</u>
Waiting Time	No Charge for 911 (typical \$10-\$25 every 15 min)
Night Charge	No Charge (typical \$100-\$300)
ALS Treatment w/o Transport	<del>\$400</del> <u>186.90</u>
Oxygen	<del>\$73.82</del> <u>108.40</u>
I.V. Supplies	<del>\$62.67</del> <u>92.02</u>
ALS Routine Supplies	<del>\$84.49</del> <u>190.27</u>
Intubations Supplies	<del>\$90.29</del> <u>140.21</u>
Defibrillation Supplies	<del>\$73.29</del> <u>83.36</u>
EKG Supplies	<del>\$43.28</del> <u>19.60</u>
Mileage (per loaded mile)	<del>\$20.98</del> <u>29.79</u>
Medications are in addition to ALS and ALS2 charges	
<b><u>Basic Life Support</u></b>	<b><u>Cost</u></b>
BLS Emergency	<del>\$901.82</del> <u>1517.72</u>
Night Charge	No Charge (typical \$100-\$300)
BLS Treatment w/o Transport	<del>\$50</del> <u>106.80</u>
Waiting Time	No Charge for 911 (typical \$10-\$25 every 15 min)
Oxygen	<del>\$73.82</del> <u>108.40</u>
BLS Routine Supplies	<del>\$63.21</del> <u>164.73</u>
EKG Supplies	<del>\$43.28</del> <u>19.60</u>
Mileage (per loaded mile)	<del>\$20.98</del> <u>29.79</u>
Standby (one hour minimum)	<del>\$75.00</del> <u>95.00</u> per hour, not to be duplicated with ALS or BLS charges.
Standby (each additional 15 minutes)	\$18.00

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~~if~~ you have any questions regarding your ambulance charges or our reimbursement rates, contact the GFES Manager at 406-453-5300 to discuss. Thank you.

12.5 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

Exhibit F, Non-Emergent Response Damages

NON-EMERGENT DAMAGES TIMES

- 18:01-19:00 — \$30.00
- 19:01-20:00 — \$40.00
- 20:01-21:00 — \$50.00
- 21:01-22:00 — \$60.00
- 22:01-23:00 — \$70.00
- 23:01-24:00 — \$80.00
- 24:01-25:00 — \$90.00
- 25:01-26:00 — \$100.00