

AMBULANCE SERVICE AGREEMENT

THIS AMBULANCE SERVICE AGREEMENT (“Agreement”) is made and entered into between the City and County Emergency Medical Service Board ("Board"), and St. Peter's Health, a Montana non-profit corporation, known as "Ambulance Company." Board and Ambulance Company may be hereinafter referred to individually as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, the Board is the primary responder to basic and advanced life support medical emergencies within its Service District in Lewis & Clark County, Montana; and

WHEREAS, this agreement will apply to all cooperating agencies within Lewis and Clark County which includes but is not limited to the Sheriff’s Office and the City of Helena Police Department.

WHEREAS, in July 2019 the Board solicited responses to a Request for Qualifications (the “RFQ”) to provide emergency medical transport services to the Board’s Service District; and

WHEREAS, Ambulance Company submitted a response to the RFQ and was subsequently selected to provide emergency medical transport services to the Service District; and

WHEREAS, the Parties mutually desire to establish and define their respective roles and responsibilities with respect to the delivery of emergency medical transport services; and

NOW, THEREFORE, the Parties hereto agree as follows:

SECTION I: DEFINITIONS

Service District: A distinct district with boundaries having its own political subdivision. It is established for the purpose of providing fire protection and response to emergencies.

Support Services Division: 911 communication center that services all emergency response entities in Lewis and Clark County.

SECTION II: DUTIES, OBLIGATIONS, REPRESENTATIONS,

AND WARRANTIES OF AMBULANCE COMPANY

2.1 Performance: Ambulance Company shall accept every referral for emergency and non-emergency ambulance service referred to it by Support Services Division dispatch twenty-four hours daily, seven days a week. Ambulance Company shall provide Advanced Life Support/paramedic-staffed ambulances to all priority medical responses and may utilize a Basic Life Support (BLS) staffed ambulance for standard medical responses.

2.2 Medical Emergencies: When Ambulance Company receives a request for an ambulance within the Service District for any medical emergency from any source other than the 911 Support Services Division, Ambulance Company shall immediately (i.e., within sixty (60)

seconds) provide the 911 Support Services Division all available information as to the nature and location of the emergency. "Medical emergency" is defined as trauma, injury, mental, emotional, physical condition, disease, or illness of any person requiring immediate medical treatment or care.

2.3 Emergency/Non-Emergency Requests: The Ambulance Company may make its own determination of the need for emergency response to the incident or from the incident to the medical facility based on dispatch information and patient care needs.

2.4 Personnel:

- A. Ambulance Company shall have sufficient emergency medical technicians (EMTs), and paramedics to comply with this agreement pursuant to ARM 37.104.213 Personnel Requirements, and ARM 24.156.2771 which refers to scope of practice.
- B. All Ambulance Company personnel during the performance of this Agreement shall be minimally licensed in Montana as Emergency Medical Technicians (EMTs).

2.5 Communications:

- A. Ambulance Company shall maintain twenty-four (24) hours a day, seven (7) days a week communication between its ambulances and dispatch.
- B. Ambulance Company shall provide a reliable telephone connection to the 911 Support Services Division dispatch center at its own expense.
- C. Ambulance Company will provide, at its own expense, 2-way radio communication between its units and units of the First Response Departments on common frequencies or talk groups.
- D. Ambulance Company must monitor the ambulance radio dispatch twenty- four (24) hours a day.

2.6 Patient Care: Ambulance Company shall follow patient care procedures as stated and as amended by the ambulance company's Medical Director.

2.7 Patient Preference: If a patient requests an ambulance from a company other than the Ambulance Company, the request will be honored except where the patient's health may be jeopardized by potential delay.

2.8 Response Level: If by reason of an emergency or unavailability of a vehicle or other equipment so that Ambulance Company will not have a vehicle or other equipment available for any period of time, it shall notify the 911 Support Services Division in a timely fashion.

2.9 Response Times:

- A. The response system works on a tiered response that allows life-saving interventions to begin with the arriving first responders and is enhanced with the arrival of the appropriately staffed ambulance. The Ambulance Company will be responsible for collecting and reporting response times outlined in section 2.11 (Records Maintenance) to the Board on a quarterly basis.
- B. The following are the reportable fire service districts/response district:
 - 1. Eastgate RFD
 - 2. East Helena VFD

3. East Valley FD
 4. West Helena Valley FD
 5. Westside Fire Service Area
 6. City of Helena
 7. Fort Harrison
 8. Tri-Lakes
 9. York
 10. Baxendale
 11. Birdseye
 12. Marysville
 13. Parts of Canyon Creek
 14. Parts of Wolf Creek/Craig
 15. Parts of Lewis and Clark County FSA
 16. VA Medical Center
- C. The Board may review with Ambulance Company the reported response times within their response area and compare them to recommended response times promulgated as national standards by entities such as the National Fire Protection Association (NFPA). Through this joint review, the parties will monitor and identify those patterns of response times that deviate significantly from national standards. Ambulance Company will work earnestly to decrease response times where necessary to comply with response time standards as agreed upon as applicable between the parties.
- D. Mitigating Circumstances: Mitigating circumstances for response times that may exceed adjusted national standards include but are not limited to:
1. The 911 Support Services Division gives Ambulance Company a substantially incorrect address to which to respond;
 2. While traveling to the scene of a call, the ambulance is involved in a traffic accident, suffers a mechanical breakdown, encounters a disaster, a riot, extremely bad weather, becomes involved in traffic congestion, or encounters another emergency in route. The condition or event shall be of such a nature and severity as to prevent the ambulance from timely reaching its destination; shall be immediately reported by the ambulance personnel to the 911 Support Service Division and be of such a nature that it could not reasonably be anticipated or avoided. Ambulance Company shall provide any necessary backup ambulance to complete the call.
 3. Any other circumstances as approved by the Board.

2.10 Additional Duties of Ambulance Company: Ambulance Company's duties shall also include the following:

- A. Coordinating and assisting with ongoing training and continuing education at the First Responder and EMT levels as indicated by identified need determined by the off-line medical director;
- B. Offer Basic Life Support (BLS), Advanced Cardiac Life Support (ACLS), and Pediatric Advanced Life Support (PALS) recertification through St. Peter's Health. The classroom training component will be provided free of charge all other additional costs are the responsibility of the individual or entity. The training offerings are posted on

the St. Peter's Health website and can be signed up for in advance utilizing the provided registration code from St. Peter's Health;

- C. The Ambulance Company will participate, if requested, in at least one (1) mutually agreed upon joint training that includes or is for each response entity annually;
- D. Exchanging items such as O2 bottles, scoops, and backboards with Quick Response, Fire Department, and First Responder units at a time it does not interfere with patient care and transport;
- E. Standing by at emergency operations at the request of the responsible Fire Chief or Law Enforcement Officer with an ambulance and ALS crew to provide medical checks on fire and law enforcement personnel as requested;
- F. Providing a means for disposal of infectious medical waste generated during a call to which Ambulance Company responds;
- G. Upon request, cooperating and assisting the Lincoln and Augusta Ambulance Services with mutually agreed upon emergency medical recertification and continuing education. Ambulance Company will honor all ALS intercept requests;
- H. Allow cooperating agencies to ride along for the purpose of training and education; and
- I. Offer an annual ECP refresher for EMR, EMT, AEMT, and Paramedic.

2.11 Records Maintenance: Ambulance Company shall maintain accurate and complete records of all ambulance service calls. Each record shall include the date and time of call received, unit number, time dispatched, time responding, on-scene time, transport time, destination arrival time, nature of call, facility or place to which patient was transported, initial location of responding ambulance, and total time in service. Times for the ambulance runs will be provided by the Support Services Division dispatch call for service number. Response time is based upon the Support Services Division incident dispatch time.

A. Reporting: Ambulance Company will submit quarterly reports in January, April, July, and October to the chair of the Emergency Medical Services Board that shall contain the following information.

- 1. The total number of patient contacts by district described in section 2.9B.
- 2. Average response times for each response district described in section 2.9B.
- 3. Outreach training report.
- 4. Staff, equipment and apparatus changes.
- 5. Quality assurance/improvement activity.

2.12 Equipment: Ambulance Company shall, at the request of the Board, from time to time, show evidence of the following:

- A. That Ambulance Company can furnish all vehicles and equipment necessary for fulfillment of this Agreement at its own expense. Ambulance Company will provide the type and age of its vehicles and equipment, which must meet or exceed current federal and state standards. Ambulance Company shall provide proof of compliance upon request of the Board.
- B. A detailed inventory, including quantities, of medical equipment and supplies currently carried onboard ambulances;
- C. A complete written description of Ambulance Company's program of preventative equipment maintenance and inventory control. Ambulance Company shall not be

- prohibited from modifying such preventative maintenance and inventory control procedures, from time to time, as necessary to improve performance and contain costs.
- D. That common consumables are compatible with that used by Fire Response and cooperating agencies. This will facilitate patient care continuity and easy replacement of expended ambulance supplies. That equipment, supplies and medications meet the standards set forth in the Montana State Administrative Code for advanced life support (ALS) and basic life support (BLS) ambulances; and
 - E. The Ambulance Company and all Fire Response and cooperating agencies are responsible for the replacement of their own equipment if lost, stolen, broken, or damaged.

2.13 Training and Education: Ambulance Company shall provide a training program for its employees as required by state or national organizations. This training shall include Medical, Incident Command System (ICS), Hazardous Materials awareness levels, emergency vehicle operations, Mass Casualty, and Vehicle Extrications.

2.14 Standard of Service: Ambulance Company is required, during the term of this Agreement, to maintain, at a minimum, the level and type of service as originally presented in its bid proposal.

SECTION III: FEES AND CHARGES FOR SERVICES

3.1 Fees and Charges:

A. **Pricing:** The Ambulance Company shall notify the Board in writing of its intent to adjust rates thirty (30) days prior to the rate schedule adjustment.

New charges based on changes in technology, private or government reimbursement rates or unforeseen expenses may be imposed at any time with the approval of the Board.

B. **Payment:** The Ambulance Company shall look solely to the person(s) or responsible entity to whom ambulance services are rendered for payment of all fees and charges. The Board shall have no responsibility for payment of any costs incurred by the Ambulance Company pursuant to the terms of this agreement.

C. **Charges:**

1. The Ambulance Company shall bill according to rules set forth and determined by industry standards.
2. The Ambulance Company will replenish Quick Response Fire Department and First Responder units in compliance with the safe harbor provisions of 42 § CFR 1001.952. These supplies will be limited to commonly stocked consumables. Additionally, approved medications can be purchased through the pharmacy at St. Peter's Health at cost plus 10%.
3. The Ambulance Company shall not impose any charges or fees not in accordance with market standards.

3.2 Compensation for Support Services Division (SSD): Ambulance Company will provide funds (User Fees) and assistance in cardio-pulmonary resuscitation (CPR) and emergency medical dispatch (EMD) training/recertification, and other relevant training for the Support Services Division (SSD). The User Fees for dispatching services, in part or whole, shall pay \$15,000 for the initial year of this agreement with an increase of \$1000 each additional year to the Police Department's SSD. The CPR training/recertification will take place at a time and location determined by the supervisor of SSD. In order for the Ambulance to best use SSD's services, it is recommended that the ambulances be equipped, at Ambulance Company's cost, with equipment comparable to that operated by the Police, Sheriff, and Fire Departments. To date, that equipment includes Mobile Data Terminals (MDT's), Automatic Vehicle Locators (AVL), and Trunked Radio System.

- A. SSD will continue to provide to Ambulance Company:
1. Priority dispatching;
 2. Emergency Medical Dispatch (EMD);
 3. support and/or utilize alternative paging and mapping software; (Active911 or equivalent)
 4. Access to status display

SECTION IV: TERM & TERMINATION

4.1 TERM: This Agreement shall commence at midnight on May 1, 2020 and continue for a term of seven (7) years, ending at midnight on May 1, 2027, unless terminated earlier. This Agreement is not renewable. Ambulance Company has sole operation of all 911 emergency calls while this Agreement is in effect.

4.2 Termination for Cause:

- A. If either party fails to perform a condition of this Agreement, the non-defaulting party, after providing the defaulting party with a written notice requesting a cure of the breach within thirty (30) days, is entitled to all of the remedies provided by law or by this Agreement, including but not limited to termination, damages, and specific performance. If the defaulting party fails to cure the breach within the period provided, the non-defaulting party may terminate the contract thirty (30) days after providing written notice of its intent to terminate. All termination notices shall be sent by certified mail, return receipt requested, to the defaulting party's address listed herein.
- B. **Conditions and Circumstances which constitute “cause” or “default” for purposes of contract termination include the following:**
- a. The Board has a reasonable, verifiable belief that Ambulance Company intends to discontinue or has discontinued service under this Agreement;
 - b. Revocation, termination, surrender, or lapse of ambulance certification by the State of Montana.
 - c. Failure of Ambulance Company to operate the ambulance system in a manner which enables the Board and Ambulance Company to remain in substantial compliance with the requirements of applicable federal and state laws, rules, and regulations, and with the requirements of local rules and regulations. Isolated

minor infractions of such requirements will not constitute any breach of this Agreement.

- d. Intentional falsification of data supplied to the Board during the course of operations, including but not limited to dispatch data, patient report data, response time data, financial data, or willful downgrading of calls triaged to enhance Ambulance Company's apparent performance or falsification of any other data required under this Agreement;
- e. Failure to comply with the accepted plan for ambulance coverage.
- f. Noncompliance with Agreement requirements;
- g. Failure to maintain equipment in accordance with good maintenance practices;
- h. Deliberate, excessive, and unauthorized scaling down of operations to the detriment of performance during a service provider transitional period;
- i. Chronic and persistent failure of Ambulance Company's employees to conduct themselves in a professional and courteous manner, and to present a professional appearance, to the extent that the Board's reputation suffers;
- j. Inability of Ambulance Company to furnish key personnel of quality and experience as required by the Board; or
- k. Chronic failure to comply with approved rate setting, billing, and collection procedures.

4.3 Termination Without Cause: Either party may terminate this Agreement without cause after providing written notice at least 1 year prior to the date of termination. Each party waives all claims for loss or liability against the other, directly or indirectly, for any decision to terminate this agreement without cause.

4.4 Equipment Upon Termination: Upon termination of this Agreement, Ambulance Company agrees to lease to the Board, at market rental, requested vehicles and necessary equipment as identified by the State of Montana under ARM 37.101.203, 204, 205, 206 for an interim period until the Board obtains a replacement ambulance service. In the event, Ambulance Company desires to sell any vehicles or equipment used in the performance of this Agreement after termination of this Agreement, the Board has the first right of refusal to purchase the vehicles or equipment at the price offered by a bona fide purchaser.

SECTION V: MISCELLANEOUS PROVISIONS

5.1 Insurance: The Ambulance Company must maintain, at all times during the pendency of this Agreement, the following insurance coverage:

1. General Liability: Ambulance Company must carry commercial general liability insurance policy of not less than \$10,000,000.00 per occurrence for bodily injury and \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate for loss or damage to property.

Insurance be in a form acceptable to the Board, from a company licensed to do business in the State of Montana and must name the City, the County, and the Board as an additional insured on the certificate of insurance on a primary non-contributory basis. The Board must be notified at least thirty (30) days prior to alteration, cancellation, termination or non-renewal of coverage.

2. Professional Liability: Ambulance Company must carry professional liability insurance policy of not less than \$1,000,000.00 per occurrence for and \$2,000,000.00 aggregate.
3. Workers' Compensation: Ambulance Company must comply with the provisions of the Montana Workers' Compensation Act with respect to all Ambulance Companies staff performing any work incidental to the performance of this Agreement. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. This insurance/exemption must be valid for the entire term of this Agreement. Upon expiration, Contractor must send proof of renewal to the Board.

5.2 Hold Harmless and Indemnification: For all services performed in connection with this Agreement, the Ambulance Company, agrees, to the fullest extent permitted by law, to defend, hold harmless, and indemnify the City, the County, and the Board, and their respective elected and appointed officials, officers, agents, employees, and volunteers from any and all losses, damages, liability, and causes of action of any kind or character, including the cost of defense thereof, occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act or omission on the part of the Ambulance Company or its agents, employees, officers, representatives, assignees, or invitees, in connection with this Agreement.

The City, the County, and the Board agree, without waiving any statutory limitation with respect to damages in tort, to defend, hold harmless, and indemnify the Ambulance Company, and their respective officials, officers, agents, employees, and volunteers from any and all losses, damages, liability and causes of action of any kind or character, including the cost of defense thereof, occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act or omission on the part of the City, the County, or the Board, or its agents, employees, officers, representatives, assignees, or invitees, in connection with this Agreement.

5.3 Assignment: This Agreement, or any interest herein, may not be assigned, voluntarily or by operation of law, sublet, or transferred, in whole or in part, without the written consent of the Board.

5.4 Amendments: This Agreement may be amended at any time by mutual written agreement of the parties. Amendments must be submitted to the EMS Board and are subject to approval. The parties may make amendments without formal action by the City of Helena or Lewis & Clark County Commissions.

5.5 Savings: If any provision of this Agreement is made invalid or unenforceable, such action shall not invalidate the entire Agreement. The provisions not made invalid or unenforceable shall remain in full force and effect.

5.6. Notices: Any notice required to be given by either Party or which either Party may wish to give, shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid to the following:

As to the Board:

Fire Chief
Helena Fire Department
300 Neill Avenue
Helena, MT 59601
406-447-8472 (work)
406-447-8467 (fax)

As to the Ambulance Company:

St. Peter's Health
Attention: President/CEO
2475 Broadway
Helena, MT 59601
406-444-2100

The above-named persons shall each designate a person to act as their authorized designee in case of absence or other circumstances where they may be unavailable.

5.7 Waiver: Failure by the Parties to enforce any term of this Agreement in every instance shall not be deemed a waiver of any portion of this Agreement, and the Parties reserves the right to enforce every provision herein to the fullest extent at any time.

5.8 Compliance with Laws: Ambulance Company shall comply with all federal, state, and local laws, rules, and regulations, now or hereafter existing, pertaining to emergency medical care and transportation services and ambulance rules and regulations.

5.9 Advertising: All advertising or other solicitation for business by Ambulance Company shall emphasize in a conspicuous manner that its primary business is to provide rapid initial response to medical emergencies in the greater Helena area. Ambulance Company agrees that any material distributed by it will include 911 as the primary and actual emergency telephone number for medical emergencies.

5.10 Contract Interpretation: Both parties acknowledge full opportunity to participate in the drafting of this Agreement and the opportunity to consult with legal counsel of their choice. No provision of this Agreement shall be construed either in favor or against either party.

5.11 Competition: Ambulance Company shall not utilize this Agreement to compete unfairly in any way with other companies in the area that provide private ambulance services. The Board is not endorsing one ambulance service over another, and Ambulance Company shall not advertise as such. The Board shall not utilize this agreement in future negotiations with other companies in the area that provide private ambulance services.

5.12 Nondiscrimination: During the performance of this Agreement, Ambulance Company shall not discriminate on the basis of race, color, religion, national origin, creed, age, or sexual orientation, the presence of any sensory, mental, or physical handicap in employment or application for employment or in the administration or delivery of services or any other benefits under this Agreement.

5.13 Contract Documents: If in the event of conflict regarding the terms and conditions of this Agreement, a party, a court, or a mediator determines that it must go beyond the four corners of the Agreement, the following two documents control in no specific order: The Board's request for bids and Ambulance Company's bid.

5.14 Venue: This Agreement is to be performed and interpreted under and in accordance with the laws of the State of Montana. Any litigation to enforce this Agreement or any of its provisions shall be brought in Lewis & Clark County, Montana.


Both parties agree to attempt to resolve any conflict or disagreements pertaining to this agreement prior to exercising legal means.

5.15 Quality Assurance and Improvement: State regulations and standards relating to the operation of emergency ambulances shall be met at all times. Ambulance Company shall demonstrate to the Board its program of quality assurance/improvement and continuing education guaranteeing ongoing acceptable medical performance by its employees. Ambulance Company shall comply with the Montana EMS guidelines as established by the Montana Board of Medical Examiners (BOME). On-going quality assurance/improvement by Ambulance Company shall be monitored by and under the jurisdiction of the Medical Program Director. Ambulance Companies supervising physician is responsible for providing direction and oversight for continuing education, recertification and provision of care for all Emergency Care Providers (ECP) in accordance with state law. Ambulance Company's Medical Director must practice within Lewis and Clark County. Ambulance Company will have access to the first responder records to conduct quality assurance audits and reviews.

5.16 Expanded Service Area: If geographic areas outside the scope of this Agreement become the responsibility of the Board through annexation, consolidation, contract, or otherwise by operation of law, at any time prior to termination of this Agreement, this Agreement will be amended accordingly, and Ambulance Company will extend service to the expanded area. Board may temporarily contract for such service with some other entity until such time as the parties amend or terminate this Agreement.

5.17 Complaints: A formalized complaint associated with a patient, a provider or deficient equipment shall be forwarded through the appropriate chain of command in writing within forty-eight (48) hours and shared with all affected entities. A thorough investigation will be completed by each affected entity utilizing its own internal policy. A final report, with resolution, will be forwarded to the ambulance board chair within 30 days.

BOARD CHAIR

By:  Kenneth F. Wood Date: Apr 27, 2020
Ken Wood, City of Helena Fire Chief

ST. PETER'S HEALTH

By:  Wade C. Johnson Date: Apr 30, 2020
Wade C. Johnson, St Peter's Health President/CEO