

## AGREEMENT

This Agreement between Missoula Emergency Services (hereafter referred to as the Contractor) located at 2680 Palmer Street, Missoula Montana 59808 and the City of Missoula (hereafter referred to as the City), 435 Ryman St., Missoula, Montana, shall be for 911 emergency ambulance services within the incorporated limits of the City of Missoula.

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

#### **1.1 Term of Agreement**

The term of this Agreement shall be for a period of five (5) years commencing September 1, 2024 and ending at midnight on August 31, 2029, unless terminated earlier or extended pursuant to the terms and conditions contained herein. This agreement may be extended for two additional two and a half (2 1/2) year periods if the City determines in its sole discretion that it is in its best interest to do so.

If it is the intent of either party to renegotiate this agreement, written notice of their intent shall be provided at least one hundred eighty (180) days prior to expiration.

If no agreement has been reached between the parties upon the expiration of any contract period, the current agreement will remain in effect until an agreement is reached, or until the end of a one hundred eighty (180) day written notice for termination of agreement, whichever time period is shorter.

Both parties may request modifications and improvements during the term of agreement as outlined in 10.14. Contractor and the City both agree to collaborate in good faith when considering any request for modification or improvement.

#### **1.2 Contract Administration**

Pursuant to the statutory duties of the Mayor to administer the affairs of city government, supervise the discharge of official duty by city employees, and carry out the policies established by the city council, the Mayor shall be responsible for administering the performance contract, except for those policy function determinations expressly reserved to the city council within the provisions of the performance contract.

The Mayor hereby appoints the Missoula City Fire Department (MFD) Fire Chief to act as the Contract Administrator to represent the City of Missoula in all matters pertaining to this Agreement and to administer this Agreement on behalf of the Mayor and City of Missoula.

#### **1.3 Incident Command & Authority**

With exception of patient medical care issues within the scope and authority of the Medical Director(s) as set forth in Section 2.3 of this Agreement, the Contractor shall operate within the Incident Command System (ICS) and under the direction of the Authority Having Jurisdiction (AHJ) on all emergency incidents. The Contractor shall respond when requested, perform functions as assigned, and operate as directed by the Incident Commander (IC) or designee within the command structure.

## **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, monitor and evaluate contract performance and compliance; and
- B. Provide EMS 911 system medical direction and control of the City EMS system.

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

During the term of this Agreement, the Contractor shall:

- A. Pursuant to the terms of this agreement, provide pre-hospital emergency medical care and transport service within the City twenty-four (24) hours each day, seven (7) days a week, three hundred sixty-five (365) days per year, 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 Missoula, continuously monitor the implementation of these plans and make necessary changes to the plans to meet system requirements;
- C. Provide ambulances, as well as other vehicles, equipment, facilities, medical and other supplies (including but not limited to 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 the MFD when providing patient care and treatment;
- E. Establish a recruitment, hiring and retention system consistent with ensuring a quality workforce of clinically competent employees that are currently certified, licensed and/or accredited.
- F. Comply with all training requirements established by the State of Montana and all applicable policies and provisions established by the Medical Director as set forth in Section 2.3 of this Agreement;
- G. Comply with rules and regulations governing emergency medical services and emergency medical technicians as promulgated by the State of Montana and the Board of Medical Examiners as Contained in the Administrative Rules of Montana.
- H. Maintain neat, clean, and professional appearance of all personnel, facilities, and equipment;
- I. All of the contractor's motor vehicle operators shall possess a valid Montana driver's license.
- J. Maintain a good reputation through ensuring courteous and professional conduct of office and field personnel;
- K. 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;

- L. Establish and maintain a soft supplies exchange program with first-responder agencies, including the MFD. The Contractor will re-stock supplies used by the MFD during EMS incidents;
- M. Respond to City's written inquiries about service and/or complaints within five (5) business days of a written request from the City;
- N. Submit, in a timely manner, operational reports, with necessary documentation to support and verify data provided;
- O. Notify the MFD after receiving a direct call for emergent ambulance transport to advise them of the request;
- P. Notify the City of Missoula of Contractor's failure to comply with contractual requirements, within two (2) business days of Contractor management becoming aware of the failure to comply;
- Q. Possess a current City business license and be licensed by the State of Montana to provide emergency medical services at the advanced life support (ALS) level.

### **2.3 Medical Direction**

- A. The MFD EMS 911 System Medical Director has the exclusive authority to develop overall medical plans, policies and medical standards to assure that an effective level of emergency medical care is maintained within the City pre-hospital care 911 system and shall provide ultimate medical control over the entire EMS system. On all matters affecting the quality of patient care, the EMS 911 System Medical Director directs policy, procedure and protocols. 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 system.
- B. The MFD and the Contractor are authorized to contract with an Agency Medical Director of their choice. The Contractor's Agency Medical Director will be advisory on all issues related to plans, policies, and medical standards related to the city's 911 emergency care system. The Contractor is solely responsible for all cost and actions associated with their Agency Medical Director. If Contractor does not select the City's EMS 911 System Medical Director as its Agency Medical Director, then Contractor will work collaboratively and in good faith with the City's designated EMS 911 System Medical Director.

### **2.4 Incident Command & Authority**

With exception of patient medical care issues within the scope and authority of the Medical Director(s), the Contractor shall operate within the Incident Command System (ICS) and under the direction of the Authority Having Jurisdiction (AHJ) on all emergency incidents. The

Contractor shall respond when requested, perform functions as assigned, and operate as directed by the Incident Commander (IC) or designee within the command structure.

MFD members “riding in” the ambulance (See Appendix C)

## **SECTION 3 – STAFFING, DEPLOYMENT and TRAINING**

### **3.1 Staffing and Deployment**

The Contractor shall, at minimum, staff and deploy three ambulances at the advanced life support level (ALS) twenty-four (24) hours per day, seven (7) days per week, three hundred sixty five (365) days per year. The Contractor shall staff and deploy a fourth ALS ambulance Sunday through Thursday 6am to 10pm, and Friday and Saturday 24 hours per day, fifty-two (52) weeks per year. Contractor shall also provide at least one (1) on-call ambulance twelve (12) hours per day, Sunday through Saturday. To meet the needs of the population and to reduce the risk of injuries, the Contractor shall provide bariatric capable cots and ambulances in good working order that are available to transport bariatric patients.

Contractor’s staffing and deployment, as described above, is for all ambulance services that they provide in the city, county and the surrounding area. The Contractor shall review its response times monthly and shall, notwithstanding the minimum staffing requirements set forth above, staff a sufficient number of (ALS) ambulances to consistently meet the response time criteria in section (G) and meet the EMS demand of the City of Missoula.

Unit hour utilization (UHU) calculation, MESI will not exceed 2,500 transports per staffed ambulance per year. This is the equivalent of a .285 UHU, which is lower than the national average acceptable standard of .30 to .50. In summary this means that MESI will have more ambulances available per transport than is required by the UHU standard. One 24 hour staffed ambulance for a year is equal to (24 hours x 365 days) 8,760 staffed ambulance hours. MESI will provide on average, including all calls in the city and the county, 3.5 staffed ambulance hours, which will include a total of all scheduled and non-scheduled staffed ambulance hours, for every MESI transport. This will be calculated by dividing the total annual staffed ambulance hours by the total number of MESI transports. For example, 39,000 ambulance hours divided by 10,000 transports equals 3.9 staffed ambulance hours per transport. MESI will also use response times to determine if they need additional ambulance hours. If MESI’s response times drop below 92% they will determine what additional ambulance hours need to be added, this may include just adding an ambulance for one hour a day on certain days or adding an ambulance 24 hours a day. MESI will determine how to best increase staffing to be able to respond in nine minutes or less 90% of the time. MESI will provide a year-end response time and transport per ambulance report.

Reference Appendix B for further explanation of UHU calculations.

By 0900 hours each day, the Contractor shall provide a daily staffing and deployment report to the fire department listing the staffed ambulance units, the hours of day that each unit is

scheduled to be staffed, the base location of each unit, along with the names and EMT endorsement level of personnel assigned to each unit.

The Contractor shall keep the City informed of any planned or anticipated changes in staffing and deployment resulting in a reduction of on-duty personnel and/or staffed ambulance units available, including the availability of the bariatric capable ambulance. Contractor will maintain one bariatric unit, which Contractor may use for non-emergent transport from time to time. When in use, Contractor will keep the MFD informed of the bariatric ambulance status and anticipated availability.

The Contractor shall have a policy and procedure in place for the emergency recall of off-duty personnel.

### **3.2 Training**

The Contractor shall have a policy addressing employee driving standards. At a minimum, this policy shall include acceptable driving record criteria, initial and annual driver's license check, employee responsibility to report all changes to driving record, requirements to achieve and maintain driving privileges, and emergency and non-emergency vehicle operation standards and training.

All of the Contractor's field employees shall have awareness level Hazardous Materials and Incident Command System (ICS) or National Incident Management System (NIMS) training within one year of entering into this Agreement or within one year of hire.

The Contractor shall make reasonable efforts to train with MFD to better meet the recommendations outlined in our Emergency Services Consulting International (ESCI) Comprehensive EMS Study.

## **SECTION 4 – OPERATIONS**

### **4.1 Response Time Standards**

The Contractor shall provide adequate personnel, vehicles, equipment and facilities to maintain a Code 3 response time of nine (9) minutes or less on at least ninety percent (90%) of calls within the corporate limits of the city. Code 3 response time shall not exceed twenty (20) minutes. Any Code 3 response that exceeds twenty (20) minutes and is not exempt due to listed circumstances may result in the Contractor being assessed a \$500.00 fee. Ambulance response time shall be assessed on a monthly basis and calculated as the actual elapsed time in minutes and seconds from the time the call is received by the Contractor to the moment the first capable Contractor's unit (Ambulance) arrives at the scene of the incident. Where multiple ambulances are dispatched to the same emergency incident, only the response time of the first ambulance to arrive at the scene shall be considered.

The Contractor must not fail to comply with the response time performance requirements for three consecutive months or for any four months in a calendar year.

The Contractor shall not exceed the posted speed limit by more than ten (10) miles per hour. Failure to comply with Code 3 speed limits shall result in a \$250.00 fee for each incident that is verified and documented.

The Contractor shall not reduce the level of service in areas served by the Contractor outside the corporate limits of the City in order to meet the response time performance requirement.

The Contractor shall be exempted from the response time performance requirements in the following circumstances;

1. Failure by the 911 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 dispatch or first responder during the time the ambulance unit is en-route to the dispatched location;
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;
8. Responses to areas where there is limited or no access by road.

*Exceptions shall be for good cause only, as determined by the Contract Administrator. 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 provide Contract Administrator a monthly report by the last day of the following month, listing code 3 responses, response times, exceptions to response times, and response time percentile.

#### **4.2 Failure to Respond to a Code 3 911 Emergency Incidents**

In the event the Contractor fails to respond to, is unable to respond, or extremely delayed to a Code 3 emergency medical request and the City transports, the Contractor may be assessed a \$1,200.00 fee per incident. An extremely delayed response is defined as not being on scene within 25 minutes or not having the ability to be on scene within 25 minutes. If the Contractor fails to respond to a Code 3 911 emergency incident the total fine per incident shall not exceed \$1,200.

In the event the Contractor has no staffed ambulances or anticipates a potential delayed response

of 25 minutes or greater in the City. The Contractor shall notify MFD Battalion Chief (110) immediately. This allows the MFD the ability to anticipate and facilitate the dispatch of an MFD ambulance if appropriate.

### **4.3 Equipment and Supplies**

- A. All ambulances used under this Agreement shall be in good working order and meet or exceed the equipment standards of the State of Montana.
- B. 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, maintain, and provide medical equipment and supplies on board all ambulances according to EMS State Service Licensure.
- C. The Contractor shall maintain, and provide to the Contract Administrator, a complete listing of all ambulances (including reserve ambulances) to be used in the performance of this Agreement, including their license and vehicle identification numbers, and the name and address of the lien holder, if any. Changes in the lien holder, as well as the transfer of ownership, purchase, or sale of ambulances used under this agreement shall be reported to the Contract Administrator.
- D. In the event that the City of Missoula and Missoula County dispatch adopt Automatic Vehicle Location (AVL) dispatching. The Contractor shall ensure that each ambulance and response vehicle (Med 10) is equipped with approved AVL equipment that functions with Missoula dispatching system.
- E. Radio Communications – The Contractor shall ensure that each ambulance is equipped with appropriate emergency communication and alerting devices in accordance with State requirements. Every ambulance shall include the ability to communicate with 911, area Hospitals, the fire department, and other public safety agencies. Contractor shall ensure that each ambulance utilized in the performance of this Agreement is equipped with:
  - Emergency alerting devices capable of being used to notify ambulance personnel of response needs.
  - Radio communications equipment compatible with 911 communications equipment sufficient to meet or exceed the requirements of City or Missoula County 911 Center policies and procedures.

The Contractor shall operate under MFD's radio SOG procedures while responding to incidents in the City. Before the MFD implements a change in the radio SOG procedures or other communication policies, procedures or protocols, it will request input from all other medical agencies impacted, including 911 dispatch and the Contractor. All input from other agencies and Contractor shall be carefully considered and the MFD will be considerate of how any new radio SOG procedures may negatively impact Contractor.

- F. 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

emergency services by paramedics.

The EMS System Medical Director shall approve all controlled substance policies and procedures.

- G. Safety Equipment – Contractor will follow all applicable 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.
- H. Vehicle Maintenance Program – Contractor’s vehicle maintenance program shall be designed and conducted so as to achieve the highest standards of reliability appropriate to a modern emergency ambulance service. The Contractor will maintain ambulances and equipment to the manufacturer’s service maintenance schedule.
  - 1. Contractor shall maintain all ambulances. Vehicles shall be kept in excellent working condition at all times.
  - 2. Any ambulance with any deficiency that compromises, or may compromise, its performance, shall be immediately removed from service.
- I. Provision and Replacement of Fire Department Medical Supplies. Contractor shall provide the fire department oxygen and replace fire department medical supplies as follows:
  - 1. Disposable items used by the MFD’s 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 the patient to complete the replacement of disposable items at the incident, the MFD will bill the Contractor for all disposable supplies MFD carries and has in backstock for EMS calls in the City. Within 24 hours, the Contractor shall retrieve and return to the MFD all durable equipment supplied by the MFD in providing EMS and any other the MFD equipment which has come into the Contractor’s possession.
  - 2. The cost for medication items used by the MFD’s first responders in providing patient care and treatment shall be reimbursed by Contractor. MFD will bill the Contractor for all medications used on EMS calls in the City and carried in backstock for City calls. Medications must be on the Contractors approved list of medications in order for the Contractor to reimburse the MFD. Contractor will provide an approved list of medications to the MFD prior to September 1, 2024 and contractor will also provide an updated list to the MFD within 48hours of receipt of notice about any modifications made to the approved list of medications during the term of the contract. In no event shall Contractor reimburse or replace any narcotic or other Controlled Substance as defined under the Controlled Substances Act of 1970 (Title 21 of the United States Code), used by MFD in the course of its operations or otherwise.

#### **4.4 Disaster Preparedness**

- A. Disaster Plan – Contractor shall have a plan for the immediate recall of personnel to staff units during multi-casualty situations or declared disaster situations. This plan shall include the ability of the Contractor to page and alert off-duty personnel. The Contractor shall participate in



training programs and exercises designed to upgrade, evaluate, and maintain readiness of the system's disaster and multi-casualty response system.

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

## **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 –Vender will comply with Section 3.1. Staffing exceptions will be allowed only during times of disaster declaration.
- B. Management and Supervision – Contractor shall provide the management personnel necessary to administer and oversee all aspects of emergency ambulance service. At least one field supervisor with emergency medical experience shall be on-duty or on-call at all times to oversee and provide support to field personnel. The Contractor shall provide to the City a hierarchal table of organization identifying the management positions and their roles and responsibilities.
- C. Required Certifications – The Contractor shall follow the State of Montana Department of Health and Human Services and the Board of Medical Examiners rules and regulations regarding the licensure and certification requirements of its employees who work in the City.
- D. In-Service Training, Continuing Education and Driver Training – Contractor shall have a program for ensuring personnel are prepared to respond to emergency requests through in-service training and continuing education.
1. Contractor shall implement a program, to train all personnel to assist in the delivery of emergency patient care.
  2. Contractor shall maintain an on-going driver training program for ambulance personnel.
  3. Contractor shall provide in-service training programs related to quality improvement activities and outcomes.
  4. Contractor shall allow MFD personnel to attend in-service training and MFD will allow Contractor's employees to attend their in-service training programs.
  5. MFD will facilitate one mandatory training annually for the contractors employees to attend
  6. Contractor field supervisors shall meet quarterly, or as mutually agreed with MFD BC's to improve EMS service delivery.
  7. The Contractor management and the Contract Administrator shall meet quarterly, or more frequently if mutually agreed for a status review of the EMS system.
  8. Contractor shall implement a drug and alcohol testing program under applicable law, to promote public safety.
  9. Contractor will encourage all personnel involved in an event which has the potential to adversely affect the personnel's mental health to attend the Critical Incident Stress Debriefing (CISD) or defusing session, as requested by the City of Missoula. Contractor shall ensure that their employees have options available to them to provide for mental health support.
  10. Contractor will make its best effort to provide MFD personnel opportunities for sufficient

“Ride Time” to achieve any continuing education, clinical skills, or required patient contacts needed for any Paramedic or ALS course for which they are enrolled. However, MFD acknowledges part of Contractor’s business is emergency medical response training, both for its employees and for certain student populations. Acknowledging this dynamic, MFD recognizes and accepts that ride time priorities will first be given to MESI employees, the University of Montana, and then the MFD.

11. Personell complaint process (See Appendix A)

## **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 7 – REPORTS, RECORDS and RIGHT TO INSPECT**

### **7.1 Documentation**

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

### **7.2 Records**

The Contractor shall provide to the Contract Administrator all records and information required under this Agreement, as listed below:

- 1) Daily staffing and deployment reports
- 2) Annual employee Driving, Hazmat, and ICS/NIMS training reports
- 3) Annual ambulance fleet list including lien holders, if any
- 4) Annual Contractor’s ambulance equipment inventory
- 5) Monthly response time report
- 6) Annually provide an agreed upon procedures engagement letter from an independent certified public accounting firm complying with GAAP
- 7) Performance security
- 8) Evidence of worker’s compensation coverage
- 9) Insurance certificate

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

### **7.3 Right to Inspect**

With reasonable notice, the Contract Administrator may directly observe and inspect the Contractor’s facilities, ambulances, and operation including riding along as “third person” on any of the Contractor’s ambulance units.

#### **7.4 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) and the Montana Healthcare Information Act. 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 PHI 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, PHI 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 – ADMINISTRATIVE REQUIREMENTS**

#### **8.1 Performance Security**

Prior to the commencement of operations under the terms and conditions of this Agreement, Contractor shall obtain and maintain throughout the term of the contract a “contract performance security” in the amount of \$ 500,000. Only in the event that the Contractor commits a major breach, as defined in section 11.1 of this contract, shall the Contractor be required to pay the performance security to the City. The Contractor shall be able to obtain and maintain Security Performances in one of the following methods acceptable to the City:

- A. Cash; or
- B. An irrevocable letter of credit issued by a financial institution rated at least “A” by Moody’s or Standard and Poor’s in a form acceptable to the City Legal Counsel which shall recognize and accept the contract’s requirements for immediate payment of funds to the City upon determination by the City Council that Contractor is in major breach and that the nature of the breach is such that the public health and safety are immediately and seriously endangered, and recognizing that any legal dispute by the Contractor or the creditor shall be initiated and resolved only after release of the performance security funds to the City; or
- C. An irrevocable guaranty issued by an entity rated at least “A” by Moody’s or Standard and Poor’s in a form acceptable to the City Legal Counsel which shall recognize and accept the

contract's requirements for immediate payment of funds to the City upon determination by City Legal Council that Contractor is in major breach and that the nature of the breach is such that the public health and safety are immediately and seriously endangered, and recognizing that any legal dispute by the Contractor or the creditor shall be initiated and resolved only after release of the performance security funds to the City; or

- D. A surety bond issued by an insurance company rated at least "A" by Moody's, Standard and Poor's or A.M. Best in a form acceptable to City Legal Counsel which shall recognize and accept the contract's requirements for immediate payment of funds to the City upon determination by the City Legal Counsel that Contractor is in major breach and that the nature of the breach is such that the public health and safety are immediate and seriously endangered, and recognizing that any legal dispute by the Contractor or the creditor shall be initiated and resolved only after release of the performance security funds to the City; or
- E. Such other forms of security, or a combination of the above methods, that is acceptable to the City.
- F. The irrevocable letter of credit, irrevocable guaranty, or surety bond furnished by the Contractor in fulfillment of this requirement shall provide that such letter of credit, guaranty, or bond shall not be cancelled for any reason except upon thirty (30) calendar days written notice to the City of the intention to cancel said letter of credit, guarantee, or bond. The Contractor shall, not later than twenty (20) days following the commencement of the thirty-day notice period set forth in Section 11.1.A.1., provide the City the security identified above. 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.

## **8.2 Insurance**

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

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

### **8.3 Indemnification**

- A. Contractor agrees to defend, indemnify, protect and hold the City, its officers, employees and agents harmless from and against any and all claims asserted, or liability established for injuries or damages to any person or property (including attorney's fees), or losses and causes of action which may arise from or in connection with the performance by the Contractor under this Agreement.
- B. Subject to the limitations set forth in Mont. Code Ann. §2-9-108, 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), or losses and causes of action which may arise from or in connection with the performance by the City under this Agreement.

## **SECTION 9 – FISCAL REQUIREMENTS**

### **9.1 Annual Subsidy**

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

### **9.2 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 July 1, through June 30.

### **9.3 Billing and Collections**

- A. Rates – The Contractor's rates for service will be reasonably consistent with market-comparable services in the ambulance service industry in Montana.

### **9.4 Damages**

- A. Payment Methodology – City will make final damages determination and invoice the Contractor.

Contractor shall pay City monthly for any penalties upon receipt and acceptance by the City of performance reports with penalties for the previous calendar month.

- B. Damages Disputes – If Contractor disputes City’s response time calculation, or the imposition of any other damages, Contractor may appeal to the Contract Administrator in writing within fifteen (15) business days of receipt of notice of damages. The written appeal shall describe the problem and provide an explanation of the reasons why such damages should not be assessed. The Contract Administrator shall review all appeals and shall issue a decision regarding the ruling as to the issues at hand and determination regarding the imposition, waiver, or suspension of the damages in writing to the Contractor within fifteen (15) business days of receipt of such requests and advise of the determination of such review. If needed, the matter may then be forwarded to the City Council for final appeal and determination.
- C. Use of Damages Monies – Damage monies shall be expended in a manner that benefits the EMS system as determined by the sole discretion of the City.

## **9.5 Compensation to City**

- A. Oversight and Monitoring – Contractor will pay the City \$15,000 per year for City staff services rendered to provide ongoing contract oversight and to ensure Contractor and Sub Contractor provides quality medical care. The Contractor will be responsible for paying the City on time for payment due on October 1<sup>st</sup> of each year of the contract term. The City will invoice the Contractor no later than September 1<sup>st</sup>. 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.
- B. Medical Direction – Contractor will share the cost of the EMS 911 system Medical Director equally, not to exceed \$12,000 annually, with the City. The Contractor will be responsible for paying the City on time for payment due on October 1<sup>st</sup> of each year of the contract term. The City will invoice the Contractor no later than September 1<sup>st</sup>. 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. Arranging for and Providing Pre-Transport Service Fee Contractor will pay the City \$29,000 (\$29,000) the strike out on the 4 doesn’t show up. per year for City staff arranging for and providing Pre-transport services at the scene of an emergency medical incident in which the Contractor’s employees respond. The City allows the Contractor to bill the patient and their third party insurance companies for the services and supplies provided by the City’s EMS Services. The Contractor will be responsible for paying the City on time for payment due on October 1<sup>st</sup> of each year of the contract term. The City will invoice the Contractor no later than September 1<sup>st</sup>. 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.

## **SECTION 10 – GENERAL CONTRACT REQUIREMENTS**

### **10.1 Contract Termination**

A. Termination For Cause – 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. Before such termination occurs, 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 Contract Administrator. In the event of an unfavorable ruling by the Contract Administrator, the Contractor reserves the right to appeal to the City Council and the City Mayor, with a ruling or adjudication from those entities, prior to termination

B. “Major Breach” shall include Contractor’s:

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.
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 these response time performance requirements for three consecutive months, or for any four months in a calendar year, shall be a “Major Breach” of this Agreement.
4. Failure to consistently meet or exceed the various clinical and staffing standards required herein (as referred to in 5.1)
5. Chronic Failure to maintain equipment or vehicles in accordance with good maintenance practices, or to replace equipment or vehicles in accordance with Contractor’s submitted and accepted Equipment Replacement Policy, except as extended use of such equipment may be approved in writing by the City.
6. Chronic or persistent failure to comply with conditions stipulated by the City to correct any “Minor Breach” conditions;
7. Failure of the Contractor to cooperate and assist the City in the investigation or correction of any “Minor or Major Breach” of the terms of this Agreement, after written notice by the System Administrator;
8. Failure to assist in the orderly transition, or scaling down of services, during the transition to the next Contractor if such contract does not include the Contractor;
9. Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the insurance coverage required herein;
10. Failure to maintain in force throughout the term of this Agreement, including any



extensions thereof, the performance security requirements as specified herein;

11. Engaging in any other acts or omissions of the Contractor that immediately and seriously endangers the public health and safety;
12. Failure to cooperate and follow the direction of the EMS 911 System Medical Director as it relates to plans, policies, and medical standards;
13. Admitting in writing Contractor's inability to pay its debts generally as they become due, or (II) filing a petition to be adjudicated a voluntary bankrupt in bankruptcy or a similar petition under any insolvency act, or (III) making an assignment for the benefit of its creditors, or (IV) consenting to the appointment of a receiver of itself or of the whole or any substantial part of its property; or.
14. Failing to provide the city, with a minimum of 12 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 Contract Administrator. Minor Breaches shall include Contractor's:

1. Failure to comply with the response time performance requirements for two consecutive months, or for any three months in a calendar year, shall be a "Minor Breach" of this Agreement;
2. 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;
3. Failure to participate in a Continuous Quality Improvement (CQI) program, including, but not limited to investigation of incidents and implementing prescribed corrective actions;  
or
4. Failure to comply with required payment of damages within 30 days written notice of the imposition of such damage assessment.

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

If the City determines that a Major Breach has occurred, and if the nature of the breach is, in the City's opinion, such that public health and safety are endangered, and after Contractor has been given written notice and reasonable opportunity to correct such deficiency, and has failed to cure the major Breach; or appealed the Notice of Major Breach to the City Mayor and City Council, and has received an unfavorable ruling from those entities, then 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 Missoula operations.

If requested by the City, the Contractor shall lease to the City up to three ambulances and equipment in Missoula, for a term not to exceed 360 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.

### **10.3 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 8.1 herein.

Any legal dispute concerning a finding of breach shall be initiated only after appealing the major breach as required under this agreement and 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 8.1 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 loss of revenue, 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 affect 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.

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

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

### **10.5 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 affect 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 \$500,000 under the performance security required by this agreement.

#### **10.6 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.

#### **10.7 "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.

#### **10.8 Equal Employment Opportunity**

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

## **10.9 Independent Contractor Status**

Contractor is an independent contractor and not an employee of the City. Contractor is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. Contractor is not entitled to any City 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.

## **10.10 Non-Assignment and Non-Delegation**

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

## **10.11 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.

## **10.12 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 City of Missoula.

## **10.13 Non-Discrimination and Affirmative Action**

The Contractor agrees that any and all hiring, contracting and bid letting by them related to this Agreement shall be on the basis of merit and qualifications and there shall be no discrimination on the basis of race, color, creed, religion, political ideas, gender, age, marital or familial status, sexual preference, physical and mental handicap, national origin or ancestry by persons performing this contract. Qualifications mean such abilities as are genuinely related to competent performance of the particular task.

Contractors, subcontractors, sub-grantees and other firms doing business with the City or any agency connected with the City must be in compliance with the City's Affirmative Action Plan and Title 49, M.C.A., or forfeit the right to continue such business dealings.

## **10.14 Changes**

The City or Contractor 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.

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

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

### **10.16 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 riots, war, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

### **10.17 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 to be invalid, illegal, or unenforceable in any respect, by any court or by the Office of Inspector General (OIG) of the United States Department of Health and Human Services 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.

### **10.18 Notice**

Any and all notices to the City shall be sent to:

Gordy Hughes  
Fire Chief  
625 E. Pine Street  
Missoula, Montana 59802  
&  
Brad Davis  
Assistant Fire Chief  
625 E. Pine Street  
Missoula, Montana 59802

Any and all notices to the Contractor shall be sent to:

Don Whalen, Manager  
Missoula Emergency Services  
1200 Burlington Avenue  
Missoula, Montana 59801  
&

David Kuhn, President  
Missoula Emergency Services  
1070 Riverwalk Drive #252  
Idaho Falls, Idaho 83402

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

Contractor:

MISSOULA EMERGENCY SERVICES

By: \_\_\_\_\_

Dave Kuhn  
Its: President

STATE OF IDAHO )

County of Bonneville : ss.

City of Idaho Falls )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public in and for the State of Idaho, personally appeared DAVE KUHN, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

Notary Public for the State of Idaho

(NOTARIAL SEAL)

Printed Name: \_\_\_\_\_

Residing at Idaho Falls, Idaho

My Commission Expires: \_\_\_\_\_

City of Missoula:

Fire Chief

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Gordy Hughes

ATTEST:

APPROVED:

Claire Trimble

City Clerk

Andrea Davis

Mayor

(City Seal)

APPROVED AS TO FORM:

City Attorney

## Appendix A:

### Complaint and investigation process

- If a Provider makes a complaint regarding service, level of care the complaint will be investigated by the agency against whom the complaint was made.
- Any employee or provider can make a complaint by notifying a manager, supervisor, or department administrator.
- If possible, provider complaints should be resolved at the lowest level of rank. However, each parties respective administration should be notified of the complaint.
- If the complaining party is not satisfied with the resolution at the lower level, the complaining party may take the complaint to the next rank level
- As appropriate documentation and specifics are necessary in carrying out a thorough investigation. It is the responsibility of both parties to provide adequate documentation of a complaint. Some examples include date and time of incident, CFS#, written documentation of event or pertinent information, witness statements etc...
- Each party shall provide copies of applicable employee discipline and investigation policies and procedures to the other. to ensure appropriate policies and procedures are in place for handling provider complaints.
- In the event a provider complaint cannot be handled at the lowest ranking level. the complaint shall be moved up the established chain of command of both parties. If a complaint is moved up to the Medic 10 and or MFD BC 110 level, both the MESI and MFD administration shall be notified that a complaint has been moved up to that level. If appropriate, the complaint may still be resolved at this level with or without administrative input.
- If either parties' administration feels that the complaint should be elevated to the parties' administration level, or the medical director(s) for patient medical treatment The parties shall meet with representatives from both parties' administration along with the Medical Director(s) as appropriate to discuss the complaint and establish an appropriate path forward.
- The parties acknowledge that the Medical Director(s) are required to meet their duties and obligations as set forth in Montana State Admin Rules and defined by the State Board of Medical Examiners (BOME) as necessary. If an independent investigation is carried out by a Medical Director, a written summary of the investigation may be requested by either party and provided if information provided in the summary doesn't violate applicable law.
- If a determination is made by either party that an investigation should result in discipline such discipline shall be carried out by the responsible agency per their policies and procedures and will remain employee confidential information.
- If applicable the BOME may be used as a third-party investigation into a provider complaint. The Montana State BOME has a defined process available on their website to file a complaint with the BOME for any State licensed provider.
- It is essential that good communication occurs between both parties' administrations during a complaint or investigation process. Both parties shall respect any HIPPA laws or employee confidentiality laws. A written summary of the investigation may be requested by either party and provided if the information provided in the summary doesn't violate applicable law.

If it needs defined for this section "administrations" I am referring to the Fire Chief and/or Assistant Fire



Chiefs for MFD and the Manager and/or Assistant Managers for MESI.

## **Appendix B:**

### **MESI**

The guidelines and standards we use to determine our ambulance needs are as follows.

- 1) MESI will not exceed 2,500 transports per staffed ambulance per year. One 24 hour staffed ambulance for a year is equal to (24 hours x 365 days) 8,760 staffed ambulance hours. This standard is lower than the low end of the UHU national standard. This calculation incorporates all MESI transports and ambulances in service, including city transports, county transports, emergency and non-emergency transports, scheduled ambulances and other non-scheduled ambulances. MESI adds up its scheduled ambulance hours plus additional staffed ambulance hours from on-call and other non-scheduled hours.

Using the 2,500 transports per 8,760 ambulance hours simplifies the Unit Hours Utilization (UHU) model, for example 2,500 transports divided by 8,760 ambulance hours is the equivalent of a .285 UHU. In simple terms MESI will provide the availability of 3.5 staffed ambulance hours for every MESI transport, which can be calculated as follows,  $1/.285 = 3.5$ . The national industry standard range is .30 to .50, for example a .30 UHU is equal to 3.33 staffed ambulance hours available per transport and a .50 UHU is equal to 2 staffed ambulance hours available per transport. MESI is well below the industry standard and currently is staffing approximately 4 plus ambulances per transport. This does make operations challenging since the reimbursement model for EMS punishes non-productivity and only rewards operations when its productivity is more in balance, when the UHU is closer to .33 or 3 ambulances or less per transport.

- 2) We also use response times to determine if we need additional ambulance hours. If MESI's response times drops below 92% we determine what additional ambulance hours need to be added, this may include just adding an ambulance for one hour a day on certain days or adding an ambulance 24 hours a day. Balancing productivity and non-productivity are always on the mind of the owner and management to strike the correct necessary balance.

Between the two metrics MESI will always stay well above the industry national standards to balance productivity levels. Productivity that is too high leads to employee exhaustion and clinical errors. Productivity that is too low leads to non-sustainable high costs, low skills utilization and poor clinical performance due to under-utilization. We must remain balanced to provide the best service and remain financially viable and that's why these standards are used. To provide optimal services an ambulance company is designed to have ambulances available to transport in 9 minutes or less 90% of the time.

MESI is committed to using these benchmarks and can provide a year-end report of how we measure up to these standards.

## Appendix: C

In general, MESI is the contracted transport agency by the City of Missoula to receive and provide EMS patient care and transport to a higher level of care. The standard should be for MFD to pass patient care to MESI and allow MESI to transport patients to the hospital. This model allows MFD to be more readily available to serve our citizens in the most efficient manner.

Both agencies should consider first and foremost the safety of all involved and the best interests of the patient when making the determination of additional EMS providers.

Either agency may request an additional rider(s) to provide additional patient care as necessary.

If, in order to optimize patient care, a request for an additional rider(s) from MFD is made by MESI, MFD will make every effort to send a rider. Final determination on fulfilling MESI's request to send a MFD rider to the hospital with the transport ambulance will be made by MFD's highest ranking officer on scene.

If a request is made by MFD to send a rider(s) to the hospital with MESI, and if MESI determines additional assistance is needed to optimize patient care, MESI will make every effort to accommodate an MFD rider. Final determination on allowing a MFD member to ride in the ambulance will be made by the highest ranking MESI provider on scene. MFD and MESI shall honor each others professional clinical positions while making final decision of additional EMS providers. MFD and MESI shall treat each other professionally and respectfully at all times.

Out-of-hospital (prehospital) patient care will be provided by the highest certified EMT provider on scene. When the certification level of both MESI and MFD crews attending to a patient are equal, transfer of patient care will be to MESI, regardless of which agency initiated the patient's care.

If MFD and MESI cannot mutually agree to send additional EMS providers into the hospital, a written justification may be requested from each agency. The justification would be reviewed by both agencies' administrations and the Medical Directors. The intent of the justification review is for QA/QI of the incident and the decision-making process. The QA/QI report will be made available for the providers that were on the scene.