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# MEMORANDUM

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**DATE:** February 14, 2006  
**TO:** City Council Members  
**FROM:** Jennifer Bruno, Policy Analyst  
**RE:** Briefing relating to Salt Lake City Fire Department Ambulance Transition process

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## **KEY ELEMENTS**

- A. In 2003, the State Legislature adopted a bill that developed the RFP process that is currently in place. It was developed over three years by a consensus among all licensed EMS providers in the State, in order to give local jurisdictions more control over their ambulance service. This is the RFP process that Salt Lake City used in 2005.
1. Under the current system, a provider must first obtain a contract with a City (through an RFP process), and is then issued a license by the Bureau of Emergency Medical Services (BEMS). Previously the license was separate.
  2. This, in effect, gives the City more power over enforcing the agreed-upon contract, because the license is intrinsically tied to the contract.
  3. Questions have been raised about the interpretation of the term 'governing body' included in the legislation. The Salt Lake City Attorney has interpreted that this issue is administrative. As such, the Council has not been involved in the RFP or selection process.
- B. The most recent Gold Cross contract expired in October 2004. Before expiration, Gold Cross proposed a substitute contract (see Exhibit 1 in the transmittal with concerning items underlined) that would:
1. Decrease paramedic reimbursement by 60% (\$500,000 per year);
  2. Take over patient care in 50% of the medical calls by stipulating that the entity first on the scene would remain in control of the scene;
  3. Maintain the current structure of communications. SLCFD had indicated a desire to combine communications (dispatch, contact) for efficiency. Gold Cross maintains their own dispatch center, and was proposing to continue to do so.
- C. Because this proposed contract did not suit the SLCFD's needs, the decision was made to issue an RFP in an attempt to obtain a more favorable contract that would result in a better service to the City and more efficient coordination with the SLCFD.
- D. The Fire Department along with the Purchasing Division and the Attorney's Office, then drafted an RFP to comply with the recently created state law. The Bureau of Emergency Management Services then reviewed the RFP, made suggestions which were incorporated and then officially approved the RFP.
1. Subsequently to the City advertising the RFP in January 2005, the State Legislature made small amendments to the EMS Act to include additional requirements in the RFP process. These requirements were retroactive, so the City complied, and extended the RFP's deadline to allow all parties to adjust to the amendments.

2. The City then hosted a pre-submission conference for all interested parties in order to answer questions and clarify concerns.
  3. No formal protests were filed during the RFP process.
- E. The City received two proposals, one from Gold Cross Ambulance and one from Southwest Ambulance. The committee reviewing the proposals included the Fire Department's medical director, other fire department personnel, and three outside experts. Names of the committee members are included on page 3 the Administration's transmittal.
1. The committee conducted a five month review process that included site visits, interviews, questions, and three rounds of voting.
  2. Pages 5 and 6 of the Administration's transmittal compare in chart form, elements of the EMS system, and if each of these elements are provided by the (1)current system, (2)Gold Cross' 2004 proposed contract, (3)the RFP, and (4) Southwest Ambulance's final contract. Please note that the information on the Gold Cross RFP response is not available for comparison due to a pending appeal of an open records request. Gold Cross has indicated that their proposal contains proprietary information. This is the reason the 2004 proposal from Gold Cross is being used for background information. Of the 14 elements listed, Southwest satisfying all elements listed, and are providing 10 that are not provided by the current system, nor would have been provided by Gold Cross' 2004 proposed contract, including (an enhancement of service). :
    - i. Full integration between the Fire Department and Southwest;
    - ii. Guaranteed/dedicated ambulances to Salt Lake City (14);
    - iii. Integrated communications (use the SLCFD's dispatch system); (recommended by the Fire Department Audit)
    - iv. Singular medical director for Fire Department and Southwest; (recommended by the Fire Department Audit)
    - v. AVL and GPS system will be implemented by Southwest in order to select the closest unit to the scene and instantly relay information to the dispatch center (computerized electronic vehicle tracking systems);
    - vi. Coordinated training for EMTs and paramedics;
    - vii. Cost savings of \$53 per transport because the service level is basic (intermediate service only provided by SLCFD at no charge to victim);
    - viii. Same shift schedule as Fire department (ensuring continuity);
    - ix. Agreed to submit medical reports from the scene;
    - x. Agreed to pay all applicable fines and penalties
  3. Southwest received the top rank in each of the three rounds of voting.
- F. A final contract with Southwest ambulance was signed on December 15, 2005. The BEMS has issued a license to Southwest to be the ambulance provider for Salt Lake City beginning April 3, 2006.
- G. Southwest has communicated that they are committed to hiring a majority of its EMTs and management personnel from the Salt Lake City area. To date, they have received over 200 applications for employment in Salt Lake City.
- H. Page 4 of the Administration's transmittal includes a timeline of events leading up to the Salt Lake City Fire Department's ambulance provider transition.
- I. Page 7 of the Administration's transmittal includes a timeline for implementation of Southwest Ambulance service in Salt Lake City.

- J. Attached to the transmittal is a copy of the lawsuit filed by Gold Cross against the City in Third District Court.

**POTENTIAL QUESTIONS FOR THE ADMINISTRATION**

- A. The Council may wish to ask the Administration if any time implementation schedules have changed, given the current status of Gold Cross' litigation against the City.
- B. The Council may wish to ask the Administration if any costs of SLCFD and Southwest "integration" (training, medical direction, dispatch, etc) will have to be born by the City – equipment, personnel, etc.
- C. The Council may wish to ask the Administration to further explain the decision to request that the ambulance RFP responders provide a basic, rather than more advanced, level of service.
- D. Should the Council wish to discuss specifics of the pending litigation, an executive session time slot will be available.

Salt Lake City Fire Department  
Ambulance Transition Presentation

To the

Salt Lake City Council

February 14, 2006

### Background

In 2003, the Utah Legislature amended the Emergency Medical Services act to allow local jurisdictions (cities, counties, special service districts) to issue request for proposals (RFPs) for 911 ambulance and paramedic services. Until 2003, all licenses for ambulance and paramedic services were issued by the Utah Department of Health's Bureau of Emergency Medical Services (BEMS) through a convenience and necessity process. The reason the legislature changed the law to include the RFP process was to give local jurisdictions the ability to have much more influence in the selection and oversight of their ambulance and paramedic providers. The creation of the RFP process was developed by consensus among all of the licensed EMS providers in the state over a three year time period.

Under the previous convenience and necessity process, the license issued by the BEMS was independent of any contracts that an ambulance company had with a city. If an ambulance service lost its contract with a city, the ambulance service would continue to be the sole licensed service, and cities had no way of enforcing their contract. In fact, the ambulance service was not required to even have a contract with a city in order to have a state license.

When the RFP process was created, the license became linked to the contract. In order for an ambulance service to receive a license from the BEMS, it first has to secure a contract with a city after successfully competing in an RFP process. Therefore, the city has the ability to write an RFP that met its needs, is able to conduct the selection process according to state law and city procurement procedures, negotiate a contract, and administer and enforce the contract. Once the contract has been signed, the BEMS grants the license to the ambulance provider. If, at any time, the contracted ambulance service lost its contract because of breach or negligence, the BEMS would also revoke the license, thus giving the local jurisdiction total authority to administer the contract and oversee its emergency medical services program.

Gold Cross Ambulance has been the ambulance provider for Salt Lake City for many years. The most recent contract between the city and Gold Cross expired in October 2004. Before its expiration, Gold Cross submitted a proposed contract that included increasing response times (taking longer to get to the scene), decreasing the paramedic reimbursement by approximately 60% (about \$500,000 per year), taking over patient care in more than 50% of the medical calls, circumventing the 911 system in emergency calls, and failing to fix the serious communications problems. (A copy of the proposed contract is attached and marked as Exhibit 1. These five areas of concern are underlined and noted in the attached proposed contract). After careful review and consideration, including previous contract negotiations with Gold Cross, it was obvious to the fire department that the most prudent and appropriate process for fixing the deficiencies in the EMS system, including the lack of a high-performance contract, was to issue an RFP.

### RFP Preparation and Release

In the spring of 2004, the fire department, with assistance from the Purchasing Division and the Attorney's Office, began drafting an RFP. The fire department relied heavily upon the guidelines, rules, and advice of the BEMS while creating the RFP. In the fall of 2004, the fire department submitted the RFP to the BEMS for approval. The BEMS made several recommendations to the city pertaining to the RFP and its language and the city complied. The BEMS then approved to the RFP to be released. The fire department also met with city council executive staff and two city council members.

In January 2005, the city published the RFP according to the rules set by the BEMS and in accordance with city procurement rules. During the time that the RFP was released, the state legislature amended the EMS Act to include additional requirements in the RFP process. These

amendments were retroactive to include Salt Lake City's already published, approved, and issued RFP. In the spirit of cooperation and consensus, the city agreed to the retroactive clause in the amendment and supported the change. The city then amended its RFP to include the new requirements, had it re-approved by the BEMS, and extended the reply time requirement for the ambulance companies responding to the RFP. In a measure to assure openness, fairness, and clarification, the city hosted a pre-submission conference for interested parties, answered all questions submitted by potential respondents, and clarified all concerns and questions prior to the closing date of the RFP. It is important to note that the city never received any formal complaints or protests for any potential respondent during the entire RFP process, including announcement, response period, selection period, or contract negotiation period.

#### Selection Process

The city received two proposals, one from Gold Cross Ambulance and one from Southwest Ambulance. A selection committee was formed. The committee consisted of fire department personnel, the department's medical director, and other experts, including four outside and independent experts. The selection committee consisted of the following people:

Scott Freitag, Chair (SLCFD)

Larry Littleford, Deputy Chief (SLCFD)

Raleigh Bunch, Battalion Chief over the Medical Division (SLCFD)

Steve Hoffman, Paramedic/Firefighter and Local 1645 representative (SLCFD)

Steven Joyce, MD, Medical Director (SLCFD)

Ken Cowley, CIO, Salt Lake City Corporation

Jake Nielson, Retired Fire Chief, West Jordan

Jeff Maxfield, Director of the Utah Fire and Rescue Academy, UVSC

Richard Metcalf, Fire Chief, East Hartford Connecticut Fire Department

The selection committee conducted a thorough five month review process. The review included site visits to each company, interviews with mayors, fire chiefs, and medical directors where each company provides service, interviews and presentations with each company, follow up questions, and three rounds of voting. In each round of voting, Southwest was the topped ranked offeror, and was selected unanimously as the top ranked offeror in the final ranking process.

Once the final selection was made, contract negotiations began with Southwest Ambulance. A final contract was signed on December 15, 2005. The BEMS has issued a provisional license to Southwest to be the 911 ambulance provider for Salt Lake City beginning April 3, 2006.

Under this new integrated agreement, Southwest Ambulance will be dispatched by the fire department's 911 center, they will use the same radio communication system as the fire department, a GPS system will be implemented to track each ambulance, EMTs from the fire department and Southwest ambulance will work the same 24 hour schedules, train together, and follow the same medical operations plan. Southwest Ambulance will dedicate 14 ambulances to Salt Lake City specifically for 911 responses. Ambulances will be positioned throughout the city to guarantee quick response times. The ambulances will be painted the same color as fire engines, have logos identifying them as "Serving Salt Lake City" and be equipped and staffed according to Salt Lake City's needs. Southwest Ambulance will hire the majority of its EMTs and management personnel from the Salt Lake City area. Southwest has received over 200 applications for employment in Salt Lake City.

### Timeline of Events

1995	Salt Lake City Fire began a study to look at ambulance services
1995	Salt Lake City Fire proposed taking over ambulance transport
1995	Salt Lake City Council hires ECIC, an EMS consulting firm, to review the EMS system in Salt Lake City, including whether the fire department should take over ambulance transport.
1996	ECIC determines that the current system of contracting with a private ambulance company is the best system and the city should continue with its two-tiered response system.
1996	The fire department begins negotiating with Gold Cross to improve the EMS system in the city, following the advice of ECIC. Of outmost importance is the correction of communication problems between the two communication centers.
1996	In a memo sent to Gold Cross employees from Mike Moffitt, Director of Field Operations, he states, "Please remember, Gold Cross communications are our first priority."
2001	Serious radio and communication problems arise between the fire department and Gold Cross. Salt Lake City converts radio system to 800 mghz in preparation for the Olympics.
March 9, 2001	Gold Cross applies to the BEMS for an upgrade of its ambulance license from basic-IV to intermediate. In its application, Gold Cross states, "When licensed at the intermediate level Gold Cross Ambulance does not anticipate any changes to the current operational interface with other EMS agencies that we work with in the Salt Lake Valley. We are not seeking a change in dispatch protocols within the Salt Lake area nor an additional level in the tiered response plan that we are currently using with the other BLS first responders and paramedic providers that we work with in Salt Lake County. We anticipate the dispatching of paramedic rescue units with our ambulances to remain the same as in the past." (Letter attached as Exhibit 2)
March 21, 2001	Salt Lake City Fire protests Gold Cross's application to "upgrade" to an intermediate level. (see letters attached, marked Exhibit 3 and Exhibit 4). Salt Lake City Fire also protests to the BEMS, but a loophole in the administrative rules allows the BEMS to issue an intermediate level license without a hearing.
2002	In order to improve communications, Salt Lake City installs a dedicated data wire-line to Gold Cross's computer aided dispatch system. The fire department requests Gold Cross install a similar link from their CAD to the 911 center.
2002-2004	In multiple dispatch steering committee meetings, Salt Lake City requests Gold Cross install the CAD link from its dispatch center to the fire department's dispatch center. The link never occurs.
Jan. 2004	Gold Cross delivers a proposed contract to Salt Lake City. In the contract, Gold Cross proposes (among other things): <ol style="list-style-type: none"> <li>1. An increase in response times for both emergency and non-emergency calls</li> <li>2. 60% reduction in paramedic on-board reimbursements to the city</li> <li>3. Patient control by their EMTs on 50% of all EMS calls</li> <li>4. A circumventing of the 911 system by not including emergency calls received by Gold Cross through their private, seven digit line</li> <li>5. No correction of the problems related to dispatch, data, and communications</li> </ol>
Jan. 2005	Salt Lake City issues an RFP for ambulance transport
Dec. 2005	Salt Lake City signs a contract for ambulance services with Southwest Ambulance

Comparison of Elements of the EMS System

Elements	Current System	Gold Cross Proposed January 2004	RFP Requirements	Final Contract with Southwest
Full Integration between the fire department and the ambulance provider	No	No	Yes	Yes
Dedicated Ambulances to Salt Lake City	No	No	Yes Minimum and peak levels of ambulances	Yes Minimum number of ambulances 6 peak ambulances 9, total in system is 14
Integrated Communications	No	No	Yes	Yes Southwest has contracted with the fire department for full and complete dispatch services
Service Level	First response and paramedic service provided by fire department, ambulance provided by private ambulance	First response and paramedic service provided by fire department, ambulance provided by private ambulance, but charged at the intermediate rate	First response and paramedic service provided by fire department, ambulance provided by private ambulance at basic rate	First response and paramedic service provided by fire department, ambulance provided by private ambulance at basic rate
Medical Direction	Two separate medical directors	Two separate medical directors	Coordinated medical direction	One medical director for both agencies
GPS and AVL	No	No	No	Yes Within the dispatch services agreement, the city and Southwest will implement a AVL and GPS system for selecting the closest unit



Elements	Current System	Gold Cross Proposed January 2004	RFP Requirements	Final Contract with Southwest
Paramedic Fee Reimbursement	Yes, 100%	Yes, 40%	Yes, 100%	Yes, 100%
Training Coordination	No	No	Complete	Yes, the fire department will provide continuing education for all EMTs and Paramedics, including Southwest employees
Cost to the public	Intermediate rate for basic service	Intermediate rate for basic service	Basic rate for basic service	Basic rate for basic service (saving an average of \$53.00 per transport)
Shift schedule (continuity of care issues)	Different	Different	Not required	Same 24 hours shifts as fire
Scene Control	Fire	Half fire, half Gold Cross	Fire	Fire
Reports	None	5 reports	More than two dozen reports, due monthly and submitted electronically	Agreed to submit all reports
Penalties and Fines	None	None	Penalties for response time non-compliance, late or missing reports, false reports, missing equipment	Southwest agreed to pay applicable fines and penalties
Contract length tied to license length and less than ten years per period	10 years	10 years	4 years, with the ability to renew for two additional 4 year periods (possible total of 12 years)	Agreed

### Timeline of Implementation

December 15, 2005	Contract signed with Southwest Ambulance
January 2006	BEMS issues provisional license to Southwest
January 2006	Southwest and Salt Lake City Fire begin meeting to plan transition
January 2006	Southwest begins acquiring buildings for headquarters and stations
January 2006	Southwest begins announcing employment opportunities
January 2006	Southwest begins employee orientation meetings
January 2006	Southwest orders 10 brand new ambulances and orders 4 current ambulances refurbished and painted for back up use in Salt Lake City
January 2006	Southwest orders all of its radios and equipment and supplies
February 2006	Southwest begins interviews for new employees
February 2006	Southwest continues to work with the fire department on implantation
March 2006	All employees hired and trained
March 2006	Ambulances and equipment arrive in Salt Lake City
March 2006	Training and operational testing begins
April 3, 2006	Southwest commences operations

AGREEMENT

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2004, by and between SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, ("City"), and GOLD CROSS SERVICES, INC., dba GOLD CROSS AMBULANCE, a Utah corporation ("Gold Cross").

WITNESSETH:

WHEREAS, Gold Cross is licensed to provide Ground Ambulance EMT Intermediate 9-1-1 and non-9-1-1 services, including Ground Ambulance Paramedic Inter-facility transports within the corporate limits of the City; and

WHEREAS, City is the sole licensed provider of Paramedic Rescue services; and

WHEREAS, Gold Cross has previously satisfactorily provided 9-1-1 ambulance service for the benefit of the City and its inhabitants pursuant to an agreement with the City since 1972; and

WHEREAS, City is willing to contract with Gold Cross for 9-1-1 ambulance services as a sole source upon the terms hereafter stated; and

WHEREAS, the Salt Lake City Fire Department shall be the supervising and administrative agency for the City's Emergency Medical Services program, including the emergency dispatch of all equipment, according to medical dispatch protocols.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby mutually agree as follows:

1. Contract Date. This Agreement shall begin as of midnight on \_\_\_\_\_, 2004 and shall continue until midnight of \_\_\_\_\_, 2014.

2. Services to be Provided. Gold Cross shall provide 9-1-1 ambulance services at no less than EMT Intermediate levels seven days a week, twenty-four hours a day, so as to meet the public convenience and necessity emergency medical transport needs of the inhabitants of the corporate limits of the City. Gold Cross shall maintain service levels that serve the public timely, at fair cost, and with reasonable access to the service.

Intermediate  
rather than  
Basic, as  
required.  
This causes  
an unnecessary  
cost to  
the patient.

3. Equipment. Gold Cross shall maintain ambulances of standard make and manufacture, modern, clean and neat in appearance, and fully equipped in accordance with State of Utah requirements. Such ambulances shall conform to all federal and state requirements, including but not by way of limitation, those requirements contained in chapter 8a, title 26 of the Utah Code Annotated, 1953 as amended and any future rules and regulations enacted or promulgated. Gold Cross shall maintain sufficient ambulances to adequately service the EMS needs of the inhabitants of the City. Further, Gold Cross shall support such ambulances with such equipment as appropriate to facilitate the performance of the terms of this Agreement.

4. Communications System. All ambulances shall be equipped with such communications equipment that is capable of instant two-way transmission and receiving communications between the ambulance and the City's dispatch center. The system shall be licensed by the Federal Communications

Commission and any other agency empowered. Gold Cross may use such municipal and fire radio channels as necessary for Gold Cross to be in communication with the City's Dispatch office and Fire Department personnel. Gold Cross shall follow City radio procedures. The Parties shall cooperate in maintaining the telephone system so that the City's dispatch is connected through a restricted station extension system to the dispatch office of Gold Cross. The City shall instruct its agents to send requests for service electronically over a dedicated data line to Gold Cross so as to improve the accuracy of data transferred and shorten the call transfer time interval.

One-way  
Communications  
from FD  
to GX

5. Personnel. Gold Cross shall furnish personnel that are properly trained and certified by the Utah Department of Health or any other agency empowered to license such personnel to transport sick and injured persons in an emergency medical response situation, as well as personnel to operate and maintain the equipment and to provide such other support as are needed to perform this Agreement

6. Service Delivery Points. Gold Cross shall deliver ambulance services from such places and points, as it deems appropriate to meet the response time requirements of this Agreement. The City shall permit Gold Cross to post its ambulances on City property to the extent that such posting does not interfere with the operations of the property's occupant and to the extent that such posting does not violate any existing zoning regulation.

No dedicated  
ambulances

7. Dispatch. The City shall refer to Gold Cross all 9-1-1 medical calls from any source through the City's dispatch system or electronically over a dedicated

data line. The City shall notify Gold Cross of all EMS responses, including those where there is no City vehicle dispatched.

8. Emergency Responses. The Medical Priority Dispatch System Protocol shall govern all responses of emergency equipment. Gold Cross ambulances shall be dispatched with protocols developed by the parties. The City shall provide Gold Cross with timely notice of all street closures via facsimile at (801) 975-4190. It is intended that Gold Cross shall meet minimum compliance goals 90% of the time during each month. Conditions not under the control of Gold Cross that interfere with Gold Cross' ability to meet minimum compliance goals shall include adverse weather conditions, adverse road conditions, unusual EMS demand during a certain period, the intrusive actions of third parties, and the like.

9. Performance Standards. Gold Cross shall provide such ambulance and personnel as necessary to meet the EMS 9-1-1 transport needs of the inhabitants of the City. Adequate service shall include responding to the location dispatched within ten (10) minutes for life threatening situations or respond to the dispatched location within fourteen (14) minutes for non-life threatening situations on 90% of all calls responded to in accordance with the National Fire Protection Association ("NFPA") Standard 1710. The NFPA 1710 standard measures the response time from the time that the dispatch is received by Gold Cross to the time that the response vehicle arrives at the location dispatched. The time includes the dispatch time, the turnout time, and the travel time to the incident scene. This response time standard shall be

→ Increase  
Response  
Times

Problem occurs  
because there  
is no  
minimum #  
of allocated  
ambulances

waived on calls where multiple ambulance vehicles are required on the same incident, except for the first responding ambulance. In the case of a single incident where a large number of ambulance vehicles are required, response times to other incidents may be extended. During periods of severe weather, natural disasters, acts of terrorism, or other man-made disasters, response time will correspondingly be extended and not used to compute the percentage of compliance with the above standard. Compliance with the standard shall be calculated in accordance with the following example: If the total number of calls was 1000, and the number of calls not responded to within the 10 or 14 minute compliance times was 50 and of those 50 calls there were 40 calls that met the exception criteria and 10 calls that did not, then the percentage that did not meet the compliance criteria would be calculated by dividing 10 calls by 1000 calls. In this example, 1% of the calls did not meet the compliance requirements but that 1% was well within the allowance of 10%. Failure to meet the monthly requirements stated above for a period of three consecutive months, or a total of four months during any twelve-month period that commences with the effective date or anniversary date of this Agreement, may constitute a breach of the Agreement.

10. Incident Command System. The uniform Incident Command System ("ICS") shall control management of activities at the incident scene as between the parties and as among all third party EMS providers and emergency service providers.

11. On-Scene Medical Control. The following procedures shall be followed by the parties:
- A. Upon arrival at the scene of an incident where patient care is already in progress by the City agency, Gold Cross shall:
- 1.) Contact the officer or paramedic in charge for an information report on patient care that has already been provided without interrupting any ongoing patient care.
  - 2.) Request assignment to assist in any addition care.
  - 3.) Avoid duplicating any patient assessment or treatment.
  - 4.) Work under the direction of the officer or paramedic in command of the incident scene until the transfer of the patient to Gold Cross control has been completed.
- B. Upon arrival at the scene of an incident where patient care is already in progress by Gold Cross, the City paramedic response personnel shall assume command of the incident scene. Command of the incident scene shall be in accordance with the Incident Command System ("ICS").
- 1.) Contact the ambulance EMT or paramedic in charge for an information report on the condition of the patient, and any treatment that has been provided without interrupting patient care.
  - 2.) The person with the highest level of licensure shall assume care and treatment. If the highest level of licensure for Gold



Cross and the City are equal, then the first of the highest level

of licensed persons to commence administration to the

patient shall continue care and treatment.

3.) Request assignment to assist in any additional care for the patient.

4.) Remain in charge of the incident scene.

5.) Avoid duplicating any patient assessment or treatment.

On non-PMA transports, at the time that the patient is placed in a Gold Cross ambulance, Gold Cross shall assume total responsibility for patient care; on transports where City paramedics are on board to provide medically necessary advance life support ("ALS") care during transport, the City paramedic shall be responsible for directing the ALS care of the patient, even if Gold Cross has its own paramedic aboard. As required by Salt Lake EMS District Protocol No. 1, Gold Cross shall not delay the initiation of treatment or transportation of a patient in anticipation of a response from the City. All parties shall cooperate and assist in patient care at the incident scene.

12. Restocking. Gold Cross shall restock the supplies of the City on a one for one basis with the brand carried by Gold Cross, for most disposable items used during patient care at the incident scene, not including medications. In the event it is in the best interest of patient care not to restock at the incident scene, City shall within 24-hours of the incident furnish to the Gold Cross a list of items to be replaced accompanied by the date(s) of service, time(s), location, name(s), and incident number(s) of the patient(s) for which the items

were used. Upon receipt of the list Gold Cross will resupply the City by delivery to one central delivery point or by other arrangement agreed to by the Parties.

13. Charges. Gold Cross shall make such specific charges for services that it renders and that any City personnel renders in accordance with R426. Gold Cross shall be responsible for billing and collecting all services for which it is authorized by the UDOH. In no event shall the City be liable for any service provided a patient, except those patients that the City would otherwise be liable to pay for. If a patient is covered by workers' compensation or some other insurance policy, Gold Cross shall bill the appropriate insurance carrier, even if the City furnishes the insurance coverage.
14. CMS Rules and PMA Fees. The Center for Medicare and Medicaid Services ("CMS"), formerly HCFA, has adopted rules that include fee schedules, rules and regulations that regulate the provision of and reimbursement of certain medical transportation charges. Congress has mandated the establishment of a "national" ambulance fee schedule ("NFS") for ambulance services paid under Medicare. The fee schedule was to be applied on and after January 1, 2000. Pub. L. No. 105-33, §4531(b)(2) &(3), to be codified at 42U.S.C. §1395 m (1). The NFS is being phased in over a five-year period. Medicare pays for ambulance service in both emergency and non-emergency situations when medically necessary, and if the ambulance and crew meet regulatory requirements. Medicare will pay a base rate and will pay for mileage. The fee schedule is based on a blend of a percentage of the old payment system

with a percentage of the payment based on the NFS. The phase-in years, percentage of the old payment system and the percentage of the fee schedule are described in the Federal Register and the Code of Federal Regulations. It is intended that the parties share in the Medicare payment in proportion to the percentage of the Medicare allowed charges of the UDOH allowed charges multiplied by the maximum allowable PMA fee. Due to the Medicare reimbursement fee schedule as currently described, fees can no longer be paid to Gold Cross, and thus Gold Cross can likewise no longer pay such fees.

60% reduction of PMA reimbursements  
15. PMA FEES.

16. No Intent to Waive Defenses. By this agreement, the City does not waive any defenses, rights or limitations available under the Utah Governmental Immunity Act, 63-30-1, et seq., Utah Code Ann. Neither City nor Gold Cross waives any of their rights or limitations available under Utah law.

17. Private Transports. The terms of this Agreement do not apply to or affect or control private calls directly to Gold Cross.

circumvent 911 system  
18. Licenses. Gold Cross shall maintain such licenses to the extent that state law does not preempt such licensing requirements, as it is required to maintain by law, including business licenses that are required by City ordinance.

19. Coordination Meetings. The Parties shall establish a time, place and date for monthly meetings of management level personnel to identify, discuss, and solve any issues concerning the delivery of EMS to the inhabitants of the City by the Parties. If no issues have been identified prior to the meeting date and the Parties agree that there is no purpose to be served, then the meeting may

be continued to the next scheduled date. The parties shall cooperate completely and fully with each other and their related agencies that provide emergency services and health care. Any questions, concerns, or complaints from third parties that are provided to the City shall be presented at the Coordination Meeting for discussion and appropriate disposition. Any party about whom a question, concern, or complaint has been raised shall be responsible for resolving the matter within a period determined by the Coordination group. If that party does not successfully resolve the matter within a reasonable period, the other party may forward the matter to the Utah Department of Health or other appropriate agency for disposition. If the matter does not come within the jurisdiction of the Department or another agency, or if the agency does not have the ability to provide the relief that is sought to resolve the matter, the party may present the matter to such other institution as does have jurisdiction and the ability to render relief.

20. Standbys. In the event that the City requests Gold Cross to respond to an emergency incident that requires "standby" for an extended period for a fire and law enforcement where there may be potential injuries, there will be no fee charged for the time the ambulance is standing by. Only when Gold Cross becomes actively involved in patient care/transport shall any fees and charges be made.

21. Insurance. Gold Cross shall carry workers' compensation insurance on all employees engaged in performing this Agreement and provide evidence of such coverage within 30 days after each anniversary of this Agreement. It

Change  
FD for  
routine on scene  
medical checks?

will also provide comprehensive general liability insurance, with the City named as an additional insured, in the minimum amounts of \$500,000 for property damage, and Medical Malpractice of \$1,000,000. In addition, Gold Cross shall maintain a policy to cover handling, loading and unloading of patients during all phases of transportation. No reduction or cancellation shall occur without giving the City 30-days written notice. Gold Cross shall provide certificates of insurance to the City. In the event that governmental immunity limits are altered by legislation or judicial opinion, the City may request that Gold Cross modify its insurance coverage accordingly in an amount that is acceptable to the City.

22. Reports. Gold Cross shall provide to the City by the 20<sup>th</sup> of the month a written report concerning: (1) the total number of calls responded to, including the dates, times and description of each incident; (2) the number of calls canceled before a response was completed; (3) the total number of calls and percentage that did not comply to the response time requirement; (4) the number of consecutive months during the calendar year where Gold Cross has not met the compliance requirements of this Agreement; and (5) the total number of months during the calendar year where Gold Cross has not met the compliance requirements of this Agreement.
23. Indemnification. Each party agrees to indemnify, release, hold harmless, and defend the other party, their officers, representatives, agents and employees from all claims, damages, expenses, liabilities and judgments, for injury to persons, loss of life or damage to property occurring because of its negligent

acts or omissions of the other or those of its officers, agents or employees arising out of the activities occurring pursuant to this Agreement.

24. Records. The books and records that the Parties create and maintain pursuant to this Agreement are the property of the Party that creates and maintains such records. The parties shall keep and maintain such records as are required by this Agreement and by law and shall comply with all confidentiality agreements and regulations as are in force. The parties shall have access to such books and records of the other at reasonable times and at the inspecting party's expense to the extent that any record pertain to activities arising under this Agreement. In no event shall this provision be construed as entitling a third party to have access to any record of either Party as the result of a Party creating or maintaining a record, except to the extent that the third party has independent bases for such access. In the event that a third party requests or demands a right to access a record in the possession of a Party that was created or maintained by the other Party, whether by judicial or administrative process or not, the possessing Party shall immediately notify the other party of such request or demand and shall not provide such record without obtaining the explicit written instructions from the other Party. In the event that a Party is compelled by judicial or administrative process to supply the record, the Party who created or maintained the record may subrogate itself in place of the Party possessing the record and take whatever action appropriate with regard to such record.

25. Medicare Audits and Adjustments. Records of Gold Cross are audited periodically by Medicare, and other third-party payers. These audits often occur many years after the fact. Gold Cross shall give the City notice of any audit that is being conducted by any agency as soon as Gold Cross becomes aware that such an audit results in adjustments to the payment obligations owed by the Parties. Therefore, the parties agree that if, as a result of an audit by Medicare, or any other third-party payer it is determined that advanced life support services were not required by a patient or patients using the criteria of these payers and payment for advanced life support services are denied retroactively, Gold Cross shall notify the City of denial. If an audit requires that a repayment be made, for advanced life support services, each party will be responsible for paying their share of the amount owing. Repayment shall be in cash within the time frame required by the audit. City shall assist Gold Cross in appealing such audits. The terms contained in this section of the Agreement shall survive the termination of this Agreement.
26. Independent Contractor Status. It is understood that Gold Cross is an independent contractor and that its officers and employees are not employees, officers or agents of the City nor entitled to any employee benefits as City employees as a result of the execution of this Agreement.
27. Breach of Agreement. In the event that either party believes that the other party has breached this Agreement, the non-breaching party shall following the procedures prescribed in paragraph numbered 19 herein.

28. Dispute Resolution. All disputes shall be first presented in accordance with paragraph 19 herein. In the event that the matter cannot be resolved to the satisfaction of the parties by the methods described in paragraph 19, the dissatisfied party may pursue the appropriate remedy as provided by law.
29. Termination. This Agreement may be terminated by: (1) the agreement of the parties; (2) by a material breach of significant terms of this Agreement that is not resolved within the allotted period; (3) the expiration of this Agreement; and (4) loss of governmental authority to perform the terms of this Agreement. A breach of this Agreement shall be deemed a material breach if the failure to cure such breach unreasonably exposes the inhabitants of the City to the loss of public convenience and necessity.
30. Entire Agreement. This Agreement contains the entire Agreement between the parties, and no statements, promises or inducements made by either party or agents for either party that are not contained in this written contract shall be binding or valid; and this Agreement may not be enlarged, modified, or altered, except in writing signed by the parties.
31. Use of Terms. The meaning of words not defined by this Agreement shall be as defined by the Utah Emergency Medical Services Act of 1999, as amended, title 26, chapter 8a of the Utah Code and as defined by regulation at R426.
32. Governing Laws. The Laws of Utah shall govern this Agreement.
33. Applicability Outside City. This Agreement does not purport to control Gold Cross' business outside the jurisdiction of the City.



34. Successors Bound. The Parties each intend to bind their successors, executors, administrators, and assigns to the terms and conditions of this Agreement. Neither Party shall assign, sublet or transfer its interest in this Agreement without the consent of the other.

35. Enforcement. In the event that either party shall be compelled to obtain the services of an attorney to enforce the terms hereof, the successful party shall be entitled to recover attorney's fees and costs.

IN WITNESS WHEREOF the Parties have executed this Agreement this \_\_\_\_ day of January 2004.

Salt Lake City Corporation

Gold Cross Services, Inc.

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

Its:

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

Its:



GOLD CROSS AMBULANCE

Exhibit 2

1717 SOUTH REDWOOD ROAD  
SALT LAKE CITY, UTAH 84104-5110  
PHONE: (801) 979-0500

March 9, 2001

Jan M. Buttrey, Director  
Bureau of Emergency Medical Services  
Utah Department of Health  
P.O. Box 142004  
Salt Lake City, Utah 84114-2004

Gold Cross Services, Inc. d.b.a. Gold Cross Ambulance a Utah corporation whose principals consist of R. Gene Moffitt and Jared D. Miles, propose to upgrade the level of service currently provided from Basic-IV level to EMT-Intermediate ambulance services. Gold Cross Ambulance currently provides ambulance services within the geographic boundaries of Salt Lake County which has a population base of 890,000 people including Salt Lake City, West Valley City, South Salt Lake City, Murray, Holiday, Taylorsville Bennion, West Jordan City, Draper, Riverton, Bluffdale, and any other cities or towns that may be incorporated in the future.

Gold Cross currently holds ambulance licenses to provide service at the basic-IV level and the paramedic inter-facility transport level. When licensed at the EMT-Intermediate ambulance level Gold Cross Ambulance will be able to provide a higher level of care to the patients that we treat and transport.

Gold Cross Ambulance currently employs sixty five full and part time paramedics and one hundred and fifty two emergency medical technicians, seventy one are EMT Intermediate, in the Salt Lake area. Fourteen more paramedic students are currently enrolled in local paramedic training courses.

Gold Cross Ambulance will utilize our current fleet of fifty five ambulances to provide EMT-Intermediate ambulance services. Please refer to attachment for detailed list of all ambulances.

Gold Cross Ambulance utilizes thirty one station and staging locations throughout our service area to provide rapid response to all requests for service.

The stations are located at 754 West 1700 South, 947 South 200 West, 6660 South 400 West, 4649 West 3500 South, 5600 West 3500 South.

The staging locations are located at 1953 West California Avenue, 140 North 900 West, 800 South 900 East, 2100 South 500 East, 1638 South 900 East, 200 South 400 East, 1067 East 3300 South, 3400 South Main St., 3200 East 3300 South, 4700 South 900 East, 3900 South 2300 East,

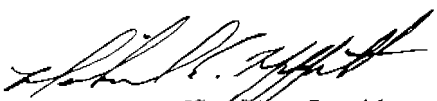
South, 3400 South Main St., 3200 East 3300 South, 4700 South 900 East, 3900 South 2300 East, 4500 South 400 West, 6200 South Highland Dr., 5600 South 900 East, 5959 South State St., 705 East 7200 South, 3300 South 1100 West, 2100 South Redwood Rd., 7200 West 3500 South, 3600 South 2700 West, 4700 South 3200 West, 6200 South 3600 West, 7200 South Wasatch, each staging location also has from four to ten additional locations that are utilized depending on time of day and the day of the week.

Gold Cross Ambulance maintains a supply and equipment warehouse staffed twenty four hours a day and stocked with ample medical supplies and equipment to restock and supply each ambulance on a constant basis. Gold Cross provides its' own restock and supply we do not restock from hospitals or other agencies.

Gold Cross Ambulance has a full time Quality Assurance Coordinator on staff. Our medical director supervises and directs the quality assurance program and provides in field observation of performance as well as monthly continuing medical education for our EMT's and paramedics.

Gold Cross Ambulance utilizes full time personnel to manage and supervise field operations. EMT's and paramedics report directly to a field operations supervisor, this supervisor is on duty 24 hours a day and monitors the activity levels during his shift to provide for uninterrupted provision of ambulance service. The field operations supervisor also responds to all major incidents and is a vital part of the medical scene command structure as the transport sector commander. The field operations supervisor reports directly to the assistant operations director. The assistant operations director reports to the vice president of operations who reports directly to the president/CEO of the company.

When licensed at the intermediate level Gold Cross Ambulance does not anticipate any changes to the current operational interface with other EMS agencies that we work with in the Salt Lake Valley. We are not seeking a change in dispatch protocols within the Salt Lake area nor an additional level in the tiered response plan that we are currently using with the other BLS first responders and paramedic providers that we work with in Salt Lake County. We anticipate the dispatching of paramedic rescue units with our ambulances to remain the same as in the past.

  
Michael S. Moffitt, Vice President, Operations  
Gold Cross Services, Inc.

Exh: 6-43

March 27, 2001

Gene Moffitt  
Gold Cross Ambulance, Inc.  
1717 South Redwood Road  
Salt Lake City, Utah 84104

Dear Gene:

On behalf of the fire department, I want to express my appreciation to you for hosting us last week to discuss issues related to the provision of EMS in Salt Lake City.

In reference to the meeting held March 13, 2001 held at your offices, I am responding in writing to you with the fire department's concerns regarding Gold Cross Ambulance's application for a change to Intermediate Ambulance from Basic Ambulance. I have had the opportunity to meet with my executive staff, members of the Medical Division, and Dr. Steven Joyce, Salt Lake City's Medical Director, and we have developed the following concerns. I have enclosed a copy of Dr. Joyce's concerns.

1. The Intermediate level certification for EMTs is intended to be used in the rural setting, where EMS providers do not have the resources to hire or train EMTs to be paramedics. Salt Lake City has invested a tremendous amount of resources to train and certify many paramedics. Salt Lake City residents benefit from the highest paramedic to resident ratio than any other city in Utah. We find it the additional cost of having intermediate EMTs in addition to the paramedics in Salt Lake City is not cost effective.
2. There are no medical studies that prove intermediate trained EMTs have a positive impact on the outcome of patients. We do not agree with the notion that more training is better. We strongly believe that the more an EMT or paramedic can practice their skills, the better their skills will be. It is our belief that by introducing a level lower than paramedic, patients may receive a lower level of care than is currently provided by the fire department. By having twice or three times the number of EMTs who can provide some level of advanced life support, skill levels will decrease because the frequency of doing those skills by individuals will decrease.
3. Salt Lake City, as well as all of the other urban EMS systems along the Wasatch Front, utilizes the two-tiered EMS system of basic life support (BLS) first response and transport and advanced life support (ALS) paramedics. Nowhere is the intermediate used as part of the response type.

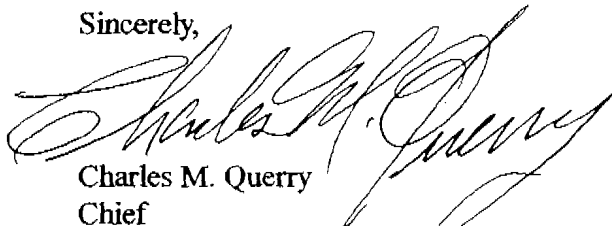
March 27, 2001

By introducing a third tier (intermediates), many fractures in the current system will occur. Dispatch protocols, scene and patient control policies, EMS council protocols, and field personnel training will need to be modified if you change your licensure level to intermediate.

4. We all operate under a "system" approach in the delivery of emergency medical services. We agree to discuss issues at the local and county level. In discussions with our colleagues, there has been no EMS agency in favor of introducing intermediates into the current EMS system. It has been discouraging to know that your planning and training has been done without the involvement of the other EMS agencies in this valley.

For the reasons listed above, Salt Lake City formally requests that you not proceed with the change in level of your current ambulance license. Salt Lake City Fire is the basic life support and advanced life support EMS provider for Salt Lake City. Gold Cross Ambulance has been contracted with to provide basic life support ambulance transportation. Any change in this relationship or system design could have detrimental impacts on the overall quality of the EMS system in Salt Lake City. We look forward to working closely with you and your agency in the future and hope we can open our lines of communication even further so as to develop changes or enhancements to the EMS system proactively and cooperatively.

Sincerely,



Charles M. Querry

Chief

Salt Lake City Fire Department

cc: Rocky Fluhart  
Jan Buttrey, Director BEMS

Enc. 1

CHARLES M. QUERRY  
FIRE CHIEF

**SALT LAKE CITY CORPORATION**  
FIRE DEPARTMENT

ROSS C. "ROCKY" ANDERSON  
MAYOR

Exhibit 4

March 21, 2001

Chief Charles M. Querry  
Salt Lake City Fire Department  
315 East 200 South, 7<sup>th</sup> Floor  
Salt Lake City, UT 84111

Dear Chief Querry:

Gold Cross Ambulance recently announced its intention to "upgrade" to Intermediate EMT Ambulance licensure in Salt Lake County. I have many concerns regarding this move.

First of all, it is unnecessary. EMS literature does not support the addition of intermediates into a functioning 2-tiered paramedic/EMT system, especially now that all basic EMTs are defibrillator-equipped. Intermediates have only been felt to improve patient care in rural environments in which paramedics are absent or have prolonged response times. Analysis of our cardiac arrest experience in Salt Lake City has shown excellent response times for both ALS and BLS. Intermediate EMTs offer no techniques or treatments not currently available in our system. Patients requiring advanced life support during transport are cared for by paramedics trained to a higher level of care than intermediates. The public has not demanded I-EMTs, and if polled, would undoubtedly prefer paramedics. Again, I-EMTs are not necessary in our system.

Secondly, there is no convenience to the public. If a patient needs advanced life support, paramedics will provide that care regardless of the presence of I-EMTs. In fact, I can only imagine that ambulance charges to the public will increase as the result of unnecessary I-EMT service being provided on basic life support transports (see the IV example below).

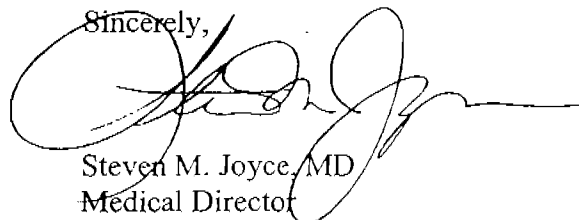
Third, the initial clinical training and subsequent competition for experience by I-EMTs will dilute the experience of paramedics countywide. The county has long endorsed paramedic practice, and our paramedics must maintain their skills through good clinical training and field experience. In fact, the skills of our paramedics are already being diluted by the common practice of Gold Cross IV-certified EMTs starting

"convenience" IVs on BLS transports. These patients should have IVs started by paramedics who can administer fluids or medications if needed, or not have IVs at all if no subsequent use is anticipated. The public is paying for IVs they don't need, started by providers who couldn't use them if they were needed.

Finally, Gold Cross claims that "any additional training is good". This is totally unsupportable. Training to an intermediate level in an already well-functioning 2-tiered ALS system will create intermediates in search of work that doesn't exist. They will be frustrated that their skills can't be utilized, or will come into conflict with the existing system in trying to use skills that are intended to be used by paramedics. This has the potential to create conflicts at the scene of EMS care, especially in view of recent rule changes, which give "higher trained" intermediates control over basic EMTs, even when they are contracted to act only as a transport agency to the licensed BLS first responder.

In conclusion, although I can sympathize with Gold Cross' desire to maximize income by providing intermediate service, I believe such a move would be detrimental to the public and all the current providers in our well-functioning EMS system in Salt Lake County. Please don't hesitate to call on me if I can be of further help in opposing this licensure change.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven M. Joyce", written over a horizontal line.

Steven M. Joyce, MD  
Medical Director  
Salt Lake City Fire Department



Salt Lake City Corporation

Request for Proposal, RFP No.  $\mu$

## 911 BLS AMBULANCE SERVICE

SALT LAKE CITY FIRE DEPARTMENT

Specification No. FI-100 Contract No 12-1-04-0575, Rev. January 3, 2005/ds

Approval RFP  
1-4-2005 - BEMS  
for Jan M. Buttry, District

### ***INFORMATION & REQUIREMENTS***

I. **OBJECTIVE.** Salt Lake City Corporation (the "City"), is soliciting competitive sealed proposals from qualified contractors to provide fully integrated 911 basic life support ambulance transport services for the City ("911 BLS Ambulance Service"). The Salt Lake City Fire Department ("SLCFD"), a division of the City, provides licensed rescue paramedic and designated quick response services for the City and a qualified offeror should submit a proposal that fully integrates its emergency medical services ("EMS") model with that of the SLCFD.

### II. **BACKGROUND.**

#### A. **General background**

Formed in 1851, the SLCFD has grown into a metropolitan fire department with responsibility for fire suppression, emergency medical care, special operations, hazardous materials, 911 dispatch, fire investigation, fire prevention, and public education to the 181,000 residents and 100,000+ visitors each day within the boundaries of Salt Lake City's 111 square miles. EMS responsibilities of the SLCFD include first response EMS and paramedic advanced life support ("ALS") response. In addition to general residential and commercial structures, Salt Lake City includes multiple high-rise buildings, oil refineries, an international airport, a major chemical processing facility, the state capitol and other government buildings, a major university, five hospitals, heavy and light rail, interstate freeways, multiple family dwellings, and urban wildfire interface. Aging residential structures, a considerable indigent population, and increasing vehicle congestion, add to the challenges of providing the service.

The SLCFD operates fourteen (14) strategically located fire stations, utilizing (13) thirteen fire engines, three (3) fire trucks, one (1) hazmat unit, one (1) heavy rescue unit, seven (7) aircraft rescue units, one (1) airport paramedic unit, and other support vehicles. Daily, the SLCFD has two (2) battalion chiefs and the typical operational staffing of 95 firefighters. This allows for a minimum of four (4) firefighters on each engine and truck, which is consistent with staffing levels recommended by the National Fire Protection Association ("NFPA"). By using cross-trained/multi-role firefighters, the SLCFD's EMS/paramedic staffing utilizes the same personnel and apparatus as fire suppression staffing. Some of the fire engines are staffed with firefighter/EMTs, and others are staffed with firefighter/paramedics. In order to send the right equipment and right personnel to a scene, the SLCFD uses a sophisticated dispatch system for prioritizing calls known as the Medical Priority Dispatch System (MPDS).



The SLCFD is the State of Utah licensed provider of paramedic rescue services and the designated quick response unit within Salt Lake City, but does not provide ambulance transport services. Ground ambulance transport services for both emergency 911 service and non-911 service are currently provided by Gold Cross Services, Inc. ("Gold Cross").

The SLCFD's Emergency Medical Dispatchers ("EMDs") use thirty-three medical code types signifying various types of injury or illness and a five-stage level of seriousness to code situations applied with established protocols to determine and dispatch the appropriate equipment and personnel.

Every response to an EMS request for service proceeds in stages from the receipt of the request through the delivery of the patient to appropriate care and return of the responding unit(s) to available status. Times must be captured in each of these stages for two separate purposes: 1) to ensure that the system performs for the patient's benefit and 2) to evaluate the process and diagnose the causes of poor response time performance so corrections can be made. Response type, time, and mode (lights and sirens or non lights and sirens) standards for Salt Lake City are described in Attachment 3, Minimum Response Time Requirements. These response criteria are applied under normal circumstances and apply to the first and second subsequent calls for service. In the event of multiple simultaneous calls or calls that require more than two (2) ambulances or paramedic units, these response parameters should be followed as closely as possible.

The SLCFD believes that a complete EMS system provides instruction and training to community members; works with other community health care providers to develop injury and illness prevention programs; receives and reacts to emergency 911 communications; and provides emergency first response, ambulance transport, paramedic advanced life support, specialized rescue, and delivery to a hospital. Support for these components should include quality improvement and assurance programs, training, continuing education, and certification. EMS system components that further the foregoing include, but are not limited to:

- 911 communication and dispatching services
- Quick Response Units
- Paramedic Advanced Life Support providers
- Ambulance transport providers
- Specialized Rescue including hazardous materials
- Vehicles and equipment, including fuel and other operating expenses (Leasing or purchasing)
- Durable medical supplies and soft medical supplies (bandages, dressings, medications, etc.)
- Personnel (hiring; training; salaries and benefits; uniforms; etc.)
- Appropriate certification of personnel and resources
- Continuing education and training
- Medical Direction Off-line and On-line
- Quality improvement program
- Planning

- Billing
- Overhead and administration
- Stations and Buildings (utilities, maintenance, new buildings, etc.)
- 911 Emergency Medical Dispatchers certified through the National Academies of Emergency Dispatch ("NAED")
- 911 callers interrogated using the Medical Priority Dispatch System Protocols (MPDS)
- Dispatch center accredited with the NAED
- Effective mutual aid agreements with other cities or agencies

#### Funding of the EMS System in Salt Lake City

The EMS system in Salt Lake City is funded primarily from General Fund tax dollars and user fees. The General Fund tax dollars provide for the SLCFD's infrastructure; administrative overhead, state of readiness; and direct and indirect costs including first response, advanced life support, rescue, incident command, and dispatch services. User fees primarily cover the cost of providing ambulance transport and a portion of the SLCFD's paramedic services.

According to State of Utah Administrative Rule R-426-16-2, only licensed ambulance transport services may bill patients, insurance companies, and government providers (Medicaid, Medicare) for EMS services. Licensed Paramedic Rescue agencies, such as the SLCFD, may contract with the transport provider for the reimbursement for paramedic services when a paramedic rides on board with the patient to a hospital. There are no exclusions in the current Rule to prohibit the ambulance provider and the EMS agency to contract for the recovery of other costs associated with EMS services, such as dispatch, first response, special rescue, etc.

The direct costs for SLCFD for providing EMS for FY04 was \$3,495,951. Currently, Salt Lake City Fire has three sources of revenue to recover costs for the provision of emergency medical services: (1) General Fund taxes; (2) Paramedic on-board (ALS) fees; and (3) Grants. For FY 2004 (July 1, 2003 to June 30, 2004) those revenues were:

1. General Fund Taxes	\$ 2,800,476
2. Paramedic on-board (ALS) Fees	\$ 642,100
3. Grants	\$ 53,375
Total	\$ 3,495,951

The City and the SLCFD have determined that it is in the best interest of the City, its residents, businesses, and visitors, to fully evaluate the total EMS program for Salt Lake City to ensure that the best, most appropriate level of service can be maintained. As part of such process, the City desires to contract with an ambulance provider that will help the City recover its costs.

#### B. State EMS Rules and Regulations and Other Standards and Protocols

In the State of Utah, EMS is regulated by the Utah Department of Health ("UDOH"), Bureau of Emergency Medical Services ("BEMS"). This regulating authority comes from the Utah Legislature by way of statute in Utah Code Title 26 Chapter 8a – Utah Emergency Medical Services Act ("EMS Act"). This Act gives the BEMS and a committee known as

the EMS Committee, authority to write and enact administrative rules that cover the provision of EMS in the State. The UDOH, by way of the BEMS and the EMS Committee, has the following responsibilities as they pertain to EMS (this is not a complete list of duties):

- Establish certification and reciprocity requirements
- Establish designation requirements
- Promote the development of a statewide emergency medical services system
- Establish requirements for the coordination of emergency medical services and the medical supervision of emergency medical service providers
- Adopt rules in accordance with Title 63, Chapter 46a, Utah Administrative Rulemaking Act
- License ambulance and paramedic providers
- Permit ambulances and emergency response vehicles
- Establish maximum rates or fees for EMS services in the state of Utah

Fees charged by EMS and ambulance transport providers should conform with the Utah Department of Health EMS Maximum Ambulance Transportation Rates and Charges. The fees charged for items such as medical supplies, medications, and oxygen must be reasonable and at a fair market value. The City believes that fees charged in Salt Lake City should be commensurate with the services provided. For example, a patient that receives basic life support care should be charged at the approved Basic Life Support rate and not a higher rate based on the licensure level of the transport provider. To illustrate: a provider that is licensed at the intermediate or advanced level, but which only provides BLS care, should charge the lower of the rates to the patient. This practice will ensure that patients are billed for services received not licensure level of the provider.

When possible, the transport provider should establish and utilize a bundled charge method. Currently, Medicaid and Medicare require billings to be bundled, that is, basic rates, supplies, and medications are bundled together rather than separate line items. Mileage must be billed as a separate line item.

In 1999, the Utah State Legislature amended Utah Code Title 26 Chapter 8a and introduced new language that included the active participation of local governments in the development of local goals for EMS. Specifically, Utah Code 26-8a-408 (7) states, *The role of local governments in the licensing of ground ambulance and paramedic providers that serve areas also served by the local governments is important. The Legislature strongly encourages local governments to establish cost, quality and access goals for the ground ambulance and paramedic providers that serve their areas.* The amended EMS Act gave authority to local governments in the decision making process of the provision of EMS in their jurisdictions.

In 2003, the Utah State Legislature amended Utah Code Title 26 Chapter 8a 405.2 to include the ability of political subdivisions to contract for 911 ambulance services if a local government desired to do so. Specifically, Utah Code 26-8a-405.2 (1) (a) and (b) state the following under the heading of "Selection of provider -- Public bid -- Public convenience and necessity."

*(a) A political subdivision may contract with an applicant approved under Section 26-8a-404 to provide 911 ambulance or paramedic services for the geographic service area that is approved by the department in accordance with Subsection (2), if the political subdivision complies with the provisions of this section.*

*(b) The provisions of this section and Section 26-8a-405.1 do not require a political subdivision to issue a request for proposal for ambulance or paramedic services. If a political subdivision does not contract with an applicant in accordance with this section, the provisions of Sections 26-8a-406 through 26-8a-409 apply to the issuance of a license for ambulance or paramedic services in the geographic service area that is within the boundaries of the political subdivision.*

Utah Code 26-8a-405.2 (2) requires that the City submit its draft request for proposal to the UDOH prior to publication. The City complied with that requirement and on (date) the UDOH approved this RFP. The City intends to award an agreement consistent with this state-approved RFP.

Utah Code 26-8a-405.2 (4) states that in awarding a contract the political subdivision shall follow the "competitive sealed bidding" procedures of Utah Code 63-56-20. The City believes that Code requirement would only apply if the agreement included fees or charges that might vary. In this case, the City believes that all costs are fixed. The contractor will be expected to collect fees from its customers based on the state-approved rates. Also, the City will expect the contractor to collect and reimburse the City for its paramedic services based on the maximum state-approved rate. Consequently, there are no variable costs to negotiate and no need to follow a competitive sealed bid procedure. The City will rely on the RFP process to select and award an agreement.

Additional information on Utah laws, rules, and regulations, which are subject to periodic changes, can be found at [www.le.state.ut.us](http://www.le.state.ut.us).

Regionally, the SLCFD participates in the Interhospital Council and its protocol standards. These protocols are developed by EMS providers, doctors, hospitals, and air medical providers. Although individual agencies are not required to adopt and adhere to these protocols, agencies are strongly encouraged to participate in their development and follow them. The protocols are known as District IIB Protocols and can be found at [www.slcgov.com/fire](http://www.slcgov.com/fire).

Locally, the SLCFD's medical director ("Medical Director") oversees and approves policy and protocol for the SLCFD to follow. The Medical Director meets regularly with various department committees and staff to develop and refine these policies and protocols. The Medical Director has final say as to the day to day medical operations of the SLCFD. The Medical Director feels that the widely used two-tiered ALS/BLS Model for EMS, with BLS transport augmented by Paramedics aboard when needed, is the most cost-effective and efficacious EMS system model for Salt Lake City.

The SLCFD is a career fire department as defined by the NFPA and it attempts to follow the guidelines and standards set by the NFPA as closely as resources allow, including those

related to staffing levels. With respect to certification, minimum staffing requirements, and response times, the SLCFD follows NFPA guideline 1710. As it pertains to advanced life support calls, NFPA 1710 and NFPA 5.3.3.4.4 require at least four people, two EMTs and two paramedics, to respond. It is anticipated that the SLCFD will continue to provide the two paramedics in such situations.

**C. Goals of this RFP**

Through this RFP, the City and the SLCFD hope to contract with a qualified provider of ambulance services with the following:

- Meet or exceed the emergency 911 response times set forth in Attachment 3 (Response Time Minimum Requirements).
- Bill and collect fees authorized by the BEMS, including, when applicable, all additional amounts attributable to the SLCFD's paramedic on-board services and pay the amounts attributable to the SLCFD's paramedics to the SLCFD.
- The City is studying possible methods of increasing revenues to the City for the recovery of current and new costs. The SLCFD is also interested in providing certain services for the ambulance transport agency such as dispatch, training, and quality improvement. Addressing these concerns in proposals is encouraged.
- Integrate its operations as closely as possible with those of the SLCFD in order to provide joint and seamless communication and service in ways that improve efficiency and effectiveness while reducing costs. Consideration should be given to having dispatch, radio, CAD and other communication facilities; first response; incident command; patient transport; paramedic services; training; quality improvement programs; research; and community education totally integrated between the SLCFD and the selected contractor. Such integration might also include revenues and cost sharing mechanisms, funding mechanisms, common station housing facilities, supplies, related technology, geographic information systems ("GIS") with automated vehicle locator ("AVL"), grants, and emergency preparedness.

NOTE: Non-911 ambulance services, pursuant to Utah State Code §26-8a-405.2 (2) (c), shall continue to be provided by the current licensed provider, Gold Cross Services, Inc.

**III. HISTORIC SERVICE VOLUMES AND PATIENT MIX**

Ambulance transport statistics for Salt Lake City for calendar years 2000-2003 are set forth in the table below solely for use in evaluating and responding to this RFP.

<b>Year</b>	<b>2000</b>	<b>2001</b>	<b>2002</b>	<b>2003</b>
Total Medical Coded Runs	18540	19421	19401	18563
Cancelled Before Arrival (Code 5)	491	333	311	314
Cancelled After Arrival (Code 10)	1311	1165	1264	1226
Percent of Cancelled	10%	8%	8%	8%
DOA at Scene (Code 30)	272	263	249	288
EMT to Hospital (Code 35)	4713	5148	5135	4691
Percent Transported EMT	25%	27%	26%	25%
ALS to Hospital (Code 40)	4166	4169	3846	3821

Year	2000	2001	2002	2003
Percent Transported ALS	22%	21%	20%	21%
Percent Transported (EMT + ALS)	47%	48%	46%	46%
Air to Hospital (Code 45)	9	18	20	18
Transport Non-EMS (Code 65)	156	227	275	212
Refusal of Care (Code 50)	1935	2203	2074	1929
No Care Required (Code 55)	5673	5120	6000	5629
Denial of Care (Code 60)	7	20	26	26
Percent of No Care	41%	38%	42%	41%
Total	18733	18666	19200	18154

#### IV. **PERFORMANCE AGREEMENT**

Because human lives are at stake, the agreement that results from this Request For Proposal shall require the best, most appropriate level of performance and reliability. The following performance shall be taken into consideration when evaluating continuation or extension of the agreement.

- Ambulance response times must meet the response time minimum requirements described in Attachment 3.
- Every ambulance unit must at all times be equipped and staffed to operate at the levels described herein.
- The conduct of personnel must be professional and courteous at all times.
- Adherence to all requirements in the Agreement.

#### V. **INSURANCE REQUIREMENTS**

Offerors should review the required insurance coverage and notice of policy cancellation requirements that will be part of the resulting agreement(s). Such insurance information is provided under Paragraph 4 of the Sample Agreement. Proposed pricing must include associated insurance costs. The selected offeror will be required to provide insurance certificates meeting all requirements at the time of notification of conditional award.

#### VI. **PRE-PROPOSAL CONFERENCE.** Offerors are advised there shall be a Pre-proposal Conference held at \_\_\_\_\_ a.m. on \_\_\_\_\_, 200\_, in the Purchasing, Contracts & Property Management Division located in Room 235 of the City and County Building, 451 South State Street. All interested offerors should be in attendance. The purpose of this conference shall be to clarify any questions regarding these specifications. If necessary, following the conference, a written addendum shall be issued to all offerors. Questions not submitted prior to or at the conference may not receive a written response.

#### VII. **GEOGRAPHIC SERVICE AREA**

The map at Attachment 5 shows the corporate boundary of Salt Lake City and identifies the locations of the City's fire stations and local hospitals that have emergency rooms. Such map is provided for help in preparing proposals. It is the City's intent to contract with a qualified

provider to provide service for the entire area of Salt Lake City, with no orphaned area. The entire area of Salt Lake City is referred to herein as the "Geographic Service Area."

#### **VIII. PROPOSAL SUBMISSION**

- ☐ Sign and return the Proposal Response Cover Sheet (*ATTACHMENT 1*). The form must be signed by a company representative authorized to bind the offeror contractually.
- ☐ Submit all required information as outlined in the Proposal Content & Evaluation Criteria section of *ATTACHMENT 1*.
- ☐ Submit original proposal and --- (-) proposal copies in a sealed envelope or other sealed container.
- ☐ Mark envelope or container with RFP No. and submission deadline date.
- ☐ Submission Deadline: **3:00 pm, weekday, Month 00, 2004**
- ☐ Submit to: Salt Lake City Corporation  
Purchasing, Contracts & Property Mgmt Div.  
451 South State, Room 235  
Salt Lake City, UT 84111
- ☐ **Proposals received after the 3:00 pm deadline will be placed in the file unopened and will not be considered.**
- ☐ Proposals will be opened in a manner preventing external disclosure of proposal contents. Proposals will then be sent to the City-appointed selection committee for evaluation.

#### **IX. ADDITIONAL INFORMATION**

The City's designated contact person for questions or additional information concerning the services specified in this Request for Proposal, or for additional information concerning Request for Proposal procedures and regulations (i.e., submission deadline, forms required, etc.), or Americans with Disabilities Act (ADA) accommodations, is **Bryan Hemsley** in the Purchasing, Contracts & Property Management Division: telephone (801) 535-6347; TDD (801) 535-6021; FAX (801) 535-6190; e-mail ([bryan.hemsley@ci.slc.ut.us](mailto:bryan.hemsley@ci.slc.ut.us)).

# ATTACHMENT 1

## Proposal Response Cover Sheet

RFP No.  $\mu$

PROPOSAL FOR

911 BLS AMBULANCE SERVICE



TO: Salt Lake City Corporation  
Chief Procurement Officer  
Purchasing, Contracts & Property Management Division  
451 South State Street - Room 235  
Salt Lake City, Utah 84111

The undersigned, having carefully read and considered the Request for Proposal to provide **911 BLS Ambulance Service** for the City's Fire Department, does hereby offer to perform such services on behalf of the City, in the manner described and subject to the terms and conditions set forth in the attached proposal. Services will be performed at the rates set forth in said proposal.

### OFFEROR

Company Name: \_\_\_\_\_

Doing business as: ☐ an individual ☐ a partnership ☐ a corporation ☐ a limited liability company (mark appropriate box), duly organized under the laws of the State of \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature of authorized representative) (Please Print or Type Name)

### PRINCIPAL OFFICE ADDRESS:

Street Address \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone ( ) \_\_\_\_\_ FAX ( ) \_\_\_\_\_

E:mail Address \_\_\_\_\_

### TAXPAYER IDENTIFICATION NUMBER:

Employer I.D. No. \_\_\_\_\_ **OR** Social Security No. \_\_\_\_\_  
(Corporation or Partnership) (Individual)

**ALL PROPOSALS MUST INCLUDE THIS COVER SHEET AND THE PROPOSAL CONTENT & EVALUATION REQUIREMENTS LISTED ON THE NEXT PAGES**



# ***PROPOSAL CONTENT & EVALUATION CRITERIA***

## **911 BLS AMBULANCE SERVICE**

**Instructions:** When preparing proposals, reply to each of the following proposal content and evaluation criteria in the order listed. Please restate each numbered point listed below followed by your response in full, narrative sentences, and provide any requested materials:

### **I. QUALIFICATIONS**

- A. A statement of the firm's experience and qualifications to meet the requirements of the City as outlined herein. Include a general overview and history of your company, number of years in business, number of employees, corporate headquarters location, type of business, names of the firm's chief officers, and where you do business. Offerors may include an annual report or statement of finances, if available, but it shall not substitute for the written narrative requested for this item.
- B. Identify proposed staff members who would be involved in providing the services requested herein and submit statements or resumes detailing their qualifications. Your proposal should include information on levels of training received by each staff member and detailed descriptions of their involvement with projects of similar or identical scopes.
- C. All staff providing service under this agreement shall be required to be certified by the Utah Department of Health, Bureau of Emergency Medical Services; Utah State Code §26-8a-101 et seq. Upon award of the agreement, the City may require proof of such certification. Explain both the timeline and how you intend to have all personnel so certified if you are awarded this agreement.
- D. Detail your firm's experience in providing the services requested herein for similar customers of similar size, with dates of performance and/or completion, customer name, contact person, and telephone number(s). The City requests that you provide such references for at least three (3) other cities or other governmental subdivisions. By providing such references you agree that neither the City nor the clients referenced shall have any liability regarding the provision of such references or the City's use of such references in making selections under this request for proposal.
- E. Describe your organization's education, training, and development programs for staff members.
- F. Describe how you would propose integrating training and continuing education with the SLCFD.
- G. The City will expect the selected contractor to develop and maintain career opportunities for EMS personnel and make every effort to assist personnel in their

career development and professional progress as well as institute programs for employee advancement and retention. Explain how you propose to accomplish this.

- H. Is your company currently involved in arbitration and/or litigation for any reason? If so, please elaborate.
- I. In addition to the information and qualifications specified above, identify any special knowledge or skills provided by your firm that may be related to or helpful to the services requested herein.
- J. Describe how you will operate and bill patients as a BLS transport even if your license and/or personnel are qualified at a higher level.

## II. **PROPOSED APPROACH TO PROJECT**

Based on the background provided in this RFP, describe how your organization would assist the City in providing the best 911 BLS Ambulance Service, including at minimum the items described below.

- A. Describe in detail how your service responds to 911 emergency calls to ensure prompt response times and explain how you will meet the performance standards required in this Request For Proposal, including but not limited to the response times for ambulance set forth in Attachment 3. (Note: See requirement in Utah Code 26-8a-405.2)
- B. Describe your services' acceptable time of call, to time on scene, time allowed on scene and transport time as outlined by your protocols. Provide an example(s) of how you handle multiple vehicles being deployed at the same time.
- C. Describe how you document the times referenced in paragraph's A and B above (whether the crew keeps track of its own time and mileage or whether computerized dispatch with a 24/7 qualified staffed dispatch center is used.)
- D. The contractor will be expected to establish resource allocation models that most appropriately utilize EMS resources to their maximum efficiency and develop response plans that send the most appropriate resource in the most appropriate mode. Explain how you propose to do this for Salt Lake City and how it will ensure adequate EMS coverage will always be available. Indicate how all EMS standards will be met or exceeded during normal conditions 365 days per year and 24 hours per day.
- E. Describe your processes for keeping up with advanced technologies in tracking, deploying, and managing the ambulance fleet and delivering the services.
- F. The City will expect the selected contractor to actively develop and deliver illness and injury prevention programs to the community and to create and promote an on-going community education program that improves community health. Explain how you propose to do this and how your organization addresses its responsibilities to the public and practices good citizenship.

- G. The contractor will be expected to have in place or to develop and implement periodic customer satisfaction surveys that are intended to measure the satisfaction and effectiveness that the community and its users have with the EMS system, with the results of such surveys to be shared with the City. If you are using an existing survey, explain how you intend to develop or adapt it for use in Salt Lake City. If you conducted such a survey for another city or local government that is not proprietary, please furnish a sample.
- H. The contractor will be expected to adhere to and help develop District IIB and City protocols and policies, including those dealing with on-line medical control, and shall be expected to attend regularly scheduled District IIB protocol review meetings and Salt Lake Valley Interhospital Committee meetings and, when invited, the SLCFD Medical Division meetings. The selected contractor will be expected to contract with a Utah-certified medical director for oversight of its EMS operations in Salt Lake City. Explain how you propose to meet these expectations.
- I. The selected contractor is expected to provide expertise and support in the continual review and update of the prioritized medical dispatch protocols and the dispatch policies and procedures used by SLCFD's Dispatch Center. Explain your experience in providing this service and your proposed method for doing this in Salt Lake City.
- J. The contractor is expected to create and adhere to infectious control procedures that meet NFPA and OSHA requirements, as well as local, district, and state rules, laws, and reporting procedures. Provide your infectious disease control procedures or protocols; explain how you propose to address the foregoing; and describe how your planned decontamination facilities and equipment will be located so that emergency vehicles, ambulances, and EMS crews are back in service as soon as possible.
- K. The contractor shall adhere to SLCFD Incident Command Policy. Describe how you will adhere to the Incident Command Policy of the SLCFD.
- L. The contractor must ensure that its employees are trained and equipped to perform the services in a safe and effective manner and that each employee has all of the protective safety clothing, equipment, and devices to act in such a manner. Explain how you would train and equip your employees to provide the services.
- M. The City currently expects that the contractor will be required to provide a minimum of seven (7) fully-equipped and staffed ambulances within the Geographic Service Area. Describe how and when you will provide such ambulances and where they would be stationed within Salt Lake City. If you believe that a different minimum number of ambulances would adequately cover the City's needs, explain how you could guarantee the response times and other performance requirements of this agreement with a different number of ambulances.
- N. The contractor is expected to provide a facility or facilities for housing emergency response vehicles, ambulances, and EMS personnel. In addition to a facility or facilities located by the contractor and at the contractor's convenience, the contractor may also establish staging locations for ambulances and personnel. These facilities should provide protection to

vehicles, personnel, and equipment from the elements and should be secured, temperature controlled, clean, well lit, and appropriate for EMS response in Salt Lake City. Describe how and where vehicles, equipment, and personnel will be staged and/or housed. The City believes that it would be possible to co-locate facilities, through a lease arrangement, at the City's existing and future fire stations. Explain where and when you would locate your facilities to meet the needs of the City and whether you will consider co-locating and housing your equipment and personnel at the City's fire stations.

- O. Describe your policies regarding scheduled replacement and anticipated safe and useful life expectations of vehicles. Describe your fleet maintenance program. Do you keep vehicle maintenance logs, damage repair reports, and replacement schedules?
- P. Describe your proposed overall program for facilities and equipment maintenance and medical supply inventory and indicate how this comports with any applicable laws, regulations, and standards for licensed emergency response providers. In addition to your ambulance fleet, please address the following facility components: food storage and preparation areas; training rooms; exercise equipment; clean restrooms; break room; and decontamination equipment, including washing machine, sink, shower, and soap.
- Q. Indicate whether your organization partners with equipment and/or medical supply companies to keep costs down and improve performance.
- R. Describe your communication system management (i.e. computerized dispatch system, radio frequencies, 24/7 staffed dispatched, recorded, etc). Describe how information would be received from and transmitted to the City.
- S. The contractor will be required to have signed written mutual aid and automatic aid agreements with all surrounding EMS agencies, including West Valley City, South Salt Lake, the Unified Fire Authority, and the South Davis Metro Fire Agency. These agreements will outline the dispatch, response, and operational procedures that must be followed. The agreements must also outline the Incident Command procedures to be used by each agency. Explain how you intend to put these agreements in place and provide an estimated timeline for doing so.
- T. Provide a timeline of how long it would take to have your organization up and running pursuant to the terms of the Agreement if you are awarded the agreement.
- U. Document any national, state, or local ambulance or industry awards received by your organization or key personnel.
- V. In addition to the specific service proposals specified above, identify and/or recommend any additional or innovative services and products provided by your firm that may be related to or helpful to a comprehensive 911 BLS Ambulance Service program. If there is a better way for the City to package or define the services that it has requested herein in order to obtain better pricing and/or service by making it easier for the selected contractor, please explain what modifications would be necessary to achieve better pricing and/or service.

- W. Since the personnel of the SLCFD and the contractor will interact on a regular basis, explain how you will staff and rotate personnel to maintain continuity and coordination with SLCFD personnel.
- X. Describe your back-up communication system for situations when the primary two-way radio communication system fails.
- Y. The City will expect the selected contractor to develop and implement a complete and comprehensive quality improvement process that monitors and evaluates every aspect and level of the EMS system on an on-going basis, including: communications; concurrent field care review by the SLCFD's medical director during ride-alongs; post incident review; response time criteria; adherence to established treatment and transport protocols; appropriate scene release; and accuracy and completeness of patient care reports. Explain how you propose to do this.

#### IV. CURRENT RATES

Pursuant to Utah Code Annotated 26-8a-403 Administrative Rule R426-16, the Utah Department of Health sets the maximum allowable base ambulance rates. The rates are evaluated and new rates are approved every year with a July 1 effective date. For reference, the following is the current State-approved rate structure for the period of July 1, 2004 through June 30, 2005:

##### Maximum Base Rates

Basic Life Support - \$315.45 per call

Advanced Life Support - Intermediate - \$374.58 per call

Advanced Life Support - Paramedic Ambulance Transfer Service inter-facility transports, and paramedic ambulance transports that provide basic life support - \$473.18

Advanced Life Support - Paramedic ambulance transports that, under physician medical direction, provide basic or intermediate ambulance transports that have paramedics on board to continue advanced life support initiated by a paramedic rescue service - Basic ambulance service \$567.82 per transport, Intermediate ambulance service - \$626.97 per transport. Any ambulance service that interfaces with a paramedic rescue service must have an inter-local or equivalent agreement in place, dealing with reimbursing the paramedic agency for services provided up to the maximum of \$197.17 per transport.

##### Mileage Rate

Mileage Rate - \$13.82 per mile or fraction thereof. The mileage rate for Gold Cross Services Inc. is \$21.75 per mile or fraction thereof. The mileage rate for Daggett County Ambulance is \$15.82 per mile or fraction thereof. In all cases mileage shall be computed from the point of pickup to the point of delivery.

##### Surcharges

Emergency - A surcharge of \$31.30 per transport may be assessed for emergency responses.

Night - A surcharge of \$31.30 per transport may be assessed for ambulance service between the hours of 8:00 p.m. and 8:00 a.m.

Off-Road - Where the ambulance is required to travel for ten miles or more on unpaved roads, a surcharge of \$26.06 may be assessed.

#### Special Provisions

Waiting time - An ambulance shall provide 15 minutes of time at no charge at both point of pickup and point of delivery, and may charge \$17.39 per quarter hour or fraction thereof thereafter. On round trips, 30 minutes at no charge will be allowed from the time the ambulance reaches the point of delivery until starting the return trip. At the expiration of the 30 minutes, the ambulance service may charge \$17.39 per quarter hour or fraction thereof thereafter.

Non-transport rate - Where an ambulance is summoned to a medical emergency by a dispatch agency, but does not transport, a charge of \$260.84 may be assessed.

#### **Please furnish:**

- A. Complete and furnish a four-year financial pro forma indicating revenues and expenses for the 911 ambulance service proposed to meet the terms of the Sample Agreement included in this RFP. Proposed rates shall not exceed the maximum rates described above.
- B. Provide a statement that your rates are based on full cost accounting in accordance with generally accepted accounting principles. If the bidder/offeror is a non-governmental entity, the rates offered must be based on full cost accounting in accordance with generally accepted accounting principles. If the bidder/offeror is a governmental entity, the rates offered must also be in accordance with generally accepted government auditing standards and in compliance with the State of Utah Legal Compliance Audit Guide. (Note: This is required by Utah Code 26-8a-405.2)

#### **V. OTHER REQUIRED INFORMATION & MATERIALS**

- A. Exceptions. If you have any exceptions to this Request for Proposal and/or the attached Sample Agreement they must be included as specified in Paragraph IV of *Attachment 2, General Proposal Instructions & Information*.
- B. Interest in alternate fuel use and other environmental matters. The City has an interest in measures used by service and product providers to ensure minimal adverse impact on the environment. Please list measures such as alternative fuel vehicles, recycling measures, and energy reduction measures used by your firm.

- C. Electronic payment. The City is encouraging offerors to accept and make electronic payments using a process whereby vendors can receive payments and remittance advices electronically. Please provide information relating to: (1) offeror's ability to accept electronic payments and remittance advices; (2) offeror's policy, if any, regarding electronic payments and (3) offeror's discount, if any, for electronic payments.

**ORAL INTERVIEWS MAY BE CONDUCTED WITH ONE OR MORE PROSPECTIVE CONTRACTORS. THE DECISION OF THE CITY'S SELECTION COMMITTEE SHALL BE FINAL AND CONCLUSIVE.**

**PURSUANT TO REQUIREMENTS OF PARAGRAPH VI OF ATTACHMENT 2 BELOW, PLEASE DO NOT SUBMIT ANY GIFTS OR PROMOTIONAL ITEMS WITH YOUR PROPOSAL. CITY EMPLOYEES ARE NOT ALLOWED TO ACCEPT SUCH ITEMS REGARDLESS OF THEIR VALUE.**

# ATTACHMENT 2

## General Proposal Instructions & Information



Electronic version of this document including all attachments and exhibits are available for download in electronic format from the Salt Lake City Purchasing, Contracts and Property Management Division website: <http://www.slcpurchasing.com>

### I. AWARD BY WRITTEN AGREEMENT

The offeror selected to provide the services/products shall enter into a written agreement in substantially the form as shown in the attached SAMPLE AGREEMENT (ATTACHMENT 4).

- Signature on the Proposal Cover Sheet acknowledges that the offeror is willing to enter into the agreement if awarded the agreement. Offerors are advised to read thoroughly the Sample Agreement as the selected offeror will be required to comply with its requirements.
- If offeror has any exceptions to the Sample Agreement, the procedures stated under Paragraph IV, EXCEPTIONS, of this section must be followed.

### II. PREPARATION OF PROPOSALS

- A. Failure to Read. Failure to read the Request for Proposal and these instructions will be at the offeror's own risk.
- B. Cost of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the offeror. The City assumes no liability for any costs incurred by offerors throughout the entire selection process.

### III. PROPOSAL INFORMATION

- A. Discussions with Offerors. The City reserves the right to enter into discussions with the offeror(s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive discussions with the offeror whose proposal is deemed most advantageous, whichever is in the City's best interest, for the purpose of negotiation. In the event that exclusive negotiations are conducted and an agreement is not reached, the City reserves the right to enter into negotiations with the next highest ranked offeror without the need to repeat the formal solicitation process.
- B. Equal Opportunity. The City will seek to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review, and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.



- C. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the offeror.
- D. Rejection of Proposals.
- The City reserves the right to reject any or all proposals received. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.
  - No proposal shall be accepted from, or agreement awarded to, any person, firm or corporation that is in arrears to the City, upon debt or agreement or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the Purchasing, Contracts & Property Management Division. Offerors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.
- E. Failure to Submit a Proposal. Failure to submit a proposal (or to advise the City Purchasing, Contracts & Property Management Division that future Requests for Proposal are desired) may result in the removal of your firm from the prospective offerors list.

#### IV. EXCEPTIONS TO PROPOSAL & SAMPLE AGREEMENT

If offeror takes exception to any term or condition set forth in this proposal and/or the Sample Agreement and any of its Exhibits and Attachments, said exceptions must be clearly identified in the response to this RFP. **Exceptions or deviations to any of the terms and conditions must not be added to the proposal pages but must be submitted in a separate document accompanying offeror's proposal identified as "Exceptions."** Such exceptions shall be considered in the evaluation and the award processes. The City shall be the sole determiner of the acceptability of any exception.

Should the City omit anything from this Request for Proposal which is necessary for a clear understanding of the work, or should it appear that instructions are in conflict, then the offeror shall secure written instructions from the Purchasing, Contracts & Property Management Division at least forty-eight (48) hours prior to the time and date of the proposal opening shown above.

#### V. CONFIDENTIALITY

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the offeror that are submitted to the City, as part of the proposal or otherwise, shall become the property of the City when received by the City and may be considered public information under applicable law. The City is subject to the disclosure requirements of the Government Records Access and

Management Act, Title 63, Chapter 2, Utah Code Annotated. The City generally considers proposals and all accompanying material to be public and subject to disclosure. **Any material considered by the offeror to be proprietary must be accompanied by a written claim of confidentiality and a concise written statement of reasons supporting the claim. Blanket claims that the entire RFP is confidential will be denied.** The City cannot guarantee that any information will be held confidential. Under Section 63-2-304 of the Government Records Access and Management Act, if the offeror makes a claim of confidentiality, the City, upon receipt of a request for disclosure, will determine whether the material should be classified as public or protected, and will notify the offeror of such determination. The offeror is entitled under the Government Records Access and Management Act to appeal an adverse determination. The City is not obligated to notify the offeror of a request, and will not consider a claim of confidentiality, unless the offeror's claim of confidentiality is made in a timely basis and in accordance with the Government Records Access and Management Act.

**VI. REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES**

The offeror represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

# ATTACHMENT 3

## RESPONSE TIME MINIMUM REQUIREMENTS



**NOTICE TO OFFERORS:** Offerors will be expected to meet the minimum response times for ambulance set forth below, or shall be subject to liquidated damages as set forth in the Attachment 4 Sample Agreement. Such minimum response times shall be made a part of the final Agreement.

A	B	C	D
	Response Time 1 <sup>st</sup> Responders	Response Time Ambulance	Response Time Paramedics
<b>Omega Calls</b>	<7:59 Minutes 90%	When requested, <12:59 Minutes 90%	<7:59 Minutes 90%
Response Mode	No lights or sirens	As requested	Lights and sirens
<b>Alpha Calls</b>	<7:59 Minutes 90%	<12:59 Minutes 90%	<7:59 Minutes 90%
Response Mode	No lights or sirens	No lights or sirens	Lights and sirens
<b>Bravo Calls</b>	<7:59 Minutes 90%	<12:59 Minutes 90%	<7:59 Minutes 90%
Response Mode	No lights or sirens	No lights or sirens	Lights and sirens
<b>Charlie Calls</b>	<4:59 Minutes 90%	<7:59 Minutes 90%	<7:59 Minutes 90%
Response Mode	Lights and sirens	Lights and sirens	Lights and sirens
<b>Delta Calls</b>	<4:59 Minutes 90%	<7:59 Minutes 90%	<7:59 Minutes 90%
Response Mode	Lights and sirens	Lights and sirens	Lights and sirens
<b>Echo Calls</b>	<4:59 Minutes 90%	<7:59 Minutes 90%	<7:59 Minutes 90%
Response Mode	Lights and sirens	Lights and sirens	Lights and sirens

The definitions of Omega, Alpha, Bravo, Charlie, Delta, and Echo responses can be found on page 32, Section D, subsection 1 of the contract. These terms are widely used and recognized by users of the Medical Priority Dispatch System, which is the dispatch protocol system used by Salt Lake City Fire 911. Additional information can be found in a current copy of the protocols and in the EMD textbook *Principles of EMD*, Edition 2.

# **ATTACHMENT 4**

## **SAMPLE AGREEMENT**



The Sample Agreement will be subject to review and modification by the City  
Attorney's Office.

**CONTRACT NO. 12-1-04-0575**

Rev. January 3, 2005/ds

## **SAMPLE AGREEMENT**

### **911 BLS AMBULANCE SERVICE**

#### **FOR THE SALT LAKE CITY FIRE DEPARTMENT**

THIS AGREEMENT is made and entered into as of the date of last execution hereof by and between SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter the "City"), and Ø, a ■, (hereinafter the "Contractor").

#### **WITNESSETH:**

WHEREAS, the Salt Lake City Fire Department ("SLCFD"), a division of the City, provides licensed rescue paramedic and designated quick response services for the City but does not provide licensed ambulance transport services; and

WHEREAS, the City is willing to enter into an exclusive agreement with the Contractor to provide a fully integrated 911 basic life support ambulance transport service ("911 BLS Ambulance Service") system which meets or exceeds all legal requirements including but not limited to (1) City ordinances; (2) Bureau of Emergency Medical Services ("BEMS") Emergency Medical Services ("EMS") Act, rules, and regulations; and (3) other relevant Federal, State, and local laws, regulations, and rules; and

WHEREAS, Contractor is a highly qualified provider of 911 BLS Ambulance Services and has the capability to meet or exceed the City's specifications, standards and requirements set forth in this Agreement; and

WHEREAS, the City finds that such regulations and this Agreement are necessary for the purpose of promoting the health, safety and general welfare of the community by providing a 911 BLS Ambulance Service that can provide quality care, with reasonable, reliable response time standards;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, it is agreed by and between the parties hereto as follows:

1. TERM. The Contractor agrees to provide for the City certain 911 BLS Ambulance Service as described in Exhibit "A", attached hereto and incorporated by this reference, for a period of four (4) years commencing as of the date of execution of this Agreement. The City may extend this Agreement for two (2) additional four (4) year time periods under the same terms and conditions and in compliance with Utah Code 26-8a-413 or relevant Utah law. Notice of time extensions shall be in writing served upon the Contractor by regular mail at least thirty (30) calendar days prior to the expiration of the original term of this Agreement, or any renewal term, in order for such extension to be effective. Notwithstanding the expiration of the term of this Agreement, including any term extension(s), the parties agree that Contractor shall remain obligated to continue to remit PMA and any other required fees to the City in accordance with the provisions of Paragraph "O" of Section II of Exhibit "A" hereof. All financial commitments by the City shall be subject to the appropriation of funds by the City Council and the limitations on future budget commitments provided under applicable Utah law, including the Utah Constitution.

2. RENEWAL.

A. Term Extensions. The Contractor may request and the City may grant up to two, four (4) year term extensions to this Agreement. The Contractor must provide its written request for a term extension prior to expiration of the initial term, or any subsequent term extension that was properly accepted by the City. Requests for extensions shall include all documentation supporting such extension.

B. Evaluation Period. Twelve (12) months prior to expiration of the initial term, or any subsequent term extension thereof, the parties shall convene a joint committee to review agreement terms, performance, fees, and other factors to determine the desirability of continuing this Agreement and whether an amendment of any of its terms is desirable. Actual term extension and any amendment of terms shall be subject to mutual agreement of the parties.

C. Denial. For any term or term extension in which the Contractor fails to request a term extension or in which the City takes no action, then this Agreement shall, subject to the other terms hereof, terminate upon the expiration of its then current term.

D. Term Extension Evaluation. In determining whether the City will extend the term of this Agreement, the City shall evaluate the Contractor on the basis of the following requirements:

a. Performance Meeting Requirements. The City must make a specific finding that the Contractor's response time performance during the current contract period met or exceeded standards and that the Contractor met its other requirements under this Agreement.

b. Maximum Fees. Contractor's rate must not exceed those allowed by the Utah Department of Health ("UDOH").

c. Medical Performance. The City's Medical Director ("Medical Director") must find that Contractor has met all medical standards.

3. ADMINISTRATION. Unless specified otherwise in this Agreement, all services provided under this Agreement shall be coordinated under, and performed to the satisfaction of the City's Fire Chief or his designated representative, hereinafter referred to as "Contract Administrator".

4. CONTRACTOR WARRANTY.

Contractor represents and warrants to the City that each of the following statements is true and correct.

A. Existing Entities. Contractor has been registered and licensed as necessary in the State of Utah to enter into and perform its obligations under this Agreement and under each instrument described herein to which it is or will be a party.

B. Due Authorization. This Agreement has been duly authorized by all necessary actions, and has been duly executed by Contractor. Neither the execution of this Agreement nor compliance with its terms and provisions by Contractor (i) requires the approval and consent of any other party, except such as have been duly obtained; (ii) contravenes any existing law, judgment, governmental rule, regulation, or order applicable to or binding on Contractor; or (iii) contravenes the corporate charter or bylaws of Contractor or any other contract or instrument in existence on the date of this Agreement to which Contractor is a party.

C. Enforceability. This Agreement constitutes a legal, valid, and binding obligation of Contractor enforceable against Contractor in accordance with the terms of this Agreement.

D. No Claims or Litigation. There are no pending, or to the knowledge of Contractor, threatened actions or proceedings before any court or administrative agency to which Contractor is a party, questioning the validity of this Agreement or any document or action contemplated in this Agreement.

E. Financial Capability. Contractor is fully capable, financially and otherwise, to perform its obligations hereunder.

5. FEES & PAYMENT. For the ambulance services supplied by the Contractor hereunder, the Contractor shall bill and be paid by the person(s) receiving the ambulance service, not the City. The Contractor shall also bill, collect, and pay to the City the fees for paramedic services provided by the City when the City's paramedics ride in the ambulance in order to continue emergency medical service commenced at the initial pick-up site in accordance with applicable protocols and as further described in Exhibit "B" hereof. The maximum fees that may be charged by the Contractor for ambulance and paramedic services shall be as set by the UDOH, Bureau of Emergency Medical Services ("BEMS") from time to time for 911 Basic Life Support ("BLS") ambulance service and, when applicable, 911 BLS and paramedic service. For such consideration, the Contractor shall furnish all materials, supervision, labor, and equipment to complete the requirements of this Agreement. The services and fees for any services provided by the City for the Contractor shall be set forth in Exhibits "A" and "B" hereof.

6. The following insurance requirements apply to this Agreement:

A. GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES.

1. Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the City.

2. All policies of insurance shall be issued by insurance companies licensed to do business in the State of Utah and either:

(a) Currently rated A- or better by A.M. Best Company;

—OR—

(b) Listed in the United States Treasury Department's current *Listing of Approved Sureties (Department Circular 570)*, as amended.

3. The Contractor shall furnish certificates of insurance, acceptable to the City, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

4. In the event any work is subcontracted, the Contractor shall require its subcontractor, at no cost to the City, to secure and maintain all minimum insurance coverages required of the Contractor hereunder.

5. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the Contractor shall provide a new certificate of insurance within thirty (30) calendar days after being notified thereof in writing by the City, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the City.

6. All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing 30 days prior written notice to the City in a manner approved by the City Attorney.

B. REQUIRED INSURANCE POLICIES. The Contractor, at its own cost, shall secure and maintain during the term of this Agreement, including all renewal terms, the following minimum insurance coverage:

1. Worker's compensation and employer's liability insurance sufficient to cover all of the Contractor's employees pursuant to Utah law. This requirement includes those who are doing business as an individual and/or as a sole proprietor as well as corporations and partnerships. In the event any work is subcontracted, the Contractor shall require its subcontractor(s) similarly to provide worker's compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

2. Commercial general liability insurance with the City as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general aggregate and \$2,000,000 products completed operations aggregate. The policy shall protect the City, the Contractor, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the Contractor's operations under this Agreement, whether performed by the Contractor itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations. The policy shall be amended to waive any right to recovery or subrogation from the City for any and all losses.

3. Professional liability insurance in an amount of not less than \$5,000,000, with specific endorsements for ambulance and EMT services.

4. Commercial automobile liability insurance that provides coverage for owned, hired and non-owned automobiles and that has an endorsement adding coverage for ambulance services and activities, with the City listed as an additional insured, in the minimum amount of \$2,000,000 per occurrence with a \$5,000,000 general aggregate. The policy shall be amended to waive any right to recovery or subrogation from the City for any and all losses.

7. RULES & REGULATIONS. The Contractor shall obey all laws, ordinances, regulations, and rules of the federal, state (including but not limited to Utah State Code, §26-8a), county, and municipal governments that are applicable to its operations. Said laws include, but are not limited to, the Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety & Health Administration (OSHA) laws, Family Medical Leave Act (FMLA), and the Americans with Disabilities Act (ADA). Any violation of applicable law shall constitute a breach of this Agreement and the Contractor shall hold the City harmless from any and all liability arising out of, or in connection with, said violations including any attorney's fees and costs incurred by the City as a result of such violation.

8. FORCE MAJEURE. Any prevention, delay, or stoppage of performance of Contractor's obligations hereunder due to acts of God, government regulations, threat or acts of terrorism, disaster, strikes, or any other cause beyond the Contractor's control shall not be deemed to be a breach of this Agreement or a violation of or failure to perform hereof.

9. NONDISCRIMINATION. The Contractor, for itself, its successors and assigns, as part of the consideration herefore, covenants that no person, solely on the grounds of race, color, national origin, age, sex, religion, or non-job related disability, shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the furnishing of services hereunder, unless the characteristic is a bona fide occupational qualification.

10. INDEMNIFICATION. The Contractor agrees to indemnify, save harmless, and defend the City, its officers and employees, from and against all losses, claims, demands, actions, damages, costs, charges, and causes of action of every kind or character, including attorney's fees, arising out of the Contractor's intentionally wrongful, reckless, or negligent performance hereunder. If the City's tender of defense, based upon this indemnity provision, is rejected by the Contractor, and the Contractor is later found by a court of competent jurisdiction to have been required to indemnify the City, then in addition to any other remedies the City may have, the Contractor shall pay the City's



reasonable costs, expenses, and attorney's fees incurred in proving such indemnification, defending itself or enforcing this provision. Nothing herein shall be construed to require the Contractor to indemnify the indemnitee against the indemnitee's own negligence.

11. **REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES.** The Contractor represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

12. **REFERENCE TO GAMES.** The Contractor shall not publicize or refer to the 2002 Winter Olympic Games, the year 2002 or Salt Lake City in an Olympic context, or imply any connection between itself and the Olympic Games, in any advertising, marketing, and other materials.

13. **INDEPENDENT CONTRACTOR.** The Contractor is not an employee of the City for any purpose whatsoever. The Contractor is an independent contractor at all times during the performance of the services specified herein.

14. **NOTICES.** All notices shall be directed to the following addresses:

The City: Salt Lake City Corporation  
Fire Department  
Attention: Fire Chief  
315 East 200 South  
Salt Lake City, Utah 84111

The Contractor: Ø  
Attention:

—  
—

15. **ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other party.

16. **NO THIRD PARTY RIGHTS.** The Contractor's obligations are solely to the City and the City's obligations are solely to the Contractor. This Agreement shall confer no third party rights whatsoever.

17. **GENERAL TERMS OF THE AGREEMENT.**

A. This Agreement embodies the entire Agreement between the parties and shall not be altered except in writing signed by both an authorized representative of the Contractor and by the City's Mayor or Mayor's designee. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the City. The intent of the parties is that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

B. Any ambiguity in this Agreement shall be construed in favor of the City.

18. GOVERNING LAW. This Agreement shall be enforced in the State of Utah and governed by Utah law.

19. RIGHTS AND REMEDIES NOT WAIVED. The Contractor contracts and guarantees that the work herein specified shall be completed without further consideration than that provided for in this Agreement; and that the acceptance of work herein and the consideration therefore shall not be held to prevent maintenance of an action for failure to perform such work in accordance with this Agreement. In no event shall any action by the City constitute or be construed to be a waiver by the City of any breach or default and shall in no way impair or prejudice any right or remedy available to the City with respect to such breach or default.

A. It is further agreed that no right or remedy granted herein or reserved to the City is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without consent of the City.

B. Forbearance or indulgence by the City shall not constitute a waiver of any covenant or condition to be performed pursuant to this agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

SALT LAKE City CORPORATION

By \_\_\_\_\_

Title \_\_\_\_\_

ATTEST AND COUNTERSIGN:

\_\_\_\_\_  
Deputy City Recorder

\_\_\_\_\_  
Date

Senior City Attorney

 $\emptyset$ 

By \_\_\_\_\_

Title \_\_\_\_\_

STATE of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_, 200\_, by \_\_\_\_\_, the  
(Name of person signing Agreement)

\_\_\_\_\_ of Ø, a (state) (type of entity).  
(Title of person signing Agreement)

NOTARY PUBLIC, residing in \_\_\_\_\_ County

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

## EXHIBIT "A"

### SCOPE OF WORK

#### 911 BLS AMBULANCE SERVICE

##### I. GENERAL

- A. The Contractor, if doing business under an assumed name, i.e. an individual, association, partnership, corporation, or otherwise, shall be registered with the Utah State Division of Corporations and Commercial Code.

*NOTE: Forms and information on how to get registered may be obtained by calling (801) 530-4849 or by accessing [www.commerce.state.ut.us](http://www.commerce.state.ut.us).*

- B. The Contractor shall assume full responsibility for damage to City property caused by the Contractor's employees or equipment as determined by designated City personnel.
- C. The Contractor shall be solely responsible for the safety and conduct of the Contractor's employees and others relative to the Contractor's work, work procedures, material, equipment, transportation, signage, and related activities and equipment.
- D. The Contractor shall possess and keep in force all licenses and permits required to perform the services of this Agreement.
- E. Contractor's employees providing service under this Agreement shall be certified by the Utah Department of Health, Bureau of Emergency Medical Services; Utah State Code §26-8a-101 et seq. The City may ask for proof of such certification at anytime during the term of this Agreement.
- F. No guarantee of the actual service requirement is implied or expressed by this Agreement. Service requirements shall be determined by actual need.
- G. Prior to notice to proceed, the Contractor shall submit its company safety program to the SLCFD addressing specific work activities and associated hazards. The safety program shall be in compliance with Utah Occupational Safety and Health Administration ("UOSHA") regulations, Environmental Protection Agency ("EPA") regulations, National Fire Protection Association ("NFPA") regulations, Utah Department of Transportation ("UDOT") regulations, and any other federal, state, or local regulations. The safety program shall include requirements applicable to the scope of its work, the protection of its employees and the patient. The safety program shall include the operations of the Contractor's subcontractors, if any.

## II. RESPONSIBILITIES OF THE CONTRACTOR

*Note: This section may be revised upon award of agreement*

The responsibilities of the Contractor include, but shall not be limited to, the following:

- A. Contractor shall provide emergency 911 BLS Ambulance Service seven days a week, twenty-four hours a day as necessary to meet the emergency medical transport needs of the inhabitants within the entire geographic area of Salt Lake City, Utah, sometimes referred to herein as the "Geographic Service Area." No areas of Salt Lake City shall be excluded or orphaned from the Geographic Service Area which is to be covered by this Agreement.
- B. Communication System. All ambulances shall be equipped with instant two-way transmission and receiving communication equipment. The system shall be licensed by the Federal Communications Commission ("FCC") or any successor entity of the FCC. In order to achieve integration of their respective radio equipment, the parties agree that the City has obtained or shall obtain the necessary licenses for radio frequencies to be used jointly and cooperatively by the parties hereto for the purpose of dispatching and monitoring responses to 911 situations during the term of this Agreement. Ambulances dispatched on one of such frequencies shall remain on that frequency until the incident has been completed, except as necessary to contact Medical Control. Authority to utilize this frequency shall be contingent upon written approval from the FCC. The Contractor shall maintain and use the radio frequencies licensed by the City from the FCC from time to time.
- C. Dispatch. The Contractor shall furnish and manage ambulance dispatch and communication services or may contract with the City for such services. Such services shall include, but not be limited to, dispatch personnel, in-service training, quality improvement monitoring, and related support services. The Contractor shall operate or contract with an Accredited Center of Excellence through the National Academies of Emergency Dispatch ("NAED") within one year from the date of execution of this Agreement. Contractor shall cooperate and participate with the City in obtaining City Communications Center accreditation by the NAED.
  - 1. Location of Contractor's Dispatch Center. Contractor's ambulance dispatch personnel may be co-located in the City's Dispatch Services facility or other location chosen by Contractor. Contractor shall comply with existing and future City Communications Center Standard Operating Procedures or Center guidelines related to the conduct and appearance of personnel.
  - 2. Interface. Contractor's communications system, including radios, computer software, and other future communications system components, shall fully interface with the City's radio system, the Computer Aided Dispatch (CAD) system, the telephone system, the enhanced 911 system, or other future similar systems or upgraded systems. In the event of future system enhancements, Contractor shall maintain at Contractor's expense, full interface with such future system as the City, at City's sole discretion, may institute.

3. Computer Aided Dispatch (CAD) System. Contractor shall either have and use its own CAD system or may contract to use the City's CAD system to record dispatch information for all requests for service. Contractor shall fund any modifications, additions, or custom programming necessary for Contractor to use the CAD system to manage ambulance operations, either concurrently, or retrospectively. Contractor shall provide access to such CAD reporting functions in the offices of the Communication Center managers, License Officer, and Dispatch Quality Assurance officer. This shall include all computerized templates and user definable fields and other tools Contractor develops for use with the City CAD to produce response time compliance reports.
4. Automatic Vehicle Locations ("AVL") System. Contractor may provide and utilize an AVL system that is integrated with the City's CAD system. If the City implements an AVL system, the Contractor shall also implement an AVL system that shall be integrated with the City's system. Contractor shall provide all radio frequencies necessary to fully support the AVL infrastructure. Contractor shall allow City to utilize the AVL infrastructure to add vehicles to the system so that all medical units, including Contractor's ambulances, supervisor and support vehicles, as well as City vehicles can be observed and tracked from the City Communications Center. Contractor shall provide access to CAD reporting functions and the AVL system in the office of the City's Communication Center.
5. City Medical Priority Dispatch System ("MPDS") and Fire Priority Dispatch System ("FPDS"). Contractor shall use the MPDS and FPDS protocols authorized by the SLCFD Dispatch Steering Committee. Contractor understands that changes to these MPDS and FPDS dispatch protocols may be necessary and that the Contractor, the City Dispatch Steering Committee, and the Medical Director may discuss such changes, but that the Dispatch Steering Committee shall have the ultimate authority to determine dispatch protocols which include dispatch priorities. Contractor understands that City 911 call takers shall initially process and prioritize EMS calls that originate through 911.
6. Emergency Medical Dispatch Certification, Training, and Continuing Education. Contractor shall provide at Contractor's expense, in cooperation with the SLCFD, initial and ongoing Emergency Medical Dispatch Certification training and all continuing education necessary for certification and recertification of Contractor's dispatch personnel.
7. Dispatch Center Personnel. The Contractor's dispatch office shall be staffed only by persons holding certification issued by the NAED and State Emergency Medical Dispatch ("EMD") certification. Contractor shall staff the dispatch center with sufficient personnel, but with a minimum of two (2) persons, to ensure that emergency lines are answered on the first ring.
8. Automated Emergency Medical Dispatch. Contractor agrees to provide technology necessary to automate the EMD process. Contractor shall provide ProQA or other comparable software that facilitates call prioritization, dispatch and pre-arrival instructions as approved by the Dispatch Steering Committee. Contractor shall also provide EMD cards for use in instances of CAD failure. Contractor agrees to fund updates to the EMD system.
9. Emergency Medical Dispatch Quality Assurance.
  - a. Contractor agrees to provide a monthly report of compliance with dispatch protocols by Contractor's dispatch personnel. This report shall be due to the Medical Director and Contract Administrator in the format

specified by the Medical Director within thirty (30) calendar days following the month for which the report pertains.

- b. Contractor agrees to provide technology necessary to automate EMD quality assurance process. Contractor shall provide AQUA, the quality assurance computer software component for the ProQA program, or other comparable software that facilitates assessment of call takers' compliance with call taking standards, call prioritization, and pre-arrival instructions. The Contractor shall assign at least one person to participate in the joint Communications Center Quality Assurance/Improvement process. Contractor agrees to provide the necessary funding and training for the appropriate certification of Contractor's Communications Quality Assurance/Improvement personnel.

10. Contractor Ambulance Deployment. To achieve optimal deployment of ambulances, Contractor agrees to utilize computer software technology that will continuously monitor efficiency and compliance within the Salt Lake City ambulance system, both overall and within each Response District, and which allows for immediate Contractor adjustments in ambulance deployment. Contractor shall implement this software by the end of the first contract year and shall use it thereafter. Contractor shall provide reports to the Battalion Chief of the Medical Division and the Contract Administrator.

11. Standby Service. It is specifically agreed between the parties that should it be necessary for the Contractor to respond to an incident requiring a "standby" for any length of time (e.g.; a fire; a hazardous material spill or situation; or any other type of potential special rescue situation) there shall be no fee charged for the time the ambulance is standing by and only when the Contractor becomes actively involved in patient carriage shall any fees whatsoever be charged. A standby situation is when the Contractor is called out to an incident by the City's dispatcher where the primary purpose is for an ambulance to standby and be available in case a firefighter is injured.

D. Response Times Requirements.

1. Definitions. For purposes of this Agreement, the following definitions of type of calls for 911 BLS Ambulance Service shall apply:

- a. Life-Threatening Emergency and/or Medical Priority Dispatch System ("MPDS") code with Charlie, Delta, Echo response: Situation determined by the dispatcher, in accordance with the Medical Director approved telephone protocols, which would likely result in the loss or quality of life without immediate intervention.
- b. Non-life Threatening Emergency or MPDS code with Omega, Alpha or Bravo response: Situation determined by the dispatcher, in accordance with Medical Director approved telephone protocols, which requires immediate medical attention but would not likely result in the loss or quality of life without immediate intervention.

2. City-wide Maximum Allowable Response Times. The Contractor shall operate the ambulance service so as to achieve compliance both city-wide and in each district, for each priority defined below for Contractor (Ambulance), each month. First responder and paramedic response times are shown for informational purposes only.

	A	B	C	D
		Response Time 1 <sup>st</sup> Responders	Response Time Contractor (Ambulance)	Response Time Paramedics
1	<b>Omega Calls</b>	<7:59 Minutes 90%	When requested, <12:59 Minutes 90%	<7:59 Minutes 90%
	Response Mode	No lights or sirens	As requested	Lights and sirens
2	<b>Alpha Calls</b>	<7:59 Minutes 90%	<12:59 Minutes 90%	<7:59 Minutes 90%
	Response Mode	No lights or sirens	No lights or sirens	Lights and sirens
3	<b>Bravo Calls</b>	<7:59 Minutes 90%	<12:59 Minutes 90%	<7:59 Minutes 90%
	Response Mode	No lights or sirens	No lights or sirens	Lights and sirens
4	<b>Charlie Calls</b>	<4:59 Minutes 90%	<7:59 Minutes 90%	<7:59 Minutes 90%
	Response Mode	Lights and sirens	Lights and sirens	Lights and sirens
5	<b>Delta Calls</b>	<4:59 Minutes 90%	<7:59 Minutes 90%	<7:59 Minutes 90%
	Response Mode	Lights and sirens	Lights and sirens	Lights and sirens
6	<b>Echo Calls</b>	<4:59 Minutes 90%	<7:59 Minutes 90%	<7:59 Minutes 90%
	Response Mode	Lights and sirens	Lights and sirens	Lights and sirens

- a. Life Threatening Emergency or Charlie, Delta, Echo calls. On not less than ninety percent (90%) of all presumptively defined life-threatening emergency requests is determined by the dispatcher in accordance with Medical Director approved telephone protocols, and originating within the City, the Contractor shall produce an ambulance response time of seven minutes, fifty-nine seconds (479 seconds) or less.
- b. Non-life-Threatening Emergency or Omega, Alpha, Bravo calls. On not less than ninety percent (90%) of all presumptively defined non-life-threatening emergency requests, as determined by the dispatcher in accordance with Medical Director approved telephone protocols, and originating within the City, the Contractor shall produce an ambulance response time of twelve minutes, fifty-nine seconds (779 seconds) or less.

3. Response Time Calculations.

- a. For all ambulance response times described above, the response time calculation shall start at the time the ambulance is documented as assigned to a response in the City's CAD or time-stamped if using the manual system. The response time calculation shall stop by transmission from Contractor's ambulance or transmission from an authorized ground



mutual aid ambulance of the "ambulance arrived on scene" status signal to CAD. Such transmission shall not be made until the ambulance actually arrives at the specific address or location dispatched. In the instance of apartment or business complexes, the "ambulance arrived on scene" status signal transmission shall not be made until the ambulance actually arrives at the point closest to the specified apartment or business to which it can reasonably be driven. Arrival on the scene of a First Responder unit or supervisor's vehicle shall not stop the response time calculation. In instances when the ambulance fails to report "ambulance arrived on scene", the dispatch CAD time stamp of the next communication with the ambulance during which a statement is recorded in the CAD verifying that the ambulance is on scene, shall be used as the "ambulance arrived on scene" time.

Only ambulance service requests originating in Salt Lake City, including transport, no-transport, and mutual aid received calls, shall be included in response time calculations and be subject to Late Response Liquidated Damages. When multiple ambulances are dispatched to a single incident, the arrival time of the first ambulance to arrive shall be the on scene time used in the response time calculation for that incident, and response times of additional units shall be excluded from compliance calculations. Responses originating outside of Salt Lake City shall be reported but are not subject to response time requirements.

- b. The response times described above shall be waived on calls where multiple ambulances are required on the same call, except for the first responding ambulance. However, Contractor shall endeavor to have all required ambulances on site as soon as is practical. The same applies where multiple ambulances are dispatched to different locations in and around the same time. The Contractor shall respond in order of priority per the City's Dispatch Center.
- c. In cases of Force Majeure, the response times shall be extended in accordance with the National Fire Protection Association Standard 1710.
- d. Upgrades, Downgrades, Reassignments, and Disregards
  - i. Upgrades: If a response is upgraded prior to the first ambulance arriving on scene, compliance with response time requirements and liquidated damages shall be calculated based on the shorter of:
    - Time elapsed from dispatch time, as specified in this section time of upgrade plus the higher priority response time standard, or
    - The lower priority response time requirement.
  - ii. Downgrades: Downgrades may be initiated by Emergency Medical Dispatchers when information not available when the

response was dispatched becomes available that indicates, in strict accordance with Medical Director approved telephone protocols, that the response should have been dispatched at a lower priority. Downgrades may also be initiated by the SLCFD Incident Commander arriving on scene prior to the ambulance. If a response is downgraded prior to the arrival on scene of the first ambulance, the Contractor's compliance with response time standards and liquidated damages shall be calculated based on:

- The lower priority response time standard, if the ambulance is downgraded before it would have been judged "late" under the higher priority response time standard, or
  - The higher priority response time standard, if the ambulance is downgraded after it would have been judged "late" under the higher priority response time standard.
- iii. Reassignment Enroute: If an ambulance is removed from a response by the Contractor prior to arriving on scene and another assigned to the response, the elapsed response time shall not end until an ambulance arrives on the scene. Should the response exceed the maximum allowable response time standard, the Contractor's compliance and liquidated damages shall be calculated based on the response time standard applicable as specified above.
- iv. Disregarded Enroute: If an ambulance is cancelled (disregarded) enroute prior to an ambulance arriving on scene, and no ambulance is required at the location dispatched, the response shall end at the moment of cancellation. At the moment of cancellation, if the elapsed response time exceeds the response time requirement for the assigned priority of the call, the ambulance shall be determined to have exceeded the maximum allowable response time standard, the response shall be counted in the total number of responses used to determine compliance, and the appropriate Liquidated Damages shall be assessed. At the moment of cancellation, if the elapsed response time does not exceed the response time requirement for the assigned priority, the response shall not be counted in the total number of responses used to determine compliance.
- e. Response Times Outside of Salt Lake City Service Area. The Contractor shall not be held accountable for response time compliance for any response dispatched to a location outside of the City. Responses to requests for service outside the City shall not be counted in the total number of responses used to determine compliance.
- f. Each Incident A Single Response. Each incident shall be counted as a single response regardless of the number of ambulances that respond. The dispatch time of the first ambulance dispatched and the on scene time of the first arriving Contractor or authorized mutual aid ground ambulance shall be used to compute the response time for the incident.

4. Unusual Circumstances. In the event of unusual circumstances beyond the Contractor's reasonable control that affects response time compliance, the Contractor may request from the Contract Administrator an exemption from a response time standard. Unusual circumstances shall be limited to: (i) unusually severe weather conditions, (ii) declared disasters, or (iii) unforeseen periods of unusually high demand for ambulance services. Unusually high demand for ambulance services shall be defined as follows: For the hour of the week for which an exemption is requested, the Contractor must demonstrate that at the moment the call was received, that the number of emergency ambulance calls dispatched and being worked simultaneously exceeds the product of the following:

$$\text{Overload} = (1.5 \times (1 \text{ standard deviation})) + \text{The Mean rounded up to the nearest whole call}$$

For the entire population of emergency calls for that hour for the past twenty (20) weeks

Equipment failures, traffic congestion, ambulance failures, inability to staff ambulances, and other similar causes shall not be grounds for granting an exception to compliance with response time standards.

5. Request for Exemption from Response Time Standards. Contractor must submit a written request for any response time exemption identifying the specific time period, the circumstances during the time period, and all late responses during the time period. Detailed documentation shall be provided to the Contract Administrator with the Monthly Report. If no request for exemption is made within thirty (30) calendar days following the month in which the responses in question occurred, the Contractor shall be ineligible to request exemption for those responses. The Contract Administrator shall review the request for exemption and issue a determination. In the event that the request is not granted, Contractor may appeal within ten (10) business days of the decision to the City's Fire Chief. The decision of the City's Fire Chief in these matters shall be final. Equipment failures, traffic congestion, ambulance failures, dispatch errors, inability to staff ambulances, and other similar causes will not be grounds for granting an exemption.

6. Request to Contest CAD Data. In any instance in which Contractor contends that data documented in the dispatch computer's (CAD) searchable fields, such as dispatch or on scene times, or response priority, are inaccurate, such as when a no "ambulance arrived on scene" status signal is received by CAD or is received after the actual on scene time, the Contractor may present evidence substantiating different data. Detailed documentation, including but not limited to CAD printouts and AVL data, shall be provided with the Monthly Report. If no request to contest data is received within thirty (30) calendar days following the month in which the responses in question occurred, the Contractor shall be ineligible to contest data. The Contract Administrator shall review the request for exemption and issue a determination. In the event that the request is not granted, Contractor may appeal within ten (10) business days of the decision to the City's Fire Chief. The decision of the City's Fire Chief in these matters shall be final.

E. Liquidated Damages

1. Liquidated Damages Deemed Reasonable. Contractor understands and agrees that the failure to comply with any time, performance or other requirement or standard

in this Agreement will result in damage to the City and that it is and will be impracticable to determine the actual amount of such damage whether in the event of delay, nonperformance, failure to meet standards, or any other deviation. Therefore, Contractor and City contract and agree that the liquidated damages specified in this Agreement are reasonable. It is expressly understood and agreed that the liquidated damages amounts are not to be considered a penalty, but shall be deemed, taken and treated as reasonable liquidated damages. It is also expressly understood and agreed that the remedies of City in the event of Contractor's default or minor or major breach of any term of this Agreement are not limited to liquidated damages provisions. All liquidated damage amounts may be withdrawn from the irrevocable standby performance provided by Contractor in accordance with this Agreement if the liquidated damages are not received by City within thirty (30) calendar days after receipt by Contractor of notice of liquidated damages assessment.

2. Late Response Liquidated Damages. For each response which originates within the City for which the response time exceeds the response time standard specified in this agreement, City shall assess liquidated damages of twelve dollars (\$12.00) per minute for each minute in excess of the required response time up to a maximum of five hundred dollars (\$500.00) per occurrence. For purposes of calculating response time liquidated damages, a fraction of a minute is to be rounded up to the next minute. Late Response Liquidated Damages Assessment, if any, shall begin effective upon the commencement of service under this Agreement.

3. Non-Performance Liquidated Damages.

a. City-Wide Non-Performance Liquidated Damages. In the event that city-wide response time compliance for life-threatening calls (designated as Echo, Delta, and Charlie) responses falls below ninety per cent (90%) for any month, the liquidated damages in the following chart shall be assessed in addition to any other liquidated damages.

Compliance	Month 1	2 <sup>nd</sup> Continuous Month	3 <sup>rd</sup> Continuous Month	4 <sup>th</sup> Continuous Month*	5 <sup>th</sup> Continuous Month*
89%	\$ 7,000	\$14,000	\$21,000	\$42,000	\$84,000
88%	9,000	18,000	27,000	54,000	108,000
87%	10,000	20,000	30,000	60,000	120,000
86%	11,000	22,000	33,000	66,000	132,000
85%	12,000	24,000	48,000	96,000	192,000

\* After three continuous months of non-compliance, the Contractor is in major breach. Failure to meet response time requirements for at least ninety per cent (90%) of all life-threatening responses each month for three consecutive months or for any four months within any 12 consecutive months shall be a major breach. Liquidated Damages continuing after month 3 (Major Breach), if any, shall be calculated by using the amount in the Month 3 column as the base Liquidated Damages

so that Liquidated Damages increase by 100% of this base each month. For example, after three continuous months of non-compliance being 89%, 87% and 88%, non-compliance during Month 4 (Major Breach) is 89% and Month 5 (Major Breach) is 88%, respectively. Liquidated damages would be \$42,000 for Month 4 and \$108,000 for Month 5.

- b. Calculation. Response time compliance shall always be rounded down for purposes of response time reporting and liquidated damages calculation. For example, 89.9% shall be rounded down to 89%.

Liquidated Damages for City-Wide Non-Performance Liquidated Damages continuing after Month 3 shall be calculated by using the amount in the Month 3 column as the base Liquidated Damages so that Liquidated Damages increase by 100% of this base each month. For example, after five continuous months of City-Wide non-compliance (Major Breach) being 89%, 87%, 88%, 89% and 88%, respectively, the corresponding Liquidated Damages would be \$7,000, \$20,000, \$27,000, \$42,000 and \$108,000.

4. Non-compliance Liquidated Damages.

- a. Two hundred and fifty dollars (\$250.00) for each business day that any monthly report required in this Agreement is not received by the Contract Administrator within thirty (30) calendar days following the month for which the report pertains.
- b. Two hundred and fifty dollars (\$250.00) for each business day after two business days that a report (other than a monthly report) or task is not completed as directed by the Medical Director.
- c. Five hundred dollars (\$500.00) for any occurrence of the failure to have equipment or supplies on any ambulance as directed or specified by the Medical Director.
- d. Two hundred and fifty dollars (\$250.00) for failure to immediately contact the Battalion Chief of the Medical Division or Contract Administrator when any below standards equipment or staffing situation occurs which has the potential to affect the health and safety of the citizens of Salt Lake City including without limitation: (i) less than seven (7) ambulances being on-duty and in-service for emergency response (ii) any occurrence of a motor vehicle accident involving significant damage or injury in which an ambulance is involved.
- e. Fifty dollars (\$50.00) for failure to remain on the same assigned radio frequency during any response situation involving a 911 call.
- f. Fifty dollars (\$50.00) per day for any other performance failure or major breach of this Agreement until such failure or breach is cured.

5. Performance Incentive. For every quarter (defined as Oct.-Dec., Jan.-Mar., Apr.-June, and July-Sept.) during which the Contractor's verifiable system-wide response time performance exceeds 90% in all response time categories the City shall waive all per minute response time Liquidated Damages for all responses during that quarter.

F. Reports. Contractor shall furnish the following reports to the City:

1. Monthly Reports. Monthly reports are due no later than thirty (30) calendar days after the final day of the month reported.

- a. Monthly Response Time Report. For each incident for which a response is dispatched, the monthly response time compliance report shall include, but not be limited to: a unique call number which shall be the call number generated by the City dispatch computer or another number that a City reviewer can easily link to the call number generated by the City dispatch computer; the dispatch date, dispatch time, on scene time, time transport is begun, time transport ends, identification number of the ambulance(s) that arrive on scene, response mode linked to the dispatch, and on scene or cancel/disregard times necessary to calculate the response time. For calls disregarded enroute, upgraded or downgraded, or reassigned enroute, the aforementioned items shall be reported in a format that clearly shows the unique measurements required in this Agreement. For calls on which multiple ambulances arrive on scene, although only the first ambulance to arrive is included in compliance calculations, the responses of all ambulances that arrive on scene shall be reported. This report shall not be merely a compiled statistical report. The Monthly Response Time Report shall include all mutual aid given and mutual aid received response, including the city or other entity giving or receiving aid.
- b. Response Time Exception Report. For calls which result in response times in excess of those specified in this agreement, the Monthly Response Time Report shall include the number of ambulances in-service at the time of the exception, the number of those ambulances dedicated to responses, and the incident numbers and priorities of those responses.
- c. Requests for Exemption from Response Time Standards. Any requests for exemption from response time standards shall be made with the Monthly Response Time Report. If no such request is received by the deadline required herein, no such request shall be considered in compliance calculations.
- d. Monthly Unit Hour Utilization Report. The monthly unit hour utilization compliance report shall include, but not be limited to, the number of unit hours produced during every hour of every day. To

calculate the unit hour utilization ratio, divide the total number of ambulance transports per month by the total number of unit hours in the same one-month period. A unit hour shall be defined as each hour that a fully staffed and equipped ambulance unit is on duty and available to respond to calls.

- e. Monthly Report of Public Education Activities and Community Service Standbys. This report shall include, but not be limited to the number of activities and the type of activity (e.g. CPR class, ambulance standby). Other information must be provided when necessary to prove fulfillment of contractual obligations, including but not limited to, the number of hours service was provided, or the number of public service announcements published.
- f. Patient care reports. The Medical Director has the right to inspect patient care reports for purposes of maintaining and ensuring quality of medical care in the Salt Lake City EMS system. To facilitate this review, Contractor's personnel shall complete a patient care report form as specified by the Medical Director for all patients for whom care is rendered, regardless of whether such patient is transported. Contractor shall make these records available to the Medical Director each month.

2. Other Reports.

- a. Below Standards Equipment/Staffing Report. This report of any below standards equipment or staffing situation which has the potential to affect the safety, health, and welfare of the citizens of Salt Lake City shall be due immediately to the Battalion Chief of the Medical Division, and a written report is due no later than two business days after such below standards equipment or staffing situation occurs.
- b. Annual Report. The Annual Report shall meet requirements specified in this Agreement.
- c. Report of Employees' Certifications. Contractor shall ensure that all of Contractor's personnel are appropriately certified at both the State and local levels, and shall furnish to the Contract Administrator documentation of same as required by the Ambulance Ordinance.
- d. Report of Progress in Developing Electronic Patient Care Report Capability. This report shall be provided as often as is necessary for the Contract Administrator to be informed regarding this project or as requested by the Contract Administrator.
- e. Report of Compliance with Dispatch Protocols. This shall be a report of compliance with dispatch protocols by Contractor's dispatch personnel. This report is due upon the date specified by the Dispatch Steering

Committee, and shall have content and format specified by the Dispatch Steering Committee

- f. Report of Patient/Customer Satisfaction. This report shall be provided biannually to the Contract Administrator, and shall contain tabulated results of comments and opinions gathered through satisfaction surveys.
- g. Copies of Complete Patient Reports and/or State Medical Incident Reports ("Smirfs") shall be provided monthly.
- h. Copies of Quality Improvement ("QI") reports shall be provided monthly. There are two reports due: one for dispatch quality improvement as generated by the Aqua program and one operations quality improvement report.
- i. Copies of Vehicle Maintenance Logs and Damage Occurrence and Repair reports. These reports shall be furnished to the City upon request.
- J. Copies of monthly Safety Reports covering vehicle and other accidents, injuries, hazardous material exposures, and other safety related problems.

3. Written Requests. Written requests to change the Operations Response Plan are due to the Contract Administrator at thirty (30) calendar days prior to the desired implementation date. Actual implementation of any requested change shall be subject to the prior approval of the Contract Administrator.

G. Major Breach.

1. Definitions Of Major Breach. Conditions and circumstances which shall constitute a major breach of this agreement by the Contractor shall include but not be limited to the following:

- a. Failure of Contractor to meet the response time requirements set forth in Section II, Paragraph D of Exhibit "A" of this Agreement;
- b. Accumulation of Liquidated Damages that in the sole reasonable discretion of the Contract Administrator are excessive and represent a threat and danger to the safety, health, and welfare of the citizens of Salt Lake City;
- c. Failure of Contractor to operate the ambulance service in a manner which enables the City and Contractor or the City or Contractor to maintain and remain in compliance with the requirements of applicable federal, state, and local laws, rules and regulations;



- d. Failure to provide data or incorrect or falsification of data supplied during the course of operations, including by way of example but not by way of exclusion, dispatch data, patient report data, response time data, financial data, or altering response code designations to enhance Contractor's apparent performance, or falsification of any other data required under this Agreement;
- e. Excessive and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period, where a "lame duck" period means any period during which this Agreement is active after either (1) notice of agreement termination has been provided, or (2) it is evident that the current term will not, or cannot, be extended pursuant to the terms of the Agreement;
- f. Excessive failure to maintain equipment in accordance with manufacturer recommended maintenance practices;
- g. Excessive failure of Contractor's employees to conduct themselves in a professional and courteous manner, and to present a professional appearance as determined in the sole reasonable discretion of the Contract Administrator;
- h. Failure to submit required financial or other reports to the UDOH or BEMS as required by applicable rules or laws;
- i. Failure to comply with approved rate setting, billing, or collection provisions of this Agreement;
- j. Failure to comply with Most Favored Customer provisions of this Agreement;
- k. Failure of Contractor to cooperate with and assist the City after a major breach has been declared as provided for herein, even if it is later determined that such breach never occurred or that the cause of such breach was beyond Contractor's reasonable control;
- l. Acceptance by Contractor or any of Contractor's employees of any bribe, kick-back, or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of Contractor or Contractor's employees could be reasonably construed to be a violation of federal, state, or local law;
- m. Payment by Contractor or any of Contractor's employees of any bribe, kick-back or consideration of any kind to any federal, state, or local public official in exchange for any consideration whatsoever, when such consideration could be reasonably construed to be a violation of any federal, state, or local law;

- n. Failure to meet medical standards required in this Agreement or as reasonably required by the Medical Director;
- o. Failure of Contractor to maintain insurance in accordance with this Agreement;
- p. Failure to maintain a Performance Standby Letter of Credit with a federally insured banking institution with a debt rating of 1B or higher by the FDIC, BBB or higher by Standard & Poor's Corporation, Baa2 or higher by Moody's Investors Service, or a comparable rating issued by some other nationally recognized rating agency in the amount specified by the terms and conditions of this Agreement or as directed by the City Treasurer;
- q. Failure to submit audited financial statements prepared by a certified public accountant or public accounting firm for any parent company and Contractor within the specified time frame under the terms and conditions of this Agreement or as directed upon reasonable notice by the SLCFD's Financial Manager;
- r. Failure of the Dispatch Center to maintain accreditation through the NAED;
- s. Failure to comply with the Contractor's Safety Program and applicable UOSHA, EPA, NFPA, and UDOT regulations; and
- t. Any other failure of performance, medical or other standards, or violation of law, as required in this Agreement and which is determined in the reasonable discretion of the Contract Administrator to constitute a major breach.

2. Provisions for Curing Breach.

- a. In the event of major or minor breach, the City shall give the Contractor written notice, return receipt requested, setting forth with reasonable specificity the nature of the breach. Within five (5) business days of receipt of such notice, the Contractor shall deliver to the City, in writing, a plan to cure such breach. The plan shall be updated, in writing, every five (5) business days until the breach is cured. The Contractor shall have the right to cure such breach within thirty (30) calendar days of receipt of notice of breach. If the Contractor fails to cure such breach within the period allowed for cure (such failure to be determined by the sole and absolute discretion of the City), or the Contractor fails to timely deliver the cure plan, or updates to the City, the City may immediately terminate the Agreement. The Contractor shall cooperate completely and immediately with the City and the State BEMS to affect a prompt and

orderly transfer of all responsibilities to an approved licensed provider. Contractor shall be required to cooperate with the City and to continue to provide service until a replacement provider can assume service.

- b. The Contractor shall not be prohibited from disputing any findings of default through litigation, provided, however, that such litigation shall not have the effect of delaying, in any way, the transfer of operations to the replacement approved licensed provider. Such dispute by the Contractor shall not delay the City's access to funds made available by the Performance Standby Letter of Credit. These provisions shall be specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety. Any legal dispute concerning the finding that a default has occurred shall be initiated and shall take place only after the transfer of operations to a replacement approved licensed provider has been completed, and shall not, under any circumstances delay the process of transferring operations to such provider or delay the City's access to performance security funds under the Performance Standby Letter of Credit as needed by the City to finance such transfer of operations.
- c. The Contractor's cooperation with and full support of the City's termination of the Agreement, as well as the Contractor's immediate release of performance security funds to the City shall not be construed as acceptance by the Contractor of the finding of default. However, failure on the part of the Contractor to cooperate fully with the City and the State BEMS to affect a smooth and safe transition shall itself constitute a breach of contract.

3. Provisions for Agreement Termination.

- a. In the event the Contract Administrator, with confirmation by the Salt Lake City Attorney's Office, determines that a major breach has occurred and the nature of the breach in the Contract Administrator's opinion is such that the public safety, health, and welfare are endangered, and after Contractor has been given written notice and a reasonable opportunity to correct the deficiency, not to exceed a thirty (30) calendar day time period except in the event of an emergency condition as determined by the Contract Administrator, the matter shall be presented to the City Attorney for review. If, after a review of the major breach, the City Attorney determines that a major breach has occurred and that the public safety, health, and welfare would be endangered by allowing Contractor to continue its operations, the City shall have the right to terminate this Agreement and notify the UDOH of such termination so that a replacement provider can be licensed. Contractor shall cooperate completely and immediately with the City to effect the transition to a new provider.

- b. These provisions are specifically stipulated and agreed to by both parties as being reasonable and necessary to the protection of public health and safety, and any legal dispute concerning the finding that a major breach has occurred shall be initiated and shall take place only after the agreement termination has been completed, and shall not under any circumstances delay the transition to a new provider or the City's access to performance guaranty funds as needed by the City to finance said transition of operations.
- c. Contractor's cooperation with and full support of such transition, as well as Contractor's immediate release of performance security funds to the City shall not be construed as acceptance by the Contractor of the finding of major breach, and shall not in any way jeopardize Contractor's right to recovery should a court later find that the declaration of major breach was made in error. However, failure on the part of the Contractor to cooperate fully with the City to effect a safe and smooth transition of operations shall itself constitute a major breach of this Agreement, even if it was later determined that the original declaration of major breach by the Contract Administrator was made in error.

4. Remedies. The existence of a major or minor breach by the Contractor, whether or not public safety and health is endangered, shall entitle the City to make a draw on the Performance Standby Letter of Credit upon written request of the Contract Administrator in the amount or amounts as determined by the Contract Administrator. Nothing in this section shall operate to limit the City's remedies under law, including those rights and remedies contained elsewhere in this Agreement. Notice of declaration of a major breach and/or termination shall be made in writing to the highest ranking Contractor employee at the Contractor's Salt Lake City operation.

#### H. Performance Guaranty.

1. Contractor expressly contracts that, in the event of major breach by the Contractor, Contractor shall work with the City to ensure continuous and uninterrupted delivery of services, regardless of the nature or causes underlying the breach. Contractor agrees and contracts that there is an obligation to assist City in every effort to ensure uninterrupted and continuous service delivery in the event of major breach, even if Contractor disagrees with the determination of major breach.

2. Performance Standby Letter of Credit. Prior to the date of execution of this Agreement, Contractor shall provide the City Treasurer with an irrevocable Performance Standby Letter of Credit in a form satisfactory to the City Treasurer. The amount of the Performance Standby Letter of Credit shall be two hundred fifty thousand dollars (\$250,000.00) issued by a federally insured (FDIC) banking institution with any one of the following debt ratings: 1B or higher by the FDIC; BBB or higher by Standard & Poor's Corporation; Baa2 or higher by Moody's Investors Service; or a comparable rating issued by some other nationally recognized rating agency. The federally insured banking institution on which the Performance Standby Letter of Credit is to be drawn

shall be acceptable as determined by the City Treasurer. The Performance Standby Letter of Credit shall be used:

- a. To ensure the payment by Contractor of (i) any Liquidated Damages in accordance with this Agreement, (ii) any expenses due to violations that result in a minor or major breach or agreement termination, and (iii) failure to make any payment owed by Contractor to City under this Agreement.

At any time, the City may draw on the Performance Standby Letter of Credit to satisfy such amounts. Contractor shall structure the Performance Standby Letter of Credit so that at any time prior to an agreement termination by the City, if the City draws upon the Performance Standby Letter of Credit and reduces the amount below two hundred twenty five thousand dollars (\$225,000.00) then the Contractor must restore the Performance Standby Letter of Credit to the level of two hundred fifty thousand dollars (\$250,000.00) within ten (10) business days. In no event shall the Contractor be required to replenish the Performance Standby Letter of Credit after an agreement termination has been effectuated by the City unless the Performance Standby Letter of Credit is not at the amount of two hundred fifty thousand dollars (\$250,000.00) at the time of agreement termination.

- b. To ensure the operation of the ambulance service after an agreement termination has been effectuated by the City including but not limited to, the cost of any unpaid PMA fees, any necessary rebidding, renewal, and/or negotiations, or any related administrative expenses.

3. Notice of Change. The Performance Standby Letter of Credit shall contain the following endorsement: "At least sixty (60) calendar days prior written notice shall be given to the City by the financial institution that has provided the Performance Standby Letter of Credit of any intention to cancel, replace, fail to renew, or materially alter this Performance Standby Letter of Credit. Such notice shall be given by certified mail to the City Treasurer."

4. Contract Termination. In the event of an agreement termination by the City in accordance with this Agreement, the City may draw down the Performance Standby Letter of Credit from time to time in such amount or amounts as it may determine to cover any expenses or losses to the City due to the Agreement termination and as necessary to cover any fees due the City pursuant to the surviving provision of Paragraph O of this Section II.

5. City Retention of Performance Standby Letter of Credit. The Performance Standby Letter of Credit shall become the property of the City in the event that this Agreement is canceled by reason of major breach, default of the Contractor, or any other reason. The Performance Standby Letter of Credit shall be retained by the City and returned to Contractor at the expiration of Contractor's continued obligation to pay fees

to the City pursuant to Paragraph O of this Section II after termination of this Agreement, provided there is no outstanding minor or major breach, default, unpaid Liquidated Damages, other Contractor payment deductions, adjustments, taxes due by Contractor, or any other debts due to the City or to other entities by Contractor.

6. Rights Reserved. The rights reserved to the City with respect to the Performance Standby Letter of Credit are in addition to all other rights of the City, whether reserved by this Agreement or otherwise authorized by law, and no action, proceeding or right with respect to the Performance Standby Letter of Credit shall affect any other right the City has or may have.

I. Contractor Facilities and Resources.

1. Offices. The City prefers that Contractor locate and maintain its maintenance facility and billing office within the city limits of City. However, if this is not cost effective, due to economies of scale, such facilities may be located outside the city limits. Contractor must, however, at least maintain a toll-free telephone number providing access to a Contractor representative who can answer citizen's questions regarding ambulance bills. The Contractor shall also provide the SLCFD with after-hours telephone numbers of Contractor's supervisory personnel so that they can be called at any time that an emergency occurs.

2. City Provided Resources. (Note: To be completed if an Offeror proposes and the City agrees to provide certain facilities or other resources for Contractor.)

J. Minimum Standards for Contractor Vehicles, Equipment, and Coverage.

1. Contractor shall employ whatever level of effort is necessary to achieve the response time standards and other performance results required by the terms of this Agreement. Superior response time performance early in a month is not justification to allow inferior response time performance late in the month. Therefore, Contractor shall minimize variations or fluctuations in response time performance according to day of the week or week of the month.

2. Peak deployment is seven (7) ambulances. A total fleet size of not less than one hundred twenty-nine percent (129%) of peak deployment shall be maintained. At any moment Contractor shall have in the City and response ready, at least 129% of the ambulances required at that time by the Operations Plan. Contractor shall have at least seven (7) ambulances on duty and in service at all times, at least two of which shall be four-wheel drive. The SLCFD Dispatch Center shall be notified anytime less than seven (7) ambulances are on duty and in service. Of the ambulances on duty and in service at least four (4) must be available for emergency responses. To be on duty and in service for one (1) unit hour, an ambulance must be fully response ready, including being staffed by two persons as described herein who are properly listed in the City CAD as staffing the ambulance, for at least 30 minutes of any clock hour.

3. Ambulances shall be Type I or Type III and capable of carrying two (2) supine patients and meeting ambulance requirements for Utah State law. Other future, comparable vehicles conforming to the highest ambulance industry standards may only be substituted after approval by the Contract Administrator and Medical Director. All ambulances and other emergency response vehicles must display lettering which identifies them as serving Salt Lake City and identifies the Contractor's approved business name. The Contract Administrator must approve the use of Salt Lake City logos, trademarks, lettering or other commonly used City identification on ambulances. Ambulance numbers shall be displayed on the sides, front, and rear of ambulances. Exterior markings must be the same for all ambulances. Ambulances must be stocked with medical equipment and supplies according to the SLCFD's Medical Director's specifications and Utah State rules. These specifications may be modified from time to time with the Contractor having opportunity to provide input.

4. Only mechanically sound and serviceable vehicles may be used. No ambulance may have cumulative mileage of more than 175,000 miles. Contractor may request that the City inspect and approve vehicles for extended life beyond 175,000 miles based on superior maintenance and physical condition. The City shall not unreasonably withhold approval of extended vehicle use. In no event, shall any vehicle be permitted to remain in service after 200,000 miles.

K. Most Favored Customer. All factors of production employed by the Contractor in the performance of this Agreement whether leased or otherwise provided by City or other sources shall be devoted to the work of this Agreement. These "factors of production" include equipment, supplies, facilities, locally assigned personnel, and other production factors utilized by the Contractor in the performance of services in accordance with this Agreement. The intent of this provision is to establish the Contractor's local operations as resources fully contracted to the service of the City. The City shall not object to Contractor's request to employ Contractor's local resources in the performance of other work so long as service under this Agreement is not impaired. The City does not intend that by allowing the Contractor to use City assets, that these assets may be used to provide services outside the City without reimbursement to the City. Instead, the City shall approve Contractor's requests to render such outside services only if Contractor provides a method whereby such other customers participate, along with the City, in covering a fair share of Contractor's fixed operating costs and overhead, thereby reducing accordingly and fairly the City's share of such fixed costs.

L. Outside Work. Contractor shall not be prohibited from doing work outside the immediate scope of this Agreement either within or outside the City provided: (i) all such income shall be reflected in Contractor's financial documents and; (ii) Contractor's methods of producing such services are designed to enhance Contractor's peak load capacity in City, disaster readiness, and overall efficiency, in City; and do not detract from Contractor's ability to provide service in City. Contractor shall not utilize the factors of production used in the performance of this Agreement (e.g., personnel, equipment, facilities, communications systems, billing staff, data processing equipment, medical direction, etc.) except as approved by the City. Approval for Contractor to do such other work may be granted by City if:

1. For ambulance service, the medical standards are the same as those required hereunder, including personnel standards, equipment standards, medical protocols, medications carried, and other standards of medical performance.
2. That a fair means of sharing in costs of medical control and regulation is established.
3. That the financial arrangements are such that revenues (i.e., subsidy payments or fees) derived from the work shall cover a fair share of system overhead, facility costs, communications system costs, and operating expenses.
4. That response time requirements for ambulance service are performance-oriented, and that no provision for "dedicated" unit coverage is contained in the service agreement which might restrict Contractor's deployment/redeployment options.

M. On-Scene Medical Control. The SLCFD has ultimate responsibility for scene control and patient care. The Uniform Salt Lake City Incident Command System ("ICS") and protocols, SLCFD policies, procedures, practices, and medical control shall control management of the activities at the scene, enroute to the scene, and in transport to the hospital.

1. Upon arrival at the scene where patient care is already in progress by a City paramedic, Contractor shall locate and make contact with the City Incident Commander for an information report on patient care. If requested, assist with such care under the direction of the Incident Commander until transfer of the patient to Contractor for transport unless City paramedic rides in the ambulance with the patient to the transport destination.

2. Upon arrival at the scene by a SLCFD Incident Commander, where patient care is already in progress by the Contractor, the Incident Commander shall assume command of the scene. Contractor shall provide to the Incident Commander an information report on the condition of the patient and any treatment that has been provided. If further assistance is required by the Contractor prior to transfer of the patient to Contractor for transport, such assistance shall be under the direction of the Incident Commander. Under the direction of the Incident Commander and following the SLCFD medical protocols, the highest medically certified person of either City or Contractor shall have responsibility for patient care.

N. Private Transports. The terms of this Agreement do not apply to or affect or control seven digit telephone calls received directly by the licensed non-911 ambulance or paramedic service. The Utah Department of Health encourages all emergency medical transport providers to contact 911 when appropriate. For life threatening calls made directly to the Contractor, such calls shall be dispatched to the SLCFD to insure proper service to its citizens.



- O. Billing Information. The Contractor shall be responsible for all billings and collections for ambulance service rendered under the terms of this Agreement, including the billing of fees allowed by the BEMS for the SLCFD's paramedics when they ride with the patient on one of Contractor's ambulances to a health care facility (PMA Fees). For each situation where the SLCFD's paramedics accompany the patient in Contractor's ambulance to a health care facility or when they provide on-scene treatment and release of the patient, Contractor shall pay all such PMA Fees to the City within 100 days after the end of the month for which such fees were invoiced. Contractor shall use all reasonable means, including the services of a collection agency, necessary to collect all bills. Contractor shall include on all bills for ambulance service, including emergency, non-emergency and treat-no-transport, a local or toll free telephone number through which Salt Lake City citizens may inquire about their bills. All PMA or other fees now or hereafter authorized that are billable on behalf of the City's paramedic or other SLCFD providers shall be subject to this provision and remitted to the City. The provisions of this paragraph and the requirement to provide and maintain a Performance Standby Letter of Credit shall survive the termination of this Agreement for a period of five (5) years.
- P. Public Relations and Education. In cooperation with and under the direction of the SLCFD, Contractor shall provide emergency medical information and education to citizens of Salt Lake City including but not limited to Contractor's and City's emergency medical services systems, first aid, CPR, injury prevention, and 911 system information for the duration of this Agreement and any extensions at no charge to City. Sufficient classes and events shall be provided to meet the public's demand. Fees charged citizens for classes shall be reasonable and competitive within the local market. Documentation of revenue from classes shall be provided to the City's Contract Administrator with each year's audited financial statements.
1. Public Relations Service Events Required. Contractor shall provide at least 100 hours of public relations service events per year. These hours shall not include paid standbys, but may include the events listed above.
  2. Internet Web Site. In collaboration with the SLCFD, Contractor shall develop an internet web site that provides information about their organization. The web site shall be regularly updated and include a schedule of upcoming public education classes and other events of interest to the public. The web site shall allow persons to electronically register for those classes and events.
- Q. Statements and Audit Rights. Contractor shall provide audited financial information to the City that covers Contractor's operations in Salt Lake City under this Agreement and hereby grants the City the right to audit all applicable books and records maintained by or at the direction of Contractor, both physical and electronic, that are related to the services and terms of this agreement.
1. Financial Statements. Within one hundred twenty (120) days after the close of the Contractor's fiscal year, Contractor agrees to provide to the Contract Administrator annual audited financial statements prepared by an independent certified public

accountant or certified public accounting firm in accordance with generally accepted accounting principles.

Annual audited financial statements shall be submitted for Contractor's Salt Lake City operation and shall include a breakdown by service type, including all emergency and non-emergency transports, annual subscription program, public education activities, and any other operations.

2. Document Review. The City or its agent or designee shall have the right to access and inspect the books and records of Contractor's Salt Lake City operations without notice. The City or its agent or designee shall have the right to access and inspect any other books and records of Contractor, Contractor's parent corporation, or any other controlling or associated entity that maintains records applicable to the Salt Lake City operations of Contractor.

R. Quality Control. Quality control inspections or quality improvement processes shall not relieve Contractor of the responsibility and duty to maintain the equipment, facilities, personnel, and operations strictly in accordance with this Agreement and in accordance with the highest standards in the ambulance industry.

1. Inspection of vehicles, equipment and facilities. In the interest of public safety and health and to review quality, the Medical Director or his/her designee, and/or the Contract Administrator or his/her designee shall have the right to inspect Contractor's vehicles, equipment, and facilities at any time to ensure that they are being properly stocked, equipped and maintained.

2. Patient care reports. The Medical Director has the right to inspect patient care reports for purposes of maintaining and ensuring quality of medical care in the Salt Lake City EMS system. To facilitate this review, Contractor's personnel shall complete a patient care report form as specified by the Medical Director for all patients for whom care is rendered, regardless of whether such patient is transported. Contractor shall make these records available to the Medical Director each month.

3. Customer satisfaction records and surveys shall be developed and maintained by Contractor and shall be made available to the City.

- a. Inspection shall be provided for Contractor's records, including but not limited to complaint files. The Contract Administrator or his designee may request the content of information contained in Contractor's complaint files or other files or records maintained to determine customer satisfaction.
- b. Contractor shall regularly solicit patient/customer opinions regarding quality of service provided via customer surveys distributed to patients and other methods of collecting information. Contractor shall distribute surveys to also determine the level of satisfaction of patients and

customers. All surveys shall be tabulated and results presented semi-annually to the Contract Administrator.

4. PROCESS FOR CONFLICT RESOLUTION. Conflicts shall be resolved at the lowest possible level. The following "Levels of Conflict Resolution" are given as a progressive guideline (from lowest level to highest level) for resolving personality conflicts. However, if the situation demands bypassing a lower level to a higher level, then this can be done at the discretion of the SLCFD Captain.

- a. 1st Level of Conflict Resolution. The two medics (and/or crew) discuss the conflict during (or immediately following) the call and resolve. This should only happen if the patient care and/or public perception would not be negatively affected. Contractor's Supervisor and the Salt Lake City Fire Medical Director may or may not be notified.
- b. 2nd Level of Conflict resolution. The ambulance provider and SLCFD meet after the call (usually informally at the station) and resolve. Only involved parties should participate. The goal is to resolve the situation at the lowest possible level; therefore, captains or higher-level supervisors should not be present unless directly involved in the original conflict. Contractor's Supervisor and the Medical Director may or may not be notified.
- c. 3rd Level of Conflict Resolution. A formal meeting is set up using Contractor's Supervisor and the Medical Director as conflict resolution facilitators. Only the involved parties should participate. Crews should be placed out of service. No higher-level supervisors should be present. However, the Fire Company's Battalion Chief and Contractor's management should be notified that the meeting is taking place.
- d. 4th Level of Conflict Resolution. Each agency's Director will be consulted as to appropriate resolution, up to and including involvement of the State EMS agency.

Special Note: At any time if a clinical issue is discovered, each agency will utilize the appropriate COI process in place to resolve the situation. However, if a personality conflict is encountered, every reasonable effort will be made to encourage personnel to utilize the appropriate Level of Conflict Resolution process. If, for any reason, personnel choose not to utilize Levels 1 through 3, Level 4 shall be instituted using the chain-of-command.

5. The parties agree that there shall be established a Board of Review to investigate complaints received from any source with regard to ambulance service performed by the Contractor and to report the results of its investigation and recommendation to the Fire Chief within five (5) business days after receipt of said complaint. Said Board shall consist of the EMS Battalion Chief, the Emergency Medical Service Director, the SLCFD Medical director, and the Contract Administrator. On any complaint review, all

affected parties shall have the right to be present. Conversely, the Contractor shall have the right to request the Board of Review to investigate improper conduct by members of the SLCFD.

- S. Personnel Certifications. Contractor is responsible for ensuring that all of its personnel hold valid State, local, and other certifications and licenses at all times as required to meet the Contractor's responsibilities under this Agreement. When on duty and in-service, ambulances must be staffed by at least two (2) persons who must be certified by the Utah Department of Health ("UDOH") Bureau of Emergency Medical Services ("BEMS"). All of Contractor's personnel who render patient care in any capacity as the Contractor's representative, must hold Utah State certification or license. In addition to these requirements, all personnel who provide patient care must hold other current and appropriate certifications, licenses, and permits as required by the Medical Director.
- T. Mutual Aid. Contractor shall establish reasonable and effective mutual aid agreements with surrounding municipalities, corporations, or other entities, provided, however, any mutual aid providers must provide substantially medically equivalent services and each agreement is approved by the City. Contractor shall call the mutual aid provider that can supply an ambulance to the necessary location in the least amount of time. Contractor's Salt Lake City ambulances shall not be dispatched on mutual aid responses if doing so would reasonably compromise the Contractor's ability to provide emergency services within Salt Lake City.
- U. Medical Direction. Contractor agrees to adhere to rules for operation; patient treatment protocols; telephone protocols, dispatch protocols; and other protocols, policies, and/or procedures both currently in force and subsequently promulgated by the Medical Director.
- V. Helicopter Rescue Unit Service. The City and Contractor recognize that helicopter air ambulances may provide services in the City at the request of a SLCFD Incident Commander. This Agreement shall not be construed to affect the rights of any entity to operate its air ambulance, provided such operations are within the requirements of the Inter-hospital District II-B protocols.
- W. Standby Coverage. Contractor shall provide the following standby coverage:
  - 1. Upon request by City police, fire, or dispatch personnel, the Contractor shall furnish courtesy standby coverage at emergency incidents involving a potential danger to City personnel or the general public at no charge to the City.
  - 2. This Agreement is for 911 BLS Ambulance Service and is not intended to regulate, control, influence, or obstruct non-911 licensure, service or business. This agreement does not encourage nor discourage a licensed 911 ambulance service from obtaining a non-911 ambulance service license for the purpose of providing non-911 service to the community. If the licensed and contracted 911 BLS ambulance provider also holds the non-911 ambulance license, the following provisions will apply:

- a. Contractor may provide ambulance coverage for community events using one or more ambulances dedicated to those events. Documentation of revenue from these standby events shall be provided with the annual audited financial statements and shall be listed separately from other sources of revenue. Standbys for which revenue is received shall not be reported on the Monthly Report of Public Education Activities and Community Service Standbys.
  - b. Contractor may not provide ambulance standby coverage for community events using ambulances listed in the CAD as being dedicated to covering the City. Using ambulances to provide standby coverage for special events so that less than seven (7) ambulances are on duty and in service as described in Minimum Standards for Contractor Vehicles, Equipment, and Coverage above shall result, at least but may not be limited to, Liquidated Damages being assessed for there being less than seven (7) ambulances on duty and in-service.
  - c. Ambulances assigned to standby at community events shall be entered into the City CAD and assigned a CAD call number at the beginning of the assignment. Although response times shall not be considered for Agreement compliance, ambulances shall be dispatched to the event via the CAD and upon arrival shall report "ambulance arrived on scene". Upon conclusion of assignment to the event, the dispatcher shall denote such in the CAD, as for any other response.
- X. Health Insurance Portability and Accountability Act ("HIPAA"). The Contractor shall meet all HIPAA requirements as applicable; including the execution of an agreement with the SLCFD providing for the exchange of protected health information.
- Y. Disaster Assistance and Response. Contractor shall be actively involved in planning for and responding to any declared disaster in the City. In the event a disaster within the City or a neighboring city is declared, normal operations shall be suspended and Contractor shall respond in accordance with the City's disaster plan. Contractor shall use best efforts to maintain primary emergency services and may suspend non-emergency service as required. During the period of declared disaster, the City shall not impose performance requirements and penalties for response times. The direct marginal costs resulting from the performance of disaster services that are non-recoverable from third parties shall be submitted to the appropriate state or federal agencies for cost recovery. Such marginal costs shall not include cost for maintaining normal levels of service during the disaster, but shall be limited to the reasonable and verifiable direct marginal cost of these additional services. City shall provide all reasonable assistance to the Contractor in recovering these costs, however, City shall not be responsible for payments to Contractor.
- Z. Supplies and Equipment. Contractor shall restock all disposable medical supplies used by all Salt Lake City EMS System personnel during patient care.

1. Subject to the terms of the Federal Safe Harbor Act, Title 42 CFR 1001.952, the Contractor shall rotate pharmaceuticals in the Salt Lake City EMS system by withdrawing all unadulterated pharmaceuticals held by City Fire units after the date that is three (3) months prior to the marked expiration date and placing them on ambulances. Contractor shall provide City Fire units with duplicate pharmaceuticals having a longer period before expiration.

2. Contractor shall sub-contract with an agency appropriately qualified to collect, transport and dispose of all medical waste generated by the Salt Lake City EMS system. Contractor shall take all necessary precautions to ensure that its sub-contractor follows all applicable rules and regulations pertaining to proper disposal of medical waste.

### **III. RESPONSIBILITIES OF THE CITY**

A. The City shall request ambulance service from Contractor for all 911 requests for emergency medical service through the City's dispatch system or electronically over a dedicated data line.

B. Audit and Performance review.

1. The City reserves the right to audit all accounts of Contractor as it relates to this Agreement on an annual basis. City shall provide Contractor at least thirty (30) calendar days notice of said audit.

2. The City reserves the right to conduct a review of Contractor's performance utilizing criteria from this Agreement. This shall not be limited to mere compliance with the terms of the Agreement. Contractor shall have demonstrated performance above the minimum requirements of this Agreement.

C. Contractor may request the consent of the Contract Administrator or his designee for use of City facilities to locate ambulances and crews. Such approval shall be subject to execution of appropriate use agreement(s) and the following conditions:

1. The Contract Administrator or his designee shall have the right to review and approve any location requested.

2. No modifications, changes or remodeling of any SLCFD facility shall occur without the Contract Administrator's approval.

3. All costs associated with location, accommodation, modifications, changes, remodeling, or any other expense shall be borne solely by Contractor.

4. Contractor agrees that its employees shall abide by all applicable City facility rules and regulations.

D. The SLCFD is the licensed rescue paramedic provider and the designated quick response provider for Salt Lake City and shall provide all advanced life support and paramedic services and care.



## **EXHIBIT "B"**

### **FEE SCHEDULE**

#### **911 BLS AMBULANCE SERVICE**

##### **I. GENERAL**

- A. Rates and fees stated include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs. No other charges shall be allowed. All prices and fees are stated in U.S. dollars.
- B. All rates and fees shall be based on full cost accounting in accordance with generally accepted accounting principles.

##### **II. COLLECTION AND PAYMENT OF PMA FEES**

Pursuant to Utah Code Annotated 26-8a-403 Administrative Rule R426-16, the Utah Department of Health sets the maximum allowable base ambulance rates that may be charged by Contractor for the services contemplated herein. The rates are evaluated and new rates are approved every year with a July 1 effective date and Contractor's rates may be changed in accordance with such changes.

Contractor agrees that its ambulance transport fees shall not exceed the maximum base fees set by the Utah Department of Health. Contractor may, when applicable, charge up to the maximum mileage rates, surcharges, and special provisions fees set by the Utah Department of Health. The fees charged to patients shall be for actual services rendered, not license level.

All fees shall be billed by Contractor to the patients, not to the City, and the Contractor shall have complete responsibility for collection of the amounts billed. The City shall have no responsibility for the payment of fees to the Contractor.

The Utah Department of Health requires that any ambulance service that interfaces with a paramedic rescue service must have an inter-local or equivalent agreement in place, dealing with reimbursing the paramedic agency for services provided up to the maximum allowable rate per transport. This Agreement shall serve as such agreement and Contractor shall pay the City the maximum allowable PMA fee(s) for each transport where a City paramedic is on board.



# ***ATTACHMENT 5***

## **Geographic Service Area**

(Salt Lake City Boundary Map)

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See attached map (PDF file):



fire stations &  
hospitals.pdf

ROCKY J. FLUHART  
DEPUTY ADMINISTRATIVE OFFICER

**SALT LAKE CITY CORPORATION**  
DEPARTMENT OF MANAGEMENT SERVICES  
PURCHASING, CONTRACTS AND PROPERTY MANAGEMENT DIVISION

ROSS C. "ROCKY" ANDERSON  
MAYOR

December 16, 2005

SOUTHWEST AMBULANCE  
Barry Landon  
222 E MAIN ST  
MESA, AZ 85201-7410

RE: Agreement with Salt Lake City Corporation to Provide:  
**AMBULANCE SERVICE**  
**12-1-04-0575-**

Barry Landon,

Enclosed is your copy of the Agreement which has been signed, executed and activated by Salt Lake City Corporation.

To coordinate the use of this contract you can contact the following person:

**SCOTT FREITAG @ 801- 799-4167**

**INSURANCE:** Please work with your insurance company in providing updated insurance certificates throughout the term of your contract. They can fax them to my attention.

Thank you for your participation in working with Salt Lake City Corporation.

Sincerely,



Cindy Hooker  
Contract Coordinator  
PH: 535-6450, Fax: 535-6213

Enclosure  
cc: SCOTT FREITAG

RECORDED

DEC 15 2005

# AGREEMENT

## 911 BLS AMBULANCE SERVICE CITY RECORDER

### FOR THE SALT LAKE CITY FIRE DEPARTMENT

THIS AGREEMENT is made and entered into as of December 21, 2005 by and between SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah (hereinafter the "City"), and SW GENERAL, INC. \DBA\ SOUTHWEST AMBULANCE, an Arizona corporation (hereinafter the "Contractor").

#### WITNESSETH:

WHEREAS, the Salt Lake City Fire Department ("SLCFD"), a division of the City, provides licensed rescue paramedic and designated quick response services for the City but does not provide licensed ambulance transport services; and

WHEREAS, the City is willing to enter into an exclusive agreement with the Contractor to provide a fully integrated 911 basic life support ambulance transport service ("911 BLS Ambulance Service") system which meets or exceeds all legal requirements including but not limited to (1) City ordinances; (2) Bureau of Emergency Medical Services ("BEMS") Emergency Medical Services ("EMS") Act, rules, and regulations; and (3) other relevant Federal, State, and local laws, regulations, and rules; and

WHEREAS, Contractor is a highly qualified provider of 911 BLS Ambulance Services and has the capability to meet or exceed the City's specifications, standards and requirements set forth in this Agreement; and

WHEREAS, the City finds that such regulations and this Agreement are necessary for the purpose of promoting the health, safety and general welfare of the community by providing a 911 BLS Ambulance Service that can provide quality care, with reasonable, reliable response time standards;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, it is agreed by and between the parties hereto as follows:

1. TERM. The Contractor agrees to provide for the City certain 911 BLS Ambulance Services as described in Exhibit "A", attached hereto and incorporated by this reference, beginning at 0001 on Monday, 3 April 2006. This Agreement shall be for a term of four (4) years from the date of the execution of this Agreement. The City may extend this Agreement for two (2) additional four (4) year time periods under the same terms and conditions and in compliance with Utah Code 26-8a-413 or relevant Utah law. Notice of time extensions shall be in writing served upon the Contractor by regular mail at least thirty (30) calendar days prior to the expiration of the original term of this Agreement, or any renewal term, in order for such extension to be effective. Notwithstanding the expiration of the term of this Agreement, including any term extension(s), the parties agree that

Contractor shall remain obligated to continue to remit PMA and any other required fees to the City in accordance with the provisions of Paragraph "O" of Section II of Exhibit "A" hereof.

2. RENEWAL.

A. Term Extensions. The Contractor may request and the City may grant up to two, four (4) year term extensions to this Agreement. The Contractor must provide its written request for a term extension ninety (90) calendar days prior to expiration of the initial term, or any subsequent term extension that was properly accepted by the City. Requests for extensions shall include any City-requested documentation supporting such extension.

B. Evaluation Period. Twelve (12) months prior to expiration of the initial term, or any subsequent term extension thereof, the parties shall convene a joint committee to review agreement terms, performance, fees, and other factors to determine the desirability of continuing this Agreement and whether an amendment of any of its terms is desirable. Actual term extension and any amendment of terms shall be subject to mutual agreement of the parties.

C. Denial. For any term or term extension in which the Contractor fails to request a term extension or in which the City takes no action, then this Agreement shall, subject to the other terms hereof, terminate upon the expiration of its then current term.

D. Term Extension Evaluation. In determining whether the City will extend the term of this Agreement, the City shall evaluate the Contractor on the basis of the following requirements:

a. Performance Meeting Requirements. The City must make a specific finding that the Contractor's response time performance during the current contract period met or exceeded standards and that the Contractor met its other requirements under this Agreement.

b. Maximum Fees. Contractor's rate must not exceed those allowed by the Utah Department of Health ("UDOH").

c. Medical Performance. The City's Medical Director ("Medical Director") must find that Contractor has met all medical standards.

3. ADMINISTRATION. Unless specified otherwise in this Agreement, all services provided under this Agreement shall be coordinated under, and performed to the satisfaction of the City's Fire Chief or his designated representative, hereinafter referred to as "Contract Administrator." All financial commitments by the City shall be subject to the appropriation of funds by the City Council and the limitations on future budget commitments provided under applicable Utah law, including the Utah Constitution. If the Contractor needs clarification regarding any express provision of this Agreement, the Contractor may request from the Contract Administrator an interpretation of any express provision and the Contract Administrator will provide a written response to such request. The Contractor shall participate at the City's invitation in any processes, including committees, where the services arising from this Agreement are discussed, evaluated, or reviewed. Such services may include, but are not limited to, medical protocol, safety, dispatch services, and personnel standards of conduct. In the event the City receives from a third party a judicial or administrative claim for damages or claim for other relief arising from the services performed by the Contractor under this Agreement, the Contractor agrees to share equally with the City all legal costs associated with the response to such claim. The City and the Contractor agree that all reports and other information provided in writing to the City by the Contractor are subject to release to the public under the Utah Government Records

Access and Management Act (GRAMA). The Contractor is responsible to understand the application of GRAMA as it relates to the provisions of the Agreement.

4. CONTRACTOR WARRANTY.

Contractor represents and warrants to the City that each of the following statements is true and correct.

A. Existing Entities. Contractor has been registered and licensed as necessary in the State of Utah and Salt Lake City to enter into and perform its obligations under this Agreement and under each instrument described herein to which it is or will be a party. The Contractor agrees to obtain CASS accreditation for its 911 BLS operations under this Agreement on or near 1 November 2007.

B. Due Authorization. This Agreement has been duly authorized by all necessary actions, and has been duly executed by Contractor. Neither the execution of this Agreement nor compliance with its terms and provisions by Contractor (i) requires the approval and consent of any other party, except such as have been duly obtained; (ii) contravenes any existing law, judgment, governmental rule, regulation, or order applicable to or binding on Contractor; or (iii) contravenes the corporate charter or bylaws of Contractor or any other contract or instrument in existence on the date of this Agreement to which Contractor is a party.

C. Enforceability. This Agreement constitutes a legal, valid, and binding obligation of Contractor enforceable against Contractor in accordance with the terms of this Agreement.

D. No Claims or Litigation. There are no pending, or to the knowledge of Contractor, threatened actions or proceedings before any court or administrative agency to which Contractor is a party, questioning the validity of this Agreement or any document or action contemplated in this Agreement.

E. Financial Capability. Contractor is fully capable, financially and otherwise, to perform its obligations hereunder.

5. FEES & PAYMENT. For the ambulance services supplied by the Contractor hereunder, the Contractor shall bill and be paid by the person(s) receiving the ambulance service, not the City. The Contractor shall also bill and attempt to collect from such person(s) the maximum Paramedic Aboard ("PMA") fees for paramedic services provided by the maximum PMA fees allowed by City when the City's paramedics ride in the ambulance in order to continue emergency medical service commenced at the initial pick-up site in accordance with applicable protocols and as further described in Exhibit "B" hereof. Regardless of the amounts actually collected for such PMA fees, the Contractor shall pay to the City the maximum PMA fees allowed to be charged for such services. The maximum fees that may be charged by the Contractor for ambulance and paramedic services shall be as set by the UDOH, Bureau of Emergency Medical Services ("BEMS") from time to time for 911 Basic Life Support ("BLS") ambulance service and, when applicable, 911 BLS and paramedic service. For such consideration, the Contractor shall furnish all materials, supervision, labor, and equipment to complete the requirements of this Agreement. The services and fees for any services provided by the City for the Contractor shall be set forth in Exhibits "A" and "B" hereof. With regard to the services provided by the Contractor hereunder, the Contractor shall only bill patients for the BLS ambulance transport service provided in accordance with this Agreement, and not any higher amount that might otherwise be allowed based solely on the Contractor's licensure level.

6. The following insurance requirements apply to this Agreement:

A. GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES.

1. Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the City.

2. All policies of insurance shall be issued by insurance companies licensed to do business in the State of Utah and either:

(a) Currently rated A- or better by A.M. Best Company;

—OR—

(b) Listed in the United States Treasury Department's current *Listing of Approved Sureties (Department Circular 570)*, as amended.

3. The Contractor shall furnish certificates of insurance, acceptable to the City, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

4. In the event any work is subcontracted, the Contractor shall require its subcontractor, at no cost to the City, to secure and maintain all minimum insurance coverages required of the Contractor hereunder.

5. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the Contractor shall provide a new certificate of insurance within thirty (30) calendar days after being notified thereof in writing by the City, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the City.

6. All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing 30 days prior written notice to the City in a manner approved by the City Attorney.

B. REQUIRED INSURANCE POLICIES. The Contractor, at its own cost, shall secure and maintain during the term of this Agreement, including all renewal terms, the following minimum insurance coverage:

1. Worker's compensation and employer's liability insurance sufficient to cover all of the Contractor's employees pursuant to Utah law. This requirement includes those who are doing business as an individual and/or as a sole proprietor as well as corporations and partnerships. In the event any work is subcontracted, the Contractor shall require its subcontractor(s) similarly to provide worker's compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

2. Commercial general liability (CGL) insurance with the City as an additional insured, in the minimum amount of \$2,000,000 per occurrence with a \$3,000,000 general aggregate and \$3,000,000 products completed operations aggregate. These limits can be covered either under a CGL insurance policy alone, or a combination of a CGL insurance policy and an umbrella insurance policy and/or a CGL insurance policy and an excess insurance policy. The policy shall protect the City, the Contractor, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the Contractor's operations under this Agreement, whether performed by the Contractor itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations. The policy shall be amended to waive any right to recovery or subrogation from the City for any and all losses.

3. Professional liability insurance in an amount of not less than \$5,000,000 per occurrence and a \$5,000,000 annual aggregate limit, with specific endorsements for ambulance and EMT services.

4. Commercial automobile liability insurance that provides coverage for owned, hired and non-owned automobiles and that has an endorsement adding coverage for ambulance services and activities, with the City listed as an additional insured, in the minimum amount of \$2,000,000 per occurrence with a \$5,000,000 general aggregate. The policy shall be amended to waive any right to recovery or subrogation from the City for any and all losses. These limits can be reached either with a commercial automobile liability insurance policy alone, or with a combination of a commercial automobile liability insurance policy and an umbrella insurance policy and/or a commercial automobile liability insurance policy and an excess insurance policy.

7. RULES & REGULATIONS. The Contractor shall obey all laws, ordinances, regulations, and rules of the federal, state (including but not limited to Utah State Code, §26-8a), county, and municipal governments that are applicable to its operations. Said laws include, but are not limited to, the Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety & Health Administration (OSHA) laws, Family Medical Leave Act (FMLA), Health Insurance Portability and Accountability Act (HIPAA), and the Americans with Disabilities Act (ADA). Any violation of applicable law shall constitute a breach of this Agreement and the Contractor shall hold the City harmless from any and all liability arising out of, or in connection with, said violations including any attorney's fees and costs incurred by the City as a result of such violation.

8. FORCE MAJEURE. Any prevention, delay, or stoppage of performance of Contractor's obligations hereunder due to acts of God, government regulations, threat or acts of terrorism, disaster, strikes, or any other cause beyond the Contractor's control shall not be deemed to be a breach of this Agreement or a violation of or failure to perform hereof.

9. INDEMNIFICATION. The parties hereby indemnify each other as follows:

(a) The Contractor shall indemnify, save harmless, and defend the City, its officers and employees, from and against all losses, claims, demands, actions, damages, costs, charges, and causes of action of every kind or character, including attorney's fees, arising out of the Contractor's intentionally wrongful, reckless, or negligent performance hereunder. If the City's tender of defense, based upon this indemnity provision, is rejected by the Contractor, and the Contractor is later found by a court of competent jurisdiction to have been required to indemnify the City, then in addition to any other remedies the City may have, the Contractor shall pay the City's reasonable costs, expenses, and attorney's fees incurred in proving such indemnification, defending itself or enforcing this provision.

Nothing herein shall be construed to require the Contractor to indemnify the City against the City's own negligence.

(b) The City shall indemnify, save harmless, and defend the Contractor, its officers and employees, from and against all losses, claims, demands, actions, damages, costs, charges, and causes of action of every kind or character, including attorney's fees, arising out of the City's intentionally wrongful, reckless, or negligent performance hereunder. If the Contractor's tender of defense, based upon this indemnity provision, is rejected by the City, and the City is later found by a court of competent jurisdiction to have been required to indemnify the Contractor, then in addition to any other remedies the Contractor may have, the City shall pay the City's reasonable costs, expenses, and attorney's fees incurred in proving such indemnification, defending itself, or enforcing this provision. Nothing herein shall be construed to require the City to indemnify the Contractor against the Contractor's own negligence.

10. **REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES.** The Contractor represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

11. **INDEPENDENT CONTRACTOR.** The Contractor is not an employee of the City for any purpose whatsoever. The Contractor is an independent contractor at all times during the performance of the services specified herein.

12. **NOTICES.** All notices shall be directed to the following addresses:

The City: Salt Lake City Corporation  
Fire Department  
Attention: Fire Chief  
315 East 200 South  
Salt Lake City, UT 84111

The Contractor: SW General, Inc.  
dba Southwest Ambulance  
Attention: Barry Landon  
222 E. Main  
Mesa, AZ 85201

13. **ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other party.

14. **NO THIRD PARTY RIGHTS.** The Contractor's obligations are solely to the City and the City's obligations are solely to the Contractor. This Agreement shall confer no third party rights whatsoever.



15. GENERAL TERMS OF THE AGREEMENT.

A. This Agreement embodies the entire Agreement between the parties and shall not be altered except in writing signed by both an authorized representative of the Contractor and by the City's Mayor or Mayor's designee. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the City. The intent of the parties is that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

B. If any provision of this Agreement is found to be illegal, invalid, or unenforceable by a court having jurisdiction, all remaining provisions of this Agreement shall remain in full force and effect.

16. GOVERNING LAW. This Agreement shall be enforced in the State of Utah and governed by Utah law.

17. RIGHTS AND REMEDIES NOT WAIVED. The Contractor contracts and guarantees that the work herein specified shall be completed without further consideration than that provided for in this Agreement; and that the acceptance of work herein and the consideration therefore shall not be held to prevent maintenance of an action for failure to perform such work in accordance with this Agreement. In no event shall any action by the City constitute or be construed to be a waiver by the City of any breach or default and shall in no way impair or prejudice any right or remedy available to the City with respect to such breach or default.

A. It is further agreed that no right or remedy granted herein or reserved to the City is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without consent of the City.

B. Forbearance or indulgence by the City shall not constitute a waiver of any covenant or condition to be performed pursuant to this agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

SALT LAKE CITY CORPORATION

By   
Name: Charles M. Querry  
Title: Fire Chief

ATTEST AND COUNTERSIGN:

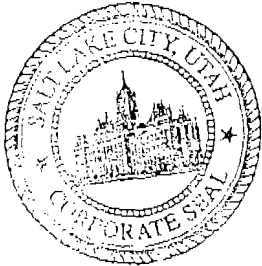
RECORDED

Christina Neale DEC 15 2005  
Deputy City Recorder Date

CITY RECORDER

APPROVED AS TO FORM:

S. Resner 15 DECEMBER 2005  
Senior City Attorney Date



SW GENERAL, INC. \DBA\ SOUTHWEST  
AMBULANCE

By Barry Landon  
Name: Barry Landon  
Title: President

ACKNOWLEDGMENT

STATE of Arizona )  
County of Maricopa )

The foregoing Agreement was acknowledged before me this 14 day of

December, 2005, by Barry Landon, the President of SW GENERAL, INC. \DBA\  
SOUTHWEST AMBULANCE, an Arizona corporation.



Patricia Lee Gaspar  
NOTARY PUBLIC, residing in  
Maricopa County  
My Commission Expires: 9-15-2007

The following persons participated in the development of this Agreement.

Scott D. Freitag  
Scott D. Freitag  
Salt Lake City Fire Department

Michael D. Shabkie  
Michael D. Shabkie  
Southwest Ambulance

## EXHIBIT "A"

### SCOPE OF WORK

#### 911 BLS AMBULANCE SERVICE

##### I. GENERAL

- A. The Contractor, if doing business under an assumed name, i.e. an individual, association, partnership, corporation, or otherwise, shall be registered with the Utah State Division of Corporations and Commercial Code. The Contractor shall also obtain a Salt Lake City Business License prior to providing service hereunder.
- B. The Contractor shall assume full responsibility for damage to City property caused by the Contractor's employees or equipment as determined by designated City personnel.
- C. The Contractor shall be solely responsible for the safety and conduct of the Contractor's employees and others relative to the Contractor's work, work procedures, material, equipment, transportation, signage, and related activities and equipment.
- D. The Contractor shall possess and keep in force all licenses and permits required to perform the services of this Agreement.
- E. Contractor's employees providing service under this Agreement shall be certified by the Utah Department of Health, Bureau of Emergency Medical Services; Utah State Code §26-8a-101 et seq. The City may ask for proof of such certification at anytime during the term of this Agreement.
- F. No guarantee of the actual service requirement is implied or expressed by this Agreement. Service requirements shall be determined by actual need.
- G. Prior to notice to proceed, the Contractor shall submit its company safety program to the SLCFD addressing specific work activities and associated hazards. The safety program shall be in compliance with Utah Occupational Safety and Health Administration ("UOSHA") regulations, Environmental Protection Agency ("EPA") regulations, National Fire Protection Association ("NFPA") regulations, Utah Department of Transportation ("UDOT") regulations, and any other federal, state, or local regulations. The safety program shall include requirements applicable to the scope of its work, the protection of its employees and the patient. The safety program shall include the operations of the Contractor's subcontractors, if any.
- H. The Contractor agrees to participate fully with the City in a range of joint training activities and events. The City and the Contractor shall regularly meet to develop joint training activities and events to achieve the purposes of this Agreement.

## II. RESPONSIBILITIES OF THE CONTRACTOR

The responsibilities of the Contractor include, but shall not be limited to, the following:

- A. Contractor shall provide emergency 911 BLS Ambulance Service seven days a week, twenty-four hours a day as necessary to meet the emergency medical transport needs within the entire geographic area of Salt Lake City, Utah, sometimes referred to herein as the "Geographic Service Area." No areas of Salt Lake City shall be excluded or orphaned from the Geographic Service Area which is to be covered by this Agreement.
- B. Communication System. All ambulances shall be equipped with instant two-way transmission and receiving communication equipment. The system shall be licensed by the Federal Communications Commission ("FCC") or any successor entity of the FCC. In order to achieve integration of their respective radio equipment, the parties agree that the City has obtained or shall obtain the necessary licenses for radio frequencies to be used jointly and cooperatively by the parties hereto for the purpose of dispatching and monitoring responses to 911 situations during the term of this Agreement. Ambulances dispatched on one of such frequencies shall remain on that frequency until the incident has been completed, except as necessary to contact Medical Control. Authority to utilize this frequency shall be contingent upon written approval from the FCC. The Contractor shall maintain and use the radio frequencies licensed by the City from the FCC from time to time.
- C. Dispatch. The Contractor shall furnish and manage ambulance dispatch and communication services or may contract with the City for such services. Such services shall include, but not be limited to, dispatch personnel, in-service training, quality improvement monitoring, and related support services. The Contractor shall operate or contract with an Accredited Center of Excellence through the National Academies of Emergency Dispatch ("NAED") within one year from the date of execution of this Agreement. Contractor shall cooperate and participate with the City in obtaining City Communications Center accreditation by the NAED.
  - 1. Location of Contractor's Dispatch Center. Contractor's ambulance dispatch personnel may be co-located in the City's Dispatch Services facility or other location chosen by Contractor. Contractor shall comply with existing and future City Communications Center Standard Operating Procedures or Center guidelines related to the conduct and appearance of personnel.
  - 2. Interface. Contractor's communications system, including radios, computer software, and other future communications system components, shall fully interface with the City's radio system, the Computer Aided Dispatch (CAD) system, the telephone system, the enhanced 911 system, or other future similar systems or upgraded systems. In the event of future system enhancements, Contractor shall maintain at Contractor's expense, full interface with such future system as the City, at City's sole discretion, may institute.
  - 3. Computer Aided Dispatch (CAD) System. Contractor shall either have and use its own CAD system or may contract to use the City's CAD system to record dispatch information for all requests for service. Contractor shall fund any modifications, additions, or custom programming necessary for Contractor to use the CAD system to manage ambulance operations, either concurrently, or retrospectively. Contractor shall

provide access to such CAD reporting functions in the offices of the Communication Center managers, License Officer, and Dispatch Quality Assurance officer. This shall include all computerized templates and user definable fields and other tools Contractor develops for use with the City CAD to produce response time compliance reports.

4. Automatic Vehicle Locations ("AVL") System. Contractor may provide and utilize an AVL system that is integrated with the City's CAD system. If the City implements an AVL system, the Contractor shall also implement an AVL system that shall be integrated with the City's system. Contractor shall provide for itself all radio frequencies necessary to fully support the AVL infrastructure. Contractor shall allow City to utilize the AVL infrastructure to add vehicles to the system so that all medical units, including Contractor's ambulances, supervisor and support vehicles, as well as City vehicles can be observed and tracked from the City Communications Center. Contractor shall provide access to CAD reporting functions and the AVL system in the office of the City's Communication Center.

5. City Medical Priority Dispatch System ("MPDS") and Fire Priority Dispatch System ("FPDS"). Contractor shall use the MPDS and FPDS protocols authorized by the SLCFD Dispatch Steering Committee. Contractor understands that changes to these MPDS and FPDS dispatch protocols may be necessary and that the Contractor, the City Dispatch Steering Committee, and the Medical Director may discuss such changes, but that the Dispatch Steering Committee shall have the ultimate authority to determine dispatch protocols which include dispatch priorities. Contractor understands that City 911 call takers shall initially process and prioritize EMS calls that originate through 911.

6. Emergency Medical Dispatch Certification, Training, and Continuing Education. Contractor shall provide at Contractor's expense, in cooperation with the SLCFD, initial and ongoing Emergency Medical Dispatch Certification training and all continuing education necessary for certification and recertification of Contractor's dispatch personnel.

7. Dispatch Center Personnel. The Contractor's dispatch office shall be staffed only by persons holding certification issued by the NAED and State Emergency Medical Dispatch ("EMD") certification. Contractor shall staff the dispatch center with sufficient personnel, but with a minimum of two (2) persons.

8. Automated Emergency Medical Dispatch. Contractor agrees to provide technology necessary to automate the EMD process. Contractor shall provide ProQA or other comparable software that facilitates call prioritization, dispatch and pre-arrival instructions as approved by the Dispatch Steering Committee. Contractor shall also provide EMD cards for use in instances of CAD failure. Contractor agrees to fund updates to the EMD system.

9. Emergency Medical Dispatch Quality Assurance.

- a. Contractor agrees to provide a monthly report of compliance with dispatch protocols by Contractor's dispatch personnel. This report shall be due to the Medical Director and Contract Administrator in the format specified by the Medical Director within thirty (30) calendar days following the month for which the report pertains.
- b. Contractor agrees to provide technology necessary to automate EMD quality assurance process. Contractor shall provide AQUA, the quality assurance computer software component for the ProQA program, or

other comparable software that facilitates assessment of call takers' compliance with call taking standards, call prioritization, and pre-arrival instructions. The Contractor shall assign at least one person to participate in the joint Communications Center Quality Assurance/Improvement process. Contractor agrees to provide the necessary funding and training for the appropriate certification of Contractor's Communications Quality Assurance/Improvement personnel.

10. Contractor Ambulance Deployment. To achieve optimal deployment of ambulances, Contractor agrees to utilize computer software technology that will continuously monitor efficiency and compliance within the Salt Lake City ambulance system, both overall and within each Response District, and which allows for immediate Contractor adjustments in ambulance deployment. Contractor shall implement this software by the end of the first contract year and shall use it thereafter. Contractor shall provide reports to the Battalion Chief of the Medical Division and the Contract Administrator.

11. Standby Service. It is specifically agreed between the parties that should it be necessary for the Contractor to respond to an incident requiring a "standby" for any length of time (e.g.; a fire; a hazardous material spill or situation; or any other type of potential special rescue situation) there shall be no fee charged for the time the ambulance is standing by and only when the Contractor becomes actively involved in patient carriage shall any fees whatsoever be charged. A standby situation is when the Contractor is called out to an incident by the City's dispatcher where the primary purpose is for an ambulance to standby and be available in case a firefighter is injured.

D. Response Times Requirements.

1. Definitions. For purposes of this Agreement, the following definitions of type of calls for 911 BLS Ambulance Service shall apply:

- a. Life-Threatening Emergency and/or Medical Priority Dispatch System ("MPDS") code with Charlie, Delta, Echo response: Situation determined by the dispatcher, in accordance with the Medical Director approved telephone protocols, which would likely result in the loss or quality of life without immediate intervention.
- b. Non-life Threatening Emergency or MPDS code with Omega, Alpha or Bravo response: Situation determined by the dispatcher, in accordance with Medical Director approved telephone protocols, which requires immediate medical attention but would not likely result in the loss or quality of life without immediate intervention.

2. City-wide Maximum Allowable Response Times. The Contractor shall operate the ambulance service so as to achieve compliance city-wide for each priority defined below for Contractor (Ambulance), each month. First responder and paramedic response times are shown for informational purposes only.

A	B	C	D
	Response Time 1 <sup>st</sup> Responders	Response Time Contractor (Ambulance)	Response Time Paramedics

1	<b>Omega Calls</b>	<7:59 Minutes 90%	When requested, <12:59 Minutes 90%	<7:59 Minutes 90%
	Response Mode	No lights or sirens	As requested	Lights and sirens
2	<b>Alpha Calls</b>	<7:59 Minutes 90%	<12:59 Minutes 90%	<7:59 Minutes 90%
	Response Mode	No lights or sirens	No lights or sirens	Lights and sirens
3	<b>Bravo Calls</b>	<7:59 Minutes 90%	<12:59 Minutes 90%	<7:59 Minutes 90%
	Response Mode	No lights or sirens	No lights or sirens	Lights and sirens
4	<b>Charlie Calls</b>	<4:59 Minutes 90%	<7:59 Minutes 90%	<7:59 Minutes 90%
	Response Mode	Lights and sirens	Lights and sirens	Lights and sirens
5	<b>Delta Calls</b>	<4:59 Minutes 90%	<7:59 Minutes 90%	<7:59 Minutes 90%
	Response Mode	Lights and sirens	Lights and sirens	Lights and sirens
6	<b>Echo Calls</b>	<4:59 Minutes 90%	<7:59 Minutes 90%	<7:59 Minutes 90%
	Response Mode	Lights and sirens	Lights and sirens	Lights and sirens

- a. Life Threatening Emergency or Charlie, Delta, Echo calls. On not less than ninety percent (90%) of all presumptively defined life-threatening emergency requests is determined by the dispatcher in accordance with Medical Director approved telephone protocols, and originating within the City, the Contractor shall produce an ambulance response time of seven minutes, fifty-nine seconds (479 seconds) or less.
- b. Non-life-Threatening Emergency or Omega, Alpha, Bravo calls. On not less than ninety percent (90%) of all presumptively defined non-life-threatening emergency requests, as determined by the dispatcher in accordance with Medical Director approved telephone protocols, and originating within the City, the Contractor shall produce an ambulance response time of twelve minutes, fifty-nine seconds (779 seconds) or less.

3. Response Time Calculations.

- a. For all ambulance response times described above, the response time calculation shall start at the time the ambulance is documented as assigned to a response in the City's CAD or time-stamped if using the manual system. The response time calculation shall stop by transmission from Contractor's ambulance or transmission from an authorized ground mutual aid ambulance of the "ambulance arrived on scene" status signal to CAD. Such transmission shall not be made until the ambulance actually arrives at the specific address or location dispatched. In the instance of apartment or business complexes, the "ambulance arrived on scene" status signal transmission shall not be made until the ambulance actually arrives at the point closest to the specified apartment or business to which it can reasonably be driven. Arrival on the scene of a First Responder unit or supervisor's vehicle shall not stop the response time calculation. In instances when the ambulance fails to report "ambulance

arrived on scene", the dispatch CAD time stamp of the next communication with the ambulance during which a statement is recorded in the CAD verifying that the ambulance is on scene, shall be used as the "ambulance arrived on scene" time.

Only ambulance service requests originating in Salt Lake City, including transport, no-transport, and mutual aid received calls, shall be included in response time calculations and be subject to Late Response Reasonable Penalties. When multiple ambulances are dispatched to a single incident, the arrival time of the first ambulance to arrive shall be the on scene time used in the response time calculation for that incident, and response times of additional units shall be excluded from compliance calculations. Responses originating outside of Salt Lake City shall be reported but are not subject to response time requirements.

- b. The maximum allowable response times described above shall be waived on calls where multiple ambulances are required on the same call, except for the first responding ambulance. However, Contractor shall endeavor to have all required ambulances on site as soon as is practical. The same applies where multiple ambulances are dispatched to different locations in and around the same time. The Contractor shall respond in order of priority per the City's Dispatch Center.
- c. In cases of Force Majeure, the response times shall be extended in accordance with the National Fire Protection Association Standard 1710.
- d. Upgrades, Downgrades, Reassignments, and Disregards
  - i. Upgrades: If a response is upgraded prior to the first ambulance arriving on scene, compliance with response time requirements and reasonable penalties shall be calculated based on the shorter of:
    - Time elapsed from dispatch time, as specified in this section time of upgrade plus the higher priority response time standard, or
    - The lower priority response time requirement.
  - ii. Downgrades: Downgrades may be initiated by Emergency Medical Dispatchers when information not available when the response was dispatched becomes available that indicates, in strict accordance with Medical Director approved telephone protocols, that the response should have been dispatched at a lower priority. Downgrades may also be initiated by the SLCFD Incident Commander arriving on scene prior to the ambulance. If a response is downgraded prior to the arrival on scene of the first ambulance, the Contractor's compliance with response time standards and reasonable penalties shall be calculated based on:



- The lower priority response time standard, if the ambulance is downgraded before it would have been judged "late" under the higher priority response time standard, or
  - The higher priority response time standard, if the ambulance is downgraded after it would have been judged "late" under the higher priority response time standard.
- iii. Reassignment Enroute: If an ambulance is removed from a response by the Contractor prior to arriving on scene and another assigned to the response, the elapsed response time shall not end until an ambulance arrives on the scene. Should the response exceed the maximum allowable response time standard, the Contractor's compliance and reasonable penalties shall be calculated based on the response time standard applicable as specified above.
- iv. Disregarded Enroute: If an ambulance is cancelled (disregarded) enroute prior to an ambulance arriving on scene, and no ambulance is required at the location dispatched, the response shall end at the moment of cancellation. At the moment of cancellation, if the elapsed response time exceeds the response time requirement for the assigned priority of the call, the ambulance shall be determined to have exceeded the maximum allowable response time standard, the response shall be counted in the total number of responses used to determine compliance, and the appropriate reasonable penalties shall be assessed. At the moment of cancellation, if the elapsed response time does not exceed the maximum allowable response time requirement for the assigned priority, the response shall also be counted in the total number of responses used to determine compliance.
- e. Response Times Outside of Salt Lake City Service Area. The Contractor shall not be held accountable for response time compliance for any response dispatched to a location outside of the City. Responses to requests for service outside the City shall not be counted in the total number of responses used to determine compliance.
- f. Each Incident A Single Response. Each incident shall be counted as a single response regardless of the number of ambulances that respond. The dispatch time of the first ambulance dispatched and the on scene time of the first arriving Contractor or authorized mutual aid ground ambulance shall be used to compute the response time for the incident.
4. Unusual Circumstances. In the event of unusual circumstances beyond the Contractor's reasonable control that affects response time compliance, the Contractor may request from the Contract Administrator an exemption from a response time standard. Unusual circumstances shall be limited to: (i) unusually severe weather conditions, (ii) declared disasters, or (iii) unforeseen periods of unusually high demand for ambulance services. Unusually high demand for ambulance services shall be defined as follows: For the hour of the week for which an exemption is requested, the Contractor must demonstrate that at the moment the call was received, that the number of emergency ambulance calls dispatched and being worked simultaneously exceeds the product of the following:

Overload = any calls > 9 calls that occur within any one hour.

Equipment failures, traffic congestion, ambulance failures, inability to staff ambulances, and other similar causes shall not be grounds for granting an exemption to compliance with response time standards.

5. Request for Exemption from Response Time Standards. Contractor must submit a written request for any response time exemption identifying the specific time period, the circumstances during the time period, and all late responses during the time period. Detailed documentation shall be provided to the Contract Administrator with the Monthly Report. If no request for exemption is made within thirty (30) calendar days following the month in which the responses in question occurred, the Contractor shall be ineligible to request exemption for those responses. The Contract Administrator shall review the request for exemption and issue a determination. In the event that the request is not granted, Contractor may appeal within ten (10) business days of the decision to the City's Fire Chief. The decision of the City's Fire Chief in these matters shall be final. Equipment failures, traffic congestion, ambulance failures, inability to staff ambulances, and other similar causes will not be grounds for granting an exemption.

6. Request to Contest CAD Data. In any instance in which Contractor contends that data documented in the dispatch computer's (CAD) searchable fields, such as dispatch or on scene times, or response priority, are inaccurate, such as when a no "ambulance arrived on scene" status signal is received by CAD or is received after the actual on scene time, the Contractor may present evidence substantiating different data. Detailed documentation, including but not limited to CAD printouts and AVL data, shall be provided with the Monthly Report. If no request to contest data is received within thirty (30) calendar days following the month in which the responses in question occurred, the Contractor shall be ineligible to contest data. The Contract Administrator shall review the request for exemption and issue a determination. In the event that the request is not granted, Contractor may appeal within ten (10) business days of the decision to the City's Fire Chief. The decision of the City's Fire Chief in these matters shall be final.

E. Reasonable Penalties. The City and the Contractor have agreed that the following penalties are reasonable and that the Contractor shall be subject to such reasonable penalties for the reasons or situations described herein. The City shall determine and notify the Contractor of any such reasonable penalties incurred within one hundred twenty (120) calendar days after the last day of the event(s) causing the incurrence of the reasonable penalties.

1. Penalties Deemed Reasonable. Contractor understands and agrees that the failure to comply with any time, performance or other requirement or standard in this Agreement will result in damage to the City and that it is and will be impracticable to determine the actual amount of such damage whether in the event of delay, nonperformance, failure to meet standards, or any other deviation. Therefore, Contractor and City contract and agree that the penalties specified in this Agreement are reasonable. It is also expressly understood and agreed that the remedies of City in the event of Contractor's default or minor or major breach of any term of this Agreement are not limited to reasonable penalties provisions. All reasonable penalty amounts may be withdrawn from the irrevocable standby performance letter of credit provided by Contractor in accordance with this Agreement if the reasonable penalties are not received by City within thirty (30) calendar days after receipt by Contractor of notice of the assessment of such reasonable penalties.

2. Late Response Reasonable Penalties. For each response which originates within the City for which the response time exceeds the response time standard specified in this agreement, City shall assess reasonable penalties of twelve dollars (\$12.00) per minute for each minute in excess of the required response time up to a maximum of five hundred dollars (\$500.00) per occurrence. For purposes of calculating response time reasonable penalties, a fraction of a minute is to be rounded up to the next minute. Late Response Assessment, if any, shall begin effective upon the commencement of service under this Agreement. Such penalties shall not be assessed until after the end of each quarter.

3. Non-Performance Reasonable Penalties.

a. City-Wide Non-Performance Penalties. In the event that city-wide response time compliance for life-threatening calls (designated as Echo, Delta, and Charlie) responses falls below ninety per cent (90%) for any month, the reasonable penalties in the following chart shall be assessed in addition to any other reasonable penalties.

Compliance	Month 1	2 <sup>nd</sup> Continuous Month	3 <sup>rd</sup> Continuous Month	4 <sup>th</sup> Continuous Month*	5 <sup>th</sup> Continuous Month*
89%	\$ 7,000	\$14,000	\$21,000	\$42,000	\$84,000
88%	\$ 9,000	\$18,000	\$27,000	\$54,000	\$108,000
87%	\$10,000	\$20,000	\$30,000	\$60,000	\$120,000
86%	\$11,000	\$22,000	\$33,000	\$66,000	\$132,000
85%	\$12,000	\$24,000	\$48,000	\$96,000	\$192,000

\* After three continuous months of non-compliance, the Contractor is in major breach. Failure to meet response time requirements for at least ninety per cent (90%) of all life-threatening responses each month for three consecutive months or for any four months within any 12 consecutive months shall be a major breach. Reasonable penalties continuing after month 3 (Major Breach), if any, shall be calculated by using the amount in the Month 3 column as the base reasonable penalties so that reasonable penalties increase by 100% of this base each month. For example, after three continuous months of non-compliance being 89%, 87% and 88%, non-compliance during Month 4 (Major Breach) is 89% and Month 5 (Major Breach) is 88%, respectively. Reasonable penalties would be \$42,000 for Month 4 and \$108,000 for Month 5.

b. Calculation. Response time compliance shall always be rounded down for purposes of response time reporting and reasonable penalties calculation. For example, 89.9% shall be rounded down to 89%.

Reasonable penalties for City-Wide Non-Performance Penalties continuing after Month 3 shall be calculated by using the amount in the

Month 3 column as the base reasonable penalties so that reasonable penalties increase by 100% of this base each month. For example, after five continuous months of City-Wide non-compliance (Major Breach) being 89%, 87%, 88%, 89% and 88%, respectively, the corresponding reasonable penalties would be \$7,000, \$20,000, \$27,000, \$42,000 and \$108,000.

4. Non-compliance Reasonable penalties.

- a. Two hundred and fifty dollars (\$250.00) for each business day that any monthly report required in this Agreement is not received by the Contract Administrator within thirty (30) calendar days following the month for which the report pertains.
- b. Two hundred and fifty dollars (\$250.00) for each business day after two business days that a report (other than a monthly report) or task is not completed as directed by the Medical Director.
- c. Five hundred dollars (\$500.00) for any occurrence of the failure to have equipment or supplies on any ambulance as directed or specified by the UDOH/BEMS or by the Medical Director.
- d. Two hundred and fifty dollars (\$250.00) for failure to immediately contact the Battalion Chief of the Medical Division or Contract Administrator when any below standards equipment or staffing situation occurs which has the potential to affect the health and safety of the citizens of Salt Lake City including without limitation: (i) less than seven (7) ambulances during peak periods being on-duty and in-service for emergency response, (ii) less than six (6) ambulances during non-peak periods being on-duty and in-service for emergency response, (iii) any occurrence of a motor vehicle accident involving significant damage to property or any personal injury in which an ambulance is involved.
- e. Fifty dollars (\$50.00) for failure to remain on the assigned radio frequency during any response situation involving a 911 call.
- f. Fifty dollars (\$50.00) per day for any other performance failure or major breach of this Agreement until such failure or breach is cured.

5. Performance Incentive. For every quarter (defined as Oct.-Dec., Jan.-Mar., Apr.-June, and July-Sept.) during which the Contractor's verifiable system-wide response time performance exceeds 90% in all response time categories the City shall waive all per minute response time Reasonable penalties for all responses during that quarter. Such waiver does not apply to City-Wide Non-Performance Reasonable Penalties.

F. Reports. Contractor shall furnish the following reports to the City.

1. Monthly Reports. Monthly reports are due no later than thirty (30) calendar days after the final day of the month reported.

- a. Monthly Response Time Report. For each incident for which a response is dispatched, the monthly response time compliance report shall include, but not be limited to: a unique call number which shall be the call number generated by the City dispatch computer or another number that a City reviewer can easily link to the call number generated by the City dispatch computer; the dispatch date, dispatch time, on scene time, time transport is begun, time transport ends, identification number of the ambulance(s) that arrive on scene, response mode linked to the dispatch, and on scene or cancel/disregard times necessary to calculate the response time. For calls disregarded enroute, upgraded or downgraded, or reassigned enroute, the aforementioned items shall be reported in a format that clearly shows the unique measurements required in this Agreement. For calls on which multiple ambulances arrive on scene, although only the first ambulance to arrive is included in compliance calculations, the responses of all ambulances that arrive on scene shall be reported. This report shall not be merely a compiled statistical report. The Monthly Response Time Report shall include all mutual aid given and mutual aid received response, including the city or other entity giving or receiving aid.
- b. Excess Time Event. For calls which result in response times in excess of those specified in this Agreement, the Monthly Response Time Report shall include the number of ambulances in-service at the time of the excess time event, the number of those ambulances dedicated to responses, and the incident numbers and priorities of those responses.
- c. Requests for Exemption from Response Time Standards. Any requests for exemption from response time standards shall be made with the Monthly Response Time Report. If no such request is received by the deadline required herein, no such request shall be considered in compliance calculations.
- d. Monthly Unit Hour Utilization Report. The monthly unit hour utilization compliance report shall include, but not be limited to, the number of unit hours produced during every hour of every day. To calculate the unit hour utilization ratio, divide the total number of ambulance transports per month by the total number of unit hours in the same one-month period. A unit hour shall be defined as each hour that a fully staffed and equipped ambulance unit is on duty and available to respond to calls.
- e. Monthly Report of Public Education Activities and Community Service Standbys. This report shall include, but not be limited to the number of activities and the type of activity (e.g. CPR class, ambulance standby). Other information must be provided when necessary to prove fulfillment of contractual obligations, including but not limited to, the number of hours service was provided, or the number of public service announcements published.

- f. Patient care reports. The Medical Director has the right to inspect patient care reports for purposes of maintaining and ensuring quality of medical care in the Salt Lake City EMS system. To facilitate this review, Contractor's personnel shall complete a patient care report form as specified by the Medical Director for all patients for whom care is rendered, regardless of whether such patient is transported. Contractor shall make these records available to the Medical Director each month.

2. Other Reports.

- a. Below Standards Equipment/Staffing Report. This report of any below standards equipment or staffing situation which has the potential to affect the safety, health, and welfare of the citizens of Salt Lake City shall be due immediately to the Battalion Chief of the Medical Division, and a written report is due no later than two business days after such below standards equipment or staffing situation occurs.
- b. Annual Report. The Annual Report shall meet requirements specified in this Agreement.
- c. Report of Employees' Certifications. Contractor shall ensure that all of Contractor's personnel are appropriately certified at both the State and local levels, and shall furnish to the Contract Administrator documentation of same.
- d. Report of Progress in Developing Electronic Patient Care Report Capability. This report shall be provided as often as is necessary for the Contract Administrator to be informed regarding this project or as requested by the Contract Administrator.
- e. Report of Compliance with Dispatch Protocols. In the event that the City does not provide dispatch services for the Contractor, this shall be a report of compliance with dispatch protocols by Contractor's dispatch personnel. This report is due upon the date specified by the Dispatch Steering Committee, and shall have content and format specified by the Dispatch Steering Committee.
- f. Report of Patient/Customer Satisfaction. This report shall be provided biannually to the Contract Administrator, and shall contain tabulated results of comments and opinions gathered through satisfaction surveys.
- g. Copies of Complete Patient Reports and/or State Medical Incident Reports ("Smirfs") shall be provided monthly.
- h. Copies of Quality Improvement ("QI") reports shall be provided monthly. There are two reports due: one for dispatch quality improvement as generated by the Aqua program and one operations quality improvement report.

- i. Copies of Vehicle Maintenance Logs and Damage Occurrence and Repair reports. These reports shall be furnished to the City upon request.
- j. Copies of monthly Safety Reports covering vehicle and other accidents, injuries, hazardous material exposures, and other safety related problems. These reports shall be furnished to the City upon request.

3. Written Changes. Written changes to the Operations Response Plan, including the Contractor's Safety Program, are due to the Contract Administrator within ten (10) business days after the implementation date.

G. Major Breach.

1. Definitions Of Major Breach. Conditions and circumstances which shall constitute a major breach of this agreement by the Contractor shall include but not be limited to the following:

- a. Failure of Contractor to meet the response time requirements set forth in Section II, Paragraph E.3.a of Exhibit "A" of this Agreement;
- b. Accumulation of reasonable penalties that in the sole reasonable discretion of the Contract Administrator are excessive and represent a threat or danger to the safety, health, and welfare of the citizens of Salt Lake City;
- c. Failure of Contractor to operate the ambulance service in a manner which enables the City and Contractor or the City or Contractor to maintain and remain in compliance with the requirements of applicable federal, state, and local laws, rules and regulations;
- d. Failure to provide correct data or falsification of data supplied during the course of operations, including by way of example but not by way of exclusion, dispatch data, patient report data, response time data, financial data, or altering response code designations to enhance Contractor's apparent performance, or falsification of any other data required under this Agreement;
- e. Excessive and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period, where a "lame duck" period means any period during which this Agreement is active after either (1) notice of agreement termination has been provided, or (2) it is evident to the City that the current term will not, or cannot, be extended pursuant to the terms of the Agreement;
- f. Excessive failure to maintain equipment in accordance with manufacturer recommended maintenance practices;
- g. Excessive failure of Contractor's employees to conduct themselves in a professional and courteous manner or to present a professional

appearance as determined in the sole reasonable discretion of the Contract Administrator;

- h. Failure to submit required financial or other reports to the UDOH or BEMS as required by applicable rules or laws;
- i. Failure to comply with approved rate setting, billing, or collection provisions of this Agreement;
- j. Failure to comply with Most Favored Customer provisions of this Agreement;
- k. Failure of Contractor to cooperate with and assist the City after a major breach has been declared as provided for herein, even if it is later determined that such breach never occurred or that the cause of such breach was beyond Contractor's reasonable control;
- l. Acceptance by Contractor or any of Contractor's employees of any bribe, kick-back, or consideration of any kind in exchange for any consideration whatsoever, when such bribe, kick-back, or consideration of any kind on the part of Contractor or Contractor's employees could be reasonably construed by the City to be a violation of federal, state, or local law;
- m. Payment by Contractor or any of Contractor's employees of any bribe, kick-back or consideration of any kind to any federal, state, or local public official in exchange for any consideration whatsoever, when such consideration could be reasonably construed to be a violation of any federal, state, or local law;
- n. Failure to meet medical standards required in this Agreement or as reasonably required by the Medical Director;
- o. Failure of Contractor to maintain insurance in accordance with this Agreement;
- p. Failure to maintain a Performance Standby Letter of Credit with a federally insured banking institution with a debt rating of 1B or higher by the FDIC, BBB or higher by Standard & Poor's Corporation, Baa2 or higher by Moody's Investors Service, or a comparable rating issued by some other nationally recognized rating agency in the amount specified by the terms and conditions of this Agreement or as directed by the City Treasurer;
- q. Failure to submit audited financial statements prepared by a certified public accountant or public accounting firm for any parent company and Contractor within the specified time frame under the terms and conditions of this Agreement or as directed upon reasonable notice by the SLCFD's Financial Manager;



- r. Failure of the Dispatch Center to maintain accreditation through the NAED or an equivalent organization;
- s. Failure to comply with the Contractor's Safety Program and applicable UOSHA, EPA, NFPA, and UDOT regulations, guidelines, or recommendations; and
- t. Any other failure of performance, medical or other standards, or violation of law, as required in this Agreement and which is determined in the reasonable discretion of the Contract Administrator to constitute a major breach.

2. Provisions for Curing Breach.

- a. In the event of major or minor breach, the City shall give the Contractor written notice, return receipt requested, setting forth with reasonable specificity the nature of the breach. Within five (5) business days of receipt of such notice, the Contractor shall deliver to the City, in writing, a plan to cure such breach. The plan shall be updated, in writing, every five (5) business days until the breach is cured. The Contractor shall have the right to cure such breach within thirty (30) calendar days of receipt of notice of breach. If the Contractor fails to cure such breach within the period allowed for cure (such failure to be determined by the sole and absolute discretion of the City), or the Contractor fails to timely deliver the cure plan, or updates to the City, the City may immediately terminate the Agreement. The Contractor shall cooperate completely and immediately with the City and the State BEMS to affect a prompt and orderly transfer of all responsibilities to an approved licensed provider. Contractor shall be required to cooperate with the City and to continue to provide service until a replacement provider can assume service.
- b. The Contractor shall not be prohibited from disputing any findings of default through litigation, provided, however, that such litigation shall not have the effect of delaying, in any way, the transfer of operations to the replacement approved licensed provider. Such dispute by the Contractor shall not delay the City's access to funds made available by the Performance Standby Letter of Credit. These provisions are specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety. Any legal dispute concerning the finding that a default has occurred shall be initiated and shall take place only after the transfer of operations to a replacement approved licensed provider has been completed, and shall not, under any circumstances delay the process of transferring operations to such provider or delay the City's access to performance security funds under the Performance Standby Letter of Credit as needed by the City to finance such transfer of operations.
- c. The Contractor's cooperation with and full support of the City's termination of the Agreement, as well as the Contractor's immediate release of performance security funds to the City shall not be construed

as acceptance by the Contractor of the finding of default. However, failure on the part of the Contractor to cooperate fully with the City and the State BEMS to affect a smooth and safe transition shall itself constitute a breach of contract.

3. Provisions for Agreement Termination.

- a. In the event the Contract Administrator, with confirmation by the Salt Lake City Attorney's Office, determines that a major breach has occurred and the nature of the breach in the Contract Administrator's opinion is such that the public safety, health, and welfare are endangered, and after Contractor has been given written notice and a reasonable opportunity to correct the deficiency, not to exceed a thirty (30) calendar day time period except in the event of an emergency condition as determined by the Contract Administrator, the matter shall be presented to the City Attorney for review. If, after a review of the major breach, the City Attorney determines that a major breach has occurred, the City shall have the right to terminate this Agreement and notify the UDOH of such termination so that a replacement provider can be licensed. Contractor shall cooperate completely and immediately with the City to effect the transition to a new provider.
- b. These provisions are specifically stipulated and agreed to by both parties as being reasonable and necessary to the protection of public health and safety, and any legal dispute concerning the finding that a major breach has occurred shall be initiated and shall take place only after the agreement termination has been completed, and shall not under any circumstances delay the transition to a new provider or the City's access to performance guaranty funds as needed by the City to finance said transition of operations.
- c. Contractor's cooperation with and full support of such transition, as well as Contractor's immediate release of performance security funds to the City shall not be construed as acceptance by the Contractor of the finding of major breach, and shall not in any way jeopardize Contractor's right to recovery should a court later find that the declaration of major breach was made in error. However, failure on the part of the Contractor to cooperate fully with the City to effect a safe and smooth transition of operations shall itself constitute a major breach of this Agreement, even if it was later determined that the original declaration of major breach by the Contract Administrator was made in error.

4. Remedies. The existence of a major or minor breach by the Contractor, whether or not public safety and health is endangered, shall entitle the City to make a draw on the Performance Standby Letter of Credit upon written request of the Contract Administrator in the amount or amounts as determined by the Contract Administrator. Nothing in this section shall operate to limit the City's remedies under law, including those rights and remedies contained elsewhere in this Agreement.

H. Performance Guaranty.

1. Contractor expressly contracts that, in the event of major breach by the Contractor, Contractor shall work with the City to ensure continuous and uninterrupted delivery of services, regardless of the nature or causes underlying the breach. Contractor agrees and contracts that there is an obligation to assist City in every effort to ensure uninterrupted and continuous service delivery in the event of major breach, even if Contractor disagrees with the determination of major breach.

2. Performance Standby Letter of Credit. At least thirty (30) calendar days prior to the commencement of service, Contractor shall provide the City Treasurer with an irrevocable Performance Standby Letter of Credit in a form satisfactory to the City Treasurer. The amount of the Performance Standby Letter of Credit shall be two hundred fifty thousand dollars (\$250,000.00) issued by a federally insured (FDIC) banking institution with any one of the following debt ratings: 1B or higher by the FDIC; BBB or higher by Standard & Poor's Corporation; Baa2 or higher by Moody's Investors Service; or a comparable rating issued by some other nationally recognized rating agency. The federally insured banking institution on which the Performance Standby Letter of Credit is to be drawn shall be acceptable as determined by the City Treasurer. The Performance Standby Letter of Credit shall be used:

- a. To ensure the payment by Contractor of (i) any reasonable penalties in accordance with this Agreement, (ii) any expenses due to violations that result in a minor or major breach or agreement termination, and (iii) failure to make any payment owed by Contractor to City under this Agreement.

At any time, the City may draw on the Performance Standby Letter of Credit to satisfy such amounts. Contractor shall structure the Performance Standby Letter of Credit so that at any time prior to an agreement termination by the City, if the City draws upon the Performance Standby Letter of Credit and reduces the amount below two hundred twenty five thousand dollars (\$225,000.00) then the Contractor must restore the Performance Standby Letter of Credit to the level of two hundred fifty thousand dollars (\$250,000.00) within ten (10) business days. In no event shall the Contractor be required to replenish the Performance Standby Letter of Credit after an agreement termination has been effectuated by the City unless the Performance Standby Letter of Credit is not at the amount of two hundred fifty thousand dollars (\$250,000.00) at the time of agreement termination.

- b. To ensure the operation of the ambulance service after an agreement termination has been effectuated by the City including but not limited to, the cost of any unpaid PMA fees, any necessary rebidding, renewal, and/or negotiations, or any related administrative expenses.

3. Notice of Change. The Performance Standby Letter of Credit shall contain the following endorsement: "At least sixty (60) calendar days prior written notice shall be given to the City by the financial institution that has provided the Performance Standby Letter of Credit of any intention to cancel, replace, fail to renew, or materially alter this

Performance Standby Letter of Credit. Such notice shall be given by certified mail to the City Treasurer."

4. Contract Termination. In the event of an agreement termination by the City in accordance with this Agreement, the City may draw down the Performance Standby Letter of Credit from time to time in such amount or amounts as it may determine to cover any expenses or losses to the City due to the Agreement termination and as necessary to cover any fees due the City pursuant to the surviving provision of Paragraph O of this Section II.

5. City Retention of Performance Standby Letter of Credit. The Performance Standby Letter of Credit shall become the property of the City in the event that this Agreement is canceled by reason of major breach, default of the Contractor, or any other reason. The Performance Standby Letter of Credit shall be retained by the City and returned to Contractor at the expiration of Contractor's continued obligation to pay fees to the City pursuant to Paragraph O of this Section II after termination of this Agreement, provided there is no outstanding minor or major breach, default, unpaid reasonable penalties, other Contractor payment deductions, adjustments, taxes due by Contractor, or any other debts due to the City or to other entities by Contractor.

6. Rights Reserved. The rights reserved to the City with respect to the Performance Standby Letter of Credit are in addition to all other rights of the City, whether reserved by this Agreement or otherwise authorized by law, and no action, proceeding or right with respect to the Performance Standby Letter of Credit shall affect any other right the City has or may have.

I. Contractor Facilities and Resources.

The City prefers that Contractor locate and maintain its maintenance facility and billing office within the city limits of City. However, if this is not cost effective, due to economies of scale, such facilities may be located outside the city limits. Contractor must, however, at least maintain a toll-free telephone number providing access to a Contractor representative who can answer citizen's questions regarding ambulance bills. The Contractor shall also provide the SLCFD with after-hours telephone numbers of Contractor's supervisory personnel so that they can be called at any time that an emergency occurs.

J. Minimum Standards for Contractor Vehicles, Equipment, and Coverage.

1. Contractor shall employ whatever level of effort is necessary to achieve the response time standards and other performance results required by the terms of this Agreement. Superior response time performance early in a month is not justification to allow inferior response time performance late in the month. Therefore, Contractor shall minimize variations or fluctuations in response time performance according to day of the week or week of the month.

2. Peak period deployment is seven (7) ambulances. Peak periods and non-peak periods shall be established by mutual agreement of the parties. A total fleet size of not less than one hundred twenty-nine percent (129%) of peak deployment shall be maintained and shall include one (1) bariatric unit. At any moment Contractor shall

have in the City and response ready, at least 129% of the ambulances required at that time by the Operations Plan. Such Operations Plan shall be developed and agreed upon by the parties. Contractor shall have at least seven (7) ambulances on duty and in service during peak periods, at least two of which shall be four-wheel drive. Contractor shall have at least six (6) ambulances on duty and in service during non-peak periods, at least two of which shall be four-wheel drive. The SLCFD Dispatch Center shall be notified anytime less than seven (7) ambulances are on duty and in service during peak periods. The SLCFD Dispatch Center shall be notified anytime less than six (6) ambulances are on duty and in service during non-peak periods. To be on duty and in service for one (1) unit hour, an ambulance must be fully response ready, including being staffed by two persons as described herein who are properly listed in the City CAD as staffing the ambulance, for at least 30 minutes of any clock hour.

3. Ambulances shall be Type I or Type III and capable of carrying two (2) supine patients and meeting ambulance requirements for Utah State law. Other future, comparable vehicles conforming to the highest ambulance industry standards may only be substituted after approval by the Contract Administrator and Medical Director. All ambulances and other emergency response vehicles must display lettering which identifies them as serving Salt Lake City and identifies the Contractor's approved business name. The Contract Administrator must approve the use of Salt Lake City logos, trademarks, lettering or other commonly used City identification on ambulances. Ambulance numbers shall be displayed on the sides, front, and rear of ambulances. Exterior markings must be the same for all ambulances. Ambulances must be stocked with medical equipment and supplies according to the SLCFD's Medical Director's specifications and Utah State rules. These specifications may be modified from time to time with the Contractor having opportunity to provide input.

4. Only mechanically sound and serviceable vehicles may be used. No ambulance may have cumulative mileage of more than 175,000 miles. Contractor may request that the City inspect and approve vehicles for extended life beyond 175,000 miles based on superior maintenance and physical condition. The City shall not unreasonably withhold approval of extended vehicle use. In no event, shall any vehicle be permitted to remain in service after 200,000 miles.

5. The Contractor shall maintain all vehicles such that they appear clean and in well repair.

- K. Most Favored Customer. All factors of production employed by the Contractor in the performance of this Agreement whether leased or otherwise provided by City or other sources shall be devoted to the work of this Agreement. These "factors of production" include equipment, supplies, facilities, locally assigned personnel, and other production factors utilized by the Contractor in the performance of services in accordance with this Agreement. The intent of this provision is to establish the Contractor's local operations as resources fully contracted to the service of the City. The City shall not object to Contractor's request to employ Contractor's local resources in the performance of other work so long as service under this Agreement is not impaired. The City does not intend that by allowing the Contractor to use City assets, that these assets may be used to provide services outside the City without reimbursement to the City. Instead, the City shall approve Contractor's requests to render such outside services only if Contractor provides a method whereby such other customers participate, along with the City, in

covering a fair share of Contractor's fixed operating costs and overhead, thereby reducing accordingly and fairly the City's share of such fixed costs.

- L. Outside Work. Contractor shall not be prohibited from doing work outside the immediate scope of this Agreement either within or outside the City provided: (i) all such income shall be reflected in Contractor's financial documents and; (ii) Contractor's methods of producing such services are designed to enhance Contractor's peak load capacity in City, disaster readiness, and overall efficiency, in City; and do not detract from Contractor's ability to provide service in City. Contractor shall not utilize the factors of production used in the performance of this Agreement (e.g., personnel, equipment, facilities, communications systems, data processing equipment, medical direction, etc.) except as approved by the City. Approval for Contractor to do such other work may be granted by City if:
1. For ambulance service, the medical standards are the same as those required hereunder, including personnel standards, equipment standards, medical protocols, medications carried, and other standards of medical performance.
  2. That a fair means of sharing in costs of medical control and regulation is established.
  3. That the financial arrangements are such that revenues (i.e., subsidy payments or fees) derived from the work shall cover a fair share of system overhead, facility costs, communications system costs, and operating expenses.
  4. That response time requirements for ambulance service are performance-oriented, and that no provision for "dedicated" unit coverage is contained in the service agreement which might restrict Contractor's deployment/redeployment options.
- M. On-Scene Medical Control. The SLCFD has ultimate responsibility for scene control and patient care. The Uniform Salt Lake City Incident Command System ("ICS") and protocols, SLCFD policies, procedures, practices, and medical control shall control management of the activities at the scene, enroute to the scene, and in transport to the hospital.
1. Upon arrival at the scene where patient care is already in progress by a City paramedic or EMT, Contractor shall locate and make contact with the City Incident Commander for an information report on patient care. If requested, assist with such care under the direction of the Incident Commander until transfer of the patient to Contractor for transport unless City paramedic or EMT rides in the ambulance with the patient to the transport destination.
  2. Upon arrival at the scene by a SLCFD Incident Commander, where patient care is already in progress by the Contractor, the Incident Commander shall assume command of the scene and care of the patient. Contractor shall provide to the Incident Commander an information report on the condition of the patient and any treatment that has been provided. If further assistance is required by the Contractor prior to transfer of the patient to Contractor for transport, such assistance shall be under the direction of the Incident Commander. Under the direction of the Incident Commander and following the

SLCFD medical protocols, the highest medically certified person of either City or Contractor shall have responsibility for patient care.

- N. Private Transports. The terms of this Agreement do not apply to or affect or control seven digit telephone calls received directly by the licensed non-911 ambulance or paramedic service. The Utah Department of Health encourages all emergency medical transport providers to contact 911 when appropriate. For life threatening calls made directly to the Contractor, such calls shall be dispatched to the SLCFD to insure proper service to its citizens.
- O. Billing Information. The Contractor shall be responsible for all billings and collections for ambulance service rendered under the terms of this Agreement, including the billing of fees allowed by the BEMS for the SLCFD's paramedics when they ride with the patient on one of Contractor's ambulances to a health care facility (PMA Fees). For each situation where the SLCFD's paramedics accompany the patient in Contractor's ambulance to a health care facility or when they provide on-scene treatment and release of the patient, Contractor shall pay all such PMA Fees to the City within 100 days after the end of the month for which such fees were invoiced. Contractor shall use all reasonable means, including the services of a collection agency, necessary to collect all bills. Contractor shall include on all bills for ambulance service, including emergency, non-emergency and treat-no-transports, a local or toll free telephone number through which Salt Lake City citizens may inquire about their bills. All PMA or other fees now or hereafter authorized that are billable on behalf of the City's paramedic or other SLCFD providers shall be subject to this provision and remitted to the City.
- P. Public Relations and Education. In cooperation with and under the direction of the SLCFD, Contractor shall provide emergency medical information and education to citizens of Salt Lake City including but not limited to Contractor's and City's emergency medical services systems, first aid, CPR, injury prevention, and 911 system information for the duration of this Agreement and any extensions at no charge to City. Sufficient classes and events shall be provided to meet the public's demand. Fees charged citizens for classes shall be reasonable and competitive within the local market. Documentation of revenue from classes shall be provided to the City's Contract Administrator with each year's audited financial statements. Prior to providing any educational program or event or any public relations event, activity, or publication that addresses emergency medical system information or issues related to services addressed in this Agreement or emergency medical services for the Salt Lake City area, the Contractor shall first advise the City of its plans and shall seek the City's input regarding such educational program or event or such public relations event, activity, or publication.
1. Contractor's AED's Program. In an effort to increase access to lifesaving Automatic External Defibrillators (AED) throughout the City, the Contractor will develop and implement a public AED program that will include the direct donation of this advanced technology. Additionally, in collaboration with SLCFD, the Contractor will develop a community wide program that will coordinate education, quality assurance and charitable donation efforts that support this program throughout the contract term.

2. Internet Web Site. In collaboration with the SLCFD, Contractor shall develop an internet web site that provides information about their organization. The web site shall be regularly updated and include a schedule of upcoming public education classes and other events of interest to the public. The web site shall allow persons to electronically register for those classes and events.

Q. Statements and Audit Rights. Contractor shall provide financial information to the City that covers Contractor's operations in Salt Lake City under this Agreement and hereby grants the City the right to audit all applicable books and records maintained by or at the direction of Contractor, both physical and electronic, that are related to the services and terms of this agreement.

1. Financial Reporting Guide. The Contractor shall provide the City annually the Financial Reporting Guide required by law to the Bureau of EMS or equivalent report.

2. Document Review. The City or its agent or designee shall have the right to access and inspect the non-privileged books and records of Contractor's Salt Lake City 911 operations without notice. The City or its agent or designee shall have the right to access and inspect any other non-privileged books and records of Contractor, Contractor's parent corporation, or any other controlling or associated entity that maintains records applicable to the Salt Lake City 911 operations of Contractor.

R. Quality Control. Quality control inspections or quality improvement processes shall not relieve Contractor of the responsibility and duty to maintain the equipment, facilities, personnel, and operations strictly in accordance with this Agreement and in accordance with the highest standards in the ambulance industry.

1. Inspection of vehicles, equipment and facilities. In the interest of public safety and health and to review quality, the Medical Director or his/her designee, and/or the Contract Administrator or his/her designee shall have the right to inspect Contractor's vehicles, equipment, and facilities at any time to ensure that they are being properly stocked, equipped and maintained.

2. Patient care reports. The Medical Director has the right to inspect patient care reports for purposes of maintaining and ensuring quality of medical care in the Salt Lake City EMS system. To facilitate this review, Contractor's personnel shall complete a patient care report form as specified by the Medical Director for all patients for whom care is rendered, regardless of whether such patient is transported. Contractor shall make these records available to the Medical Director each month.

3. Customer satisfaction records and surveys shall be developed and maintained by Contractor and shall be made available to the City.

a. Inspection shall be provided for Contractor's records, including but not limited to complaint files. The Contract Administrator or his designee may request the content of information contained in Contractor's complaint files or other files or records maintained to determine customer satisfaction.



- b. Contractor shall regularly solicit patient/customer opinions regarding quality of service provided via customer surveys distributed to patients and other methods of collecting information. Contractor shall distribute surveys to also determine the level of satisfaction of patients and customers. All surveys shall be tabulated and results presented semi-annually to the Contract Administrator.

4. PROCESS FOR CONFLICT RESOLUTION. Conflicts between employees of the City and the Contractor shall be resolved at the lowest possible level. The following "Levels of Conflict Resolution" (from lowest level to highest level) are given as a guideline for resolving personality conflicts. However, if the situation demands bypassing a lower level to a higher level, then this can be done at the discretion of the SLCFD Captain or Battalion Chief.

- a. 1st Level of Conflict Resolution. The two employees (and/or crew) discuss the conflict during (or immediately following) the call and resolve. This should only happen if the patient care and/or public perception would not be negatively affected. Contractor's Supervisor and appropriate Salt Lake City Fire supervisor may or may not be notified.
- b. 2nd Level of Conflict resolution. The employees of the Contractor and SLCFD meet after the call (usually informally at the station) and resolve. Only involved parties should participate. The goal is to resolve the situation at the lowest possible level. A Contractor supervisor and appropriate SLCFD supervisor may or may not be notified.
- c. 3rd Level of Conflict Resolution. A meeting is set up using a Contractor supervisor and a SLCFD supervisor as conflict resolution facilitators. Only the involved parties should participate. Crews may be placed out of service. No higher-level managers should be present. However, Contractor or SLCFD management should be notified that the meeting is taking place.
- d. 4th Level of Conflict Resolution. Each agency's management will be consulted as to appropriate resolution, up to and including involvement of the State EMS agency.

5. The parties agree that there shall be established a Board of Review to direct the investigation of complaints received from any source with regard to ambulance service performed by the Contractor and to report the results of its investigation and recommendation to the Fire Chief within thirty (30) calendar days after receipt of said complaint. Said Board shall consist of the EMS Battalion Chief, the Emergency Medical Service Director, the SLCFD Medical director, and the Contract Administrator. On any complaint review, all affected parties shall have the right to be present. Conversely, the Contractor shall have the right to request the Board of Review to investigate improper conduct by members of the SLCFD.

- S. Personnel Certifications. Contractor is responsible for ensuring that all of its personnel hold valid State, local, and other certifications and licenses at all times as required to

meet the Contractor's responsibilities under this Agreement. When on duty and in-service, ambulances must be staffed by at least two (2) persons who must be certified by the Utah Department of Health ("UDOH") Bureau of Emergency Medical Services ("BEMS"). All of Contractor's personnel who render patient care in any capacity as the Contractor's representative, must hold Utah State certification or license. In addition to these requirements, all personnel who provide patient care must hold other current and appropriate certifications, licenses, and permits as required by the Medical Director.

- T. Mutual Aid. Contractor shall establish reasonable and effective mutual aid agreements with surrounding municipalities, corporations, or other entities, provided, however, any mutual aid providers must provide substantially medically equivalent services and each agreement is approved by the City. Contractor shall call the mutual aid provider that can supply an ambulance to the necessary location in the least amount of time. Contractor's Salt Lake City ambulances shall not be dispatched on mutual aid responses if doing so would reasonably compromise the Contractor's ability to provide emergency services within Salt Lake City.
- U. Medical Direction. Contractor agrees to adhere to rules for operation; patient treatment protocols; telephone protocols, dispatch protocols; and other protocols, policies, and/or procedures both currently in force and subsequently promulgated by the Medical Director.
- V. Helicopter Rescue Unit Service. The City and Contractor recognize that helicopter air ambulances may provide services in the City at the request of a SLCFD Incident Commander. This Agreement shall not be construed to affect the rights of any entity to operate its air ambulance, provided such operations are within the requirements of the Inter-hospital District II-B protocols.
- W. Standby Coverage. Contractor shall provide the following standby coverage:
1. Upon request by City police, fire, or dispatch personnel, the Contractor shall furnish courtesy standby coverage at emergency incidents involving a potential danger to City personnel or the general public at no charge to the City.
  2. This Agreement is for 911 BLS Ambulance Service and is not intended to regulate, control, influence, or obstruct non-911 licensure, service or business. This agreement does not encourage nor discourage a licensed 911 ambulance service from obtaining a non-911 ambulance service license for the purpose of providing non-911 service to the community. If the licensed and contracted 911 BLS ambulance provider also holds the non-911 ambulance license, the following provisions will apply:
    - a. Contractor may provide ambulance coverage for community events using one or more ambulances dedicated to those events. Documentation of revenue from these standby events shall be provided with the annual audited financial statements and shall be listed separately from other sources of revenue. Standbys for which revenue is received shall not be reported on the Monthly Report of Public Education Activities and Community Service Standbys.

- b. Contractor may not provide ambulance standby coverage for community events using ambulances listed in the CAD as being dedicated to covering the City.
  - c. Ambulances assigned to standby at community events shall be entered into the City CAD and assigned a CAD call number at the beginning of the assignment. Although response times shall not be considered for Agreement compliance, ambulances shall be dispatched to the event via the CAD and upon arrival shall report "ambulance arrived on scene". Upon conclusion of assignment to the event, the dispatcher shall denote such in the CAD, as for any other response.
- X. Health Insurance Portability and Accountability Act ("HIPAA"). The Contractor shall meet all HIPAA requirements as applicable. The parties agree to follow the terms of Exhibit "C" attached hereto and incorporated by reference for the exchange of protected health information.
- Y. Disaster Assistance and Response. Contractor shall be actively involved in planning for and responding to any declared disaster in the City. In the event a disaster within the City or a neighboring city is declared, normal operations shall be suspended and Contractor shall respond in accordance with the City's disaster plan. Contractor shall use best efforts to maintain primary emergency services and may suspend non-emergency service as required. During the period of declared disaster, the City shall not impose performance requirements and reasonable penalties for response times. The direct marginal costs resulting from the performance of disaster services that are non-recoverable from third parties shall be submitted to the appropriate state or federal agencies for cost recovery. Such marginal costs shall not include cost for maintaining normal levels of service during the disaster, but shall be limited to the reasonable and verifiable direct marginal cost of these additional services. City shall provide all reasonable assistance to the Contractor in recovering these costs, however, City shall not be responsible for payments to Contractor.
- Z. Supplies and Equipment. Contractor shall restock all disposable medical supplies used by all Salt Lake City EMS System personnel during patient care.
  - 1. Subject to the terms of the Federal Safe Harbor Act, Title 42 CFR 1001.952, the Contractor shall rotate pharmaceuticals in the Salt Lake City EMS system by withdrawing all unadulterated pharmaceuticals held by City Fire units after the date that is three (3) months prior to the marked expiration date and placing them on ambulances. Contractor shall provide City Fire units with duplicate pharmaceuticals having a longer period before expiration.
  - 2. Contractor shall sub-contract with an agency appropriately qualified to collect, transport and dispose of all medical waste generated by the Salt Lake City EMS system. Contractor shall take all necessary precautions to ensure that its sub-contractor follows all applicable rules and regulations pertaining to proper disposal of medical waste.

### III. RESPONSIBILITIES OF THE CITY

- A. The City shall request ambulance service from Contractor for all 911 requests for emergency medical service through the City's dispatch system or electronically over a dedicated data line.
- B. Audit and Performance review.
  - 1. The City reserves the right to audit all accounts of Contractor as it relates to this Agreement on an annual basis. City shall provide Contractor at least thirty (30) calendar days notice of said audit.
  - 2. The City reserves the right to conduct a review of Contractor's performance utilizing criteria from this Agreement. This shall not be limited to mere compliance with the terms of the Agreement. Contractor shall have demonstrated performance above the minimum requirements of this Agreement.
- C. Contractor may request the consent of the Contract Administrator or his designee for use of City facilities to locate ambulances and crews. Such approval shall be subject to execution of appropriate use agreement(s) and the following conditions:
  - 1. The Contract Administrator or his designee shall have the right to review and approve any location requested.
  - 2. No modifications, changes or remodeling of any SLCFD facility shall occur without the Contract Administrator's approval.
  - 3. All costs associated with location, accommodation, modifications, changes, remodeling, or any other expense shall be borne solely by Contractor.
  - 4. Contractor agrees that its employees shall abide by all applicable City facility rules and regulations.
- D. The SLCFD is the licensed rescue paramedic provider and the designated quick response provider for Salt Lake City and shall provide all advanced and basic life support and paramedic services and care.

## EXHIBIT "B"

### FEE SCHEDULE

#### 911 BLS AMBULANCE SERVICE

##### I. GENERAL

- A. Rates and fees stated include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs. No other charges shall be allowed. All prices and fees are stated in U.S. dollars.
- B. All rates and fees shall be based on full cost accounting in accordance with generally accepted accounting principles.

##### II. COLLECTION AND PAYMENT OF PMA FEES

Pursuant to Utah Code Annotated 26-8a-403 Administrative Rule R426-16, the Utah Department of Health sets the maximum allowable base ambulance rates that may be charged by Contractor for the services contemplated herein. The rates are evaluated and new rates are approved every year with a July 1 effective date and Contractor's rates may be changed in accordance with such changes.

Contractor agrees that its ambulance transport fees shall not exceed the maximum base fees set by the Utah Department of Health. Contractor may, when applicable, charge up to the maximum mileage rates, surcharges, and special provisions fees set by the Utah Department of Health. The fees charged to patients shall be for actual services rendered, not license level.

All fees shall be billed by Contractor to the patients, not to the City, and the Contractor shall have complete responsibility for collection of the amounts billed. The City shall have no responsibility for the payment of fees to the Contractor.

The Utah Department of Health requires that any ambulance service that interfaces with a paramedic rescue service must have an inter-local or equivalent agreement in place, dealing with reimbursing the paramedic agency for services provided up to the maximum allowable rate per transport. This Agreement shall serve as such agreement and Contractor shall pay the City the maximum allowable PMA fee(s) for each transport where a City paramedic is on board. The Contractor shall pay the City the maximum allowable PMA fee(s) each time a City paramedic rides with the patient to the hospital, regardless of the amount of money collected by the Contractor. Any inability of the Contractor to collect full fees from the patient or the patient's insurance company, including fixed payers such as Medicaid and Medicare, shall not limit the Contractor's obligation to pay the City the full maximum allowable PMA fee(s) for the service provided by the City.

CONTRACT NO. 12-1-04-0575

# EXHIBIT "C"

## HIPAA TERMS

### 911 BLS AMBULANCE SERVICE

The parties agree to the following terms regarding the exchange of protected health information.

1. **Background.** Contractor is governed by broad and extensive privacy laws and regulations regarding patient information, its disclosure to anyone not specifically permitted is strictly prohibited by law. Under the Health Insurance Portability and Accountability Act of 1996 and its related regulations, as amended ("HIPAA") and related laws and regulations, Contractor, as a "covered entity" is required to affirmatively and proactively protect any kind of disclosures of patient information (like patient care records, CAD records, dispatch communications involving patient information, etc.) that is defined as Protected Health Information ("PHI") under HIPAA and to request certain assurances from its business associates of their compliance with the law. Contractor provides emergency and non-emergency medical transportation, fire protection and other related services to the communities it serves. Patient information is exchanged between Contractor and the City pursuant to the parties' relationship. When PHI is provided to the City by Contractor in the course of the parties' relationship, PHI must be handled in accordance with this Agreement pursuant to HIPAA.

2. **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR Sections 160.103 and 164.501.

3. **Obligations and Activities of the City.** In conformity therewith, the City agrees that it will:

(a) Not use or further disclose PHI except as permitted under this Agreement or required by law;

(b) Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by the Agreement;

(c) Mitigate, to the extent practicable, any harmful effect that is known to the City of a use or disclosure of PHI by the City in violation of this Agreement;

(d) Report to the Contractor any use or disclosure of PHI not provided for by this Agreement of which the City becomes aware;

(e) Ensure that any agents or subcontractors to whom the City provides PHI, or who have access to PHI, or whom the City receives PHI from, agree to the same restrictions and conditions that apply to the City with respect to such PHI;

(f) Make PHI available to the Contractor and to the individual who has a right of access as required under HIPAA within thirty (30) days of the request by the Contractor or the individual;

(g) Incorporate any amendments or changes to PHI and/or to this Agreement when directed by the Contractor;

(h) Provide an accounting of all uses or disclosures of PHI made by the City as required under the HIPAA privacy rule within sixty (60) days of a request, for such an accounting; and

(i) Make its internal practices, books and records relating to the use and disclosure of PHI available to the Contractor or Secretary of the Department of Health and Human Services for purposes of determining the City's and the Contractor's compliance with HIPAA and/or as otherwise required by law.

4. **Permitted Uses and Disclosures by the City.** The specific uses and disclosures of PHI that may be made by the City on behalf of the Contractor include:

(a) To perform functions, activities, or services for, or on behalf of, the Contractor as specified in the Agreement and in compliance with the HIPAA Privacy Rule;

(b) For the proper management and administration of the City or to carry out the legal responsibilities of the City;

(c) As required by law;

(d) Other uses or disclosures of PHI as permitted by the HIPAA privacy rule.

5. **Termination.**

(a) Notwithstanding any other agreement(s), this Agreement may be terminated by the Contractor, in its sole discretion, if the Contractor determines that the City has violated a term or provision of this Agreement, or if the City engages in conduct which would, if committed by the Contractor, result in a violation of the HIPAA privacy rule.

(b) At the termination of this Agreement, the City agrees to return and/or destroy all PHI received from, or created, or received by the City on behalf of the Contractor, and if return is infeasible, the protections and requirements of this Agreement will survive such termination and extend to such PHI.

**FILED**

FEB 8 - 2006

THIRD DISTRICT COURT  
SALT LAKE DEPARTMENT

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Bradley R. Cahoon (5925)  
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*Attorneys for Plaintiff Gold Cross Services, Inc.*

**IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR  
SALT LAKE COUNTY, STATE OF UTAH**

GOLD CROSS SERVICES, INC. dba GOLD  
CROSS AMBULANCE, a Utah corporation,

Plaintiff,

vs.

SALT LAKE CITY CORPORATION, a  
Utah municipal corporation; SW  
GENERAL, INC./DBA/SOUTHWEST  
AMBULANCE, an Arizona corporation.

Defendants.

**COMPLAINT**

Case No. 20060007560

Judge U. W. J. J.

Plaintiff Gold Cross Services, Inc. dba Gold Cross Ambulance (“**Gold Cross**”), through its undersigned counsel, complains against defendants Salt Lake City Corporation (the “**City**”) and SW General, Inc./DBA/Southwest Ambulance (“**Southwest**”), and alleges as follows:

**PARTIES, JURISDICTION & VENUE**

1. Gold Cross is a Utah corporation organized in 1968. Its principal office is located at 1717 South Redwood Road, Salt Lake City, Utah. Gold Cross has a long and distinguished history



of providing, among other things, both emergency ambulance services and non-emergency ambulance service to many political subdivisions in Utah, including Salt Lake City.

2. Defendant Salt Lake City Corporation is a municipal corporation located in Salt Lake County, Utah.

3. Defendant SW General, Inc./DBA/Southwest Ambulance is a corporation organized under the laws of the State of Arizona.

4. Jurisdiction and venue are proper in this Court pursuant to Utah Code Ann. § 78-3-4; § 78-33-1, *et seq.*; and § 78-13-7.

#### **GENERAL ALLEGATIONS**

5. In this action, Gold Cross appeals from decisions of Salt Lake City's procurement officials holding that the City lawfully entered into a contract for emergency ambulance service despite having failed to obtain City Council approval of the City's request for proposal for such service, as required by statute. Persons purporting to act on the City's behalf ignored the requirements of legislation passed in early 2005. That legislation retroactively required the City's request for proposal to be approved by the City's "governing body," which is the City Council, before the City could enter into a contract on the basis of the request for proposal. In this action, Gold Cross challenges two rulings:

(a) Gold Cross first challenges the City's determination that Gold Cross's protest was untimely. Although the City held that Gold Cross should have filed a protest before the closing date for proposals in May 2005, Gold Cross had no reason to know that the City

would enter into a contract without obtaining City Council approval until it in fact entered into a contract for emergency ambulance service in December 2005.

(b) Gold Cross also challenges the City's determination that the alleged approval by the Mayor constitutes approval by the City's "governing body." Under the law, either the City Council or the combination of the City Council and the Mayor constitute the City's "governing body." The City's failure to obtain City Council approval of the request for proposal process renders the process and the resulting contract unlawful and void.

#### **GOLD CROSS'S PROVISION OF AMBULANCE SERVICES**

6. Before 2003, the Utah Department of Health ("Department of Health") was the sole governmental entity in Utah vested with authority to select ambulance service providers and to issue licenses to provide ambulance service. The Department of Health issued licenses to Gold Cross for ambulance services, including paramedic interfacility transfer and intermediate emergency ground transport services ("911 Ambulance Service"), within certain defined areas in the State of Utah. The Department of Health issued these licenses to Gold Cross under the Utah Emergency Medical Services System Act, Utah Code Ann. § 26-8a-401 *et seq.* (the "Act").

7. The Department of Health issued Gold Cross License Number 1803L, which authorizes it to provide 911 Ambulance Service throughout Salt Lake County, including Salt Lake City. *See* License Number 1803L, attached as Exhibit A to this Complaint. The Department of Health recently renewed License 1803L for Gold Cross on December 31, 2005, and it expires on December 31, 2009.

### 2003 AMENDMENTS TO THE ACT

8. In 2003, the Utah Legislature amended the Act to allow political subdivisions to issue requests for proposal from, and to select and contract with, 911 Ambulance Service providers for service within the political subdivision's boundaries. *See* Utah Code Ann. § 26-8a-405.2 *et seq.* (2004).

9. In order to issue a request for proposal for 911 Ambulance Service, a political subdivision is required by the amendments to the Act to submit the request to the Department of Health for approval. *Id.* § 26-8a-405.2(2)(a). Once the Department of Health approves the request for proposal, the political subdivision may issue it and award a contract to provide 911 Ambulance Service by following the specific requirements of the Act. *Id.* The Department of Health may then issue a license to the entity selected by the City under conditions specified in the Act.

10. The Act also requires that any entity wishing to respond to the political subdivision's request for proposal be pre-approved by the Department of Health as a qualified 911 Ambulance Service provider. *See id.* §§ 26-8a-405.3(3)(a)(i); 26-8a-404.

### CITY'S ISSUANCE OF A REQUEST FOR PROPOSAL

11. In 2004, persons employed by the City determined to issue a request for proposal to provide 911 Ambulance Service within the City. These persons, acting without the approval of the Salt Lake City Council, prepared and submitted a proposed request for proposal to the Department of Health. The Department of Health approved the request for proposal on January 4, 2005.

12. On January 14, 2005, persons purporting to act on the City's behalf issued a request for proposal to provide 911 Ambulance Service within the City (the "RFP"). *See* RFP, attached as

Exhibit B to this Complaint. The original due date for submitting proposals to the RFP was March 16, 2005. *See id.*

13. At the time the RFP was issued, the Act did not explicitly require that the RFP be approved by the governing body of the City. *See* Utah Code Ann. § 26-8a-405.3 (2004).

#### **REQUIREMENT TO SEEK GOVERNING BODY'S APPROVAL**

14. After the RFP was issued in January 2005, the Utah Legislature amended the Act in the 2005 General Session to require that “the governing body of the political subdivision shall approve the request for proposal prior to” issuing notice of the request for proposal. *See* Enrolled S.B. 216 (2005), attached as Exhibit C to this Complaint; *see also* Utah Code Ann. § 26a-8a-405.3(b) (2005).

15. The 2005 amendments to the Act provided that “[t]he provisions of this bill apply to: (1) a request for proposal issued by a political subdivision after the effective date of this bill [March 17, 2005]; and (2) a request for proposal issued by a political subdivision prior to the effective date of this bill if the political subdivision requesting the proposals has not contracted with a proposer prior to the effective date of this bill.” *See* Enrolled S.B. 216 (2005). Because the City had not contracted with a proposer under the RFP as of March 17, 2005, the 2005 amendments to the Act applied to the City’s RFP. The 2005 amendments required the City to obtain the approval of the RFP by the City’s governing body at some point before the City contracted with a proposer.

16. On April 1, 2005, in response to the 2005 amendments to the Act, persons purporting to act on behalf of the City issued amendments to its RFP. *See* April 1, 2005 Addendum to RFP,

attached as Exhibit D to this Complaint. The April 1, 2005 Addendum required that any interested and qualified offeror submit its proposal in response to the RFP on or before May 17, 2005.

17. Following the issuance of the April 1, 2005 Addendum, Gold Cross, which was pre-approved by the Department of Health as a qualified bidder for the RFP and that planned to submit a proposal to the RFP, sought assurance from the City that the City would seek approval of the RFP from the City's "governing body," that is, the Salt Lake City Council, as required by the 2005 amendments to the Act, before entering into a contract pursuant to the RFP. Although the City did not respond to Gold Cross's requests for assurance, Gold Cross had no reason to believe that the City would ignore the requirements of the 2005 amendments.

18. Prior to the May 17, 2005 deadline for submitting proposals to the RFP, Gold Cross submitted a complete proposal to the City in response to the RFP. Southwest, another ambulance service provider that had not previously operated in Utah, also submitted to the City a proposal to the RFP.

#### **THE CITY'S REVIEW AND SELECTION OF A BIDDER**

19. After proposals to the RFP had been submitted to the City, persons purporting to act on behalf of the City convened a selection committee to review and evaluate the proposals responsive to the RFP. Gold Cross is informed and believes that members of the City Council were not involved in the selection of the committee or in the review and evaluation of proposals.

20. Because persons purporting to act on behalf of the City considered the RFP process to be a confidential proposal process, they kept confidential all information in the proposals.

21. Over the course of the next several months, the City's selection committee continued with its process of selecting the winning bidder for the RFP.

22. On multiple occasions, the City's evaluation committee requested additional information about Gold Cross's RFP from Gold Cross. Gold Cross diligently complied with every request for additional information from the City. Gold Cross also repeatedly advised members of the City Council that City Council approval would be required before any contract could be entered into pursuant to the RFP.

23. On December 15, 2005, almost seven months after the deadline to submit proposals to the RFP, and without ever obtaining City Council approval, the persons purporting to act on behalf of the City awarded the Contract under the RFP to Southwest. On the same day, the City entered into a contract to provide 911 Ambulance Service with Southwest (the "Contract").

#### **GOLD CROSS'S PROTEST AND APPEAL**

24. Under the Act, following the award of a 911 Ambulance Service contract under a request for proposal procedure, "[a]n offeror may appeal the solicitation or award as provided by the political subdivision's procedures." *See* Utah Code Ann. § 26-8a-405.3(5)(c)(i).

25. The City's rules for appealing an award of a contract under a request for proposal procedure provide:

protests shall be submitted prior to the opening of bids or the closing date for proposals unless the protestor did not know and could not have known of the facts giving rise to the protest prior to such time. In such case, the protest shall be submitted within five working days after the protestor knows or should have known of the facts giving rise thereto.

Salt Lake City Ord. § 3.24.210(C).

26. Further, the time during which a protest must be submitted in order to be considered timely is clarified by the City's procurement rules:

Protests will be timely if submitted before the time for submission of bids or the closing date for proposals. Any protest submitted thereafter may not be timely, and the protest must specify how and when the protestor determined that the protestor *had reason to submit a protest* so the Procurement Official can determine whether the protest is timely.

City Procurement Administrative Rule 17.3(D) (emphasis added).

27. On December 22, 2005, which was five business days after the City entered into the Southwest Contract, Gold Cross filed an official protest to the Southwest Contract with the City. *See* December 22, 2005 Protest Letter, attached as Exhibit E to this Complaint. Gold Cross filed its protest pursuant to Utah Code Ann. § 26-8a-405.3, City Ordinance § 3.24.210, and the City's procurement administrative rules.

28. In its December 22, 2005 protest, Gold Cross asserted that the City entered into the Contract without first submitting the RFP to the City Council for approval or disapproval, as required by the 2005 amendments to the Act. *See id.*

29. On December 30, 2005, the City issued a letter in which it found that Gold Cross's December 22, 2005 protest was untimely and without merit. *See* December 30, 2005 Letter, attached as Exhibit F to this Complaint. The City concluded that Gold Cross should have protested the RFP prior to the submission deadline for proposals to the RFP and that the Mayor of the City, as opposed to the City Council, was the governing body of the City. Because the Mayor allegedly approved the RFP, the City concluded that it complied with the requirement for approval by the "governing body" of the City.

30. On January 6, 2006, pursuant to Utah Code Ann. § 26-8a-405.3, City Ordinance § 3.24.220 and the City's procurement administrative rules, Gold Cross filed an appeal of the City's December 30, 2005 letter within five business days of the issuance of the City's December 30, 2005 letter. *See* January 6, 2006 Appeal, attached as Exhibit G to this Complaint. According to the City's administrative rules, Gold Cross's appeal was to be reviewed and decided by the head of the City department that issued the request for proposal, i.e., the fire department.

31. By letter dated January 25, 2006, the City, through Fire Chief Charles Querry, rejected Gold Cross's January 6, 2006 appeal. *See* January 25, 2006 Letter, attached as Exhibit H to this Complaint. Chief Querry concluded that Gold Cross's protest of the award of the contract to Southwest was untimely and that the Mayor, as opposed to the City Council, was the governing body of the City. *See* January 25, 2006 Letter at pps.1-2. Mr. Querry's letter also stated that "[t]his letter is the final administrative action by Salt Lake City Corporation regarding the subject protest." *See id.*

32. Under Utah Code Ann. § 26-8a-405.3(5), a protestant may appeal the award of a contract under the provisions of Title 63, Chapter 56, Part 8 of the Utah Code (the "Procurement Statute"). Gold Cross has now exhausted its administrative remedies with the City.

33. Under the provisions of the Procurement Statute, a party aggrieved by a decision from a procurement officer may seek review in this Court. *See* Utah Code Ann. §§ 63-56-806, -810, -815.

#### **FIRST CAUSE OF ACTION**

(Appeal from City's Denial of Gold Cross's Protest)

34. Gold Cross realleges and incorporates the above paragraphs.



35. On December 15, 2005, despite their failure to submit the RFP to the City Council for its approval or disapproval as required by the Act, persons purporting to act on behalf of the City entered into the Contract with Southwest to provide 911 Ambulance Service within the City.

36. Gold Cross did not know of the facts giving rise to its protest, that is, the award of the Contract to Southwest without City Council approval, until the Contract was awarded. Gold Cross had no reason to protest the award of the Contract without governing body approval until the Contract was, in fact, awarded.

37. On December 22, 2005, which was five business days following the City's entering the Contract with Southwest, Gold Cross protested the City's entering into the Contract with Southwest pursuant to Utah Code Ann. § 26-8a-405.3, City Ordinance §3.24.210, and the City's procurement administrative rules. The grounds for Gold Cross's appeal were that the City failed to submit the RFP to the City's governing body, i.e., the City Council, for its approval or disapproval prior to issuing notice of the RFP.

38. Because Gold Cross submitted its protest to the City within five business days of the date by which it knew of the facts giving rise to the protest, i.e., the award of the Contract to Southwest without City Council approval, Gold Cross's December 22, 2005 protest was timely.

39. Moreover, because persons purporting to act on behalf of the City failed to obtain City Council approval before entering into a contract pursuant to the RFP, the City failed to comply with the express requirements of the Act, and the City's action in awarding the Contract to Southwest was unlawful.

40. Gold Cross is entitled to an order: (1) vacating the City's December 30, 2005 finding that Gold Cross's December 22, 2005 was untimely and without merit, and also vacating the

City's January 25, 2006 denial of Gold Cross's appeal; (2) declaring the Southwest Contract unlawful and void; and (3) requiring the City to submit its RFP to the City Council for approval or disapproval before executing or implementing any contract pursuant to the RFP.

### **SECOND CAUSE OF ACTION**

(Action against the City and Southwest for Declaratory Judgment – Ultra Vires)

41. Gold Cross realleges and incorporates the above paragraphs.

42. The Act requires that the “governing body of the political subdivision shall approve the request for proposal prior to the notice of the request for proposal.” *See* Utah Code Ann. § 26-8a-405.3(1)(b).

43. The term “governing body” as used in the Act refers to the City Council.

44. The City failed to submit the RFP to the City Council for its approval or disapproval.

45. Because the City failed to submit the RFP to the City Council for its approval or disapproval, all actions purportedly taken by the City with respect to the RFP, including the selection of Southwest as the winning bidder under the RFP and the City's execution of the Southwest Contract were ultra vires acts that are null, void and unenforceable from their inception.

46. There is a present and justiciable case and controversy between Gold Cross on the one hand and the City and Southwest on the other hand as to whether the RFP should have been submitted to the City Council for its approval or disapproval.

47. Pursuant to Utah Code Ann. § 78-33-1 *et seq.*, Gold Cross is entitled to an order: (1) declaring that the “governing body” of the City is the City Council; (2) declaring that the City should have submitted the RFP to the City Council for its approval or disapproval; (3) declaring that all actions taken by the City with respect to the RFP, including the award of the Contract to

Southwest and the execution of the Contract by the City and Southwest, are null, void and unenforceable; and (4) ordering the City to submit the RFP to the City Council for its approval or disapproval as required by the Act before proceeding with the execution or implementation of any contract pursuant to the RFP.

### **THIRD CAUSE OF ACTION**

(Action against the City for Declaratory Judgment – Timely Protest)

48. Gold Cross realleges and incorporates the above paragraphs.

49. Under the Act, following the award of a 911 Ambulance Service contract under a request for proposal procedure, “[a]n offeror may appeal the solicitation or award as provided by the political subdivision’s procedures.” Utah Code Ann. § 26-8a-405.3(5)(c)(i).

50. The City’s procedures for appealing an award of a contract under a request for proposal provide that

protests shall be submitted prior to the opening of bids or the closing date for proposals unless the protestor did not know and could not have known of the facts giving rise to the protest prior to such time. In such case, the protest shall be submitted within five working days after the protestor knows or should have known of the facts giving rise thereto.”

Salt Lake City Ord. § 3.24.210(C).

51. Further, the time during which a protest must be submitted in order to be considered timely is clarified by the City’s procurement rules:

Protests will be timely if submitted before the time for submission of bids or the closing date for proposals. Any protest submitted thereafter may not be timely, and the protest must specify how and when the protestor determined that the protestor *had reason to submit a protest* so the Procurement Official can determine whether the protest is timely.

City Procurement Administrative Rule 17.3(D) (emphasis added).

52. Gold Cross reasonably believed that the City would not enter into a contract with any of the responding parties without first obtaining the approval of the RFP by the City Council, as required by the 2005 amendments to the Act. Because Gold Cross did not know of the facts giving rise to its protest, that is, that the City would award the Contract to Southwest without obtaining City Council approval of the RFP, and did not have reason to submit a protest before the award of the Contract to Southwest, Gold Cross was not required to file a protest until after the City entered into the Contract with Southwest.

53. Gold Cross timely submitted its protest to the City on December 22, 2005, within five working days of the date on which the City entered into the Contract with Southwest.

54. There is a present and justiciable case and controversy between Gold Cross on the one hand and the City on the other hand as to whether Gold Cross timely filed its protest to the Southwest Contract.

55. Pursuant to Utah Code Ann. § 78-33-1 *et seq.*, Gold Cross is entitled to an order: (1) declaring that its December 22, 2005 protest was timely filed with the City; and (2) vacating the City's December 30, 2005 decision that Gold Cross's December 22, 2005 protest was untimely.

#### **FOURTH CAUSE OF ACTION**

(Rule 65A Entry of Injunction Enjoining the City and Southwest's Implementation of the Southwest Contract)

56. Gold Cross realleges and incorporates the above paragraphs.

57. Unless the City and Southwest are enjoined from implementing the Contract, Gold Cross will suffer irreparable injury in the following respects, among others:

(a) Gold Cross will lose a substantial number of highly trained and uniquely qualified 911 Ambulance Service employees, many of whom Gold Cross spent substantial amounts of time and money training, whose loss will be irreparable to Gold Cross's continued operations;

(b) Gold Cross will lose a significant and unquantifiable amount of business and goodwill that it otherwise would have generated both within and outside Salt Lake City; and

(c) Gold Cross will lose a significant amount of the revenue required to maintain the critical mass of infrastructure, including personnel, ambulances and other emergency response equipment, that is necessary to fully and efficiently respond to emergencies throughout Salt Lake County.

58. The issuance of an injunction in this case will not be adverse to the public interest, but will in fact further the public interest, because it will allow the City Council to evaluate the merits of an RFP that may result in the interruption and replacement of 911 Ambulance Service within the City.

59. The threatened injury to Gold Cross, that is, the loss of its right to provide 911 Ambulance Service in the City, outweighs whatever inconvenience the proposed injunction may cause to the City or to Southwest.

60. Gold Cross is entitled to entry of an injunction, to be effective during the pendency of this action, and thereafter permanently, prohibiting the City and Southwest from taking any further actions to implement the Southwest Contract.

### PRAYER FOR RELIEF

Gold Cross prays for relief and demands judgment against the City as follows:

1. On the First Cause of Action, an order: (1) vacating the City's December 30, 2005 finding that Gold Cross's December 22, 2005 appeal was untimely and without merit and the City's January 25, 2006 denial of Gold Cross's appeal; and (2) declaring the Southwest Contract unlawful and void; and (3) requiring the City to submit its RFP to the City Council for its approval or disapproval before executing or implementing any contract pursuant to the RFP.
2. On the Second Cause of Action, an order: (1) declaring that the "governing body" of the City is the City Council; (2) declaring that the City should have submitted the RFP to the City Council for its approval or disapproval; (3) declaring that all actions taken by the City with respect to the RFP after it failed to submit the RFP to the City Council for its approval, including the award of the Contract to Southwest and the execution of the Contract by the City and Southwest, are null, void and unenforceable; and (4) ordering the City to submit the RFP to the City Council for its approval or disapproval as required by the Act before proceeding with the execution or implementation of the Southwest Contract.
3. On the Third Cause of Action, an order: (1) declaring that its December 22, 2005 protest was timely filed with the City; and (2) vacating the City's December 30, 2005 decision that Gold Cross's December 22, 2005 protest was untimely.
4. On the Fourth Cause of Action, entry of an injunction against the City and Southwest prohibiting them from taking any further actions to implement the Southwest Contract until a final determination of the rights of the parties.

5. For Gold Cross's attorney fees and costs incurred in this matter and for such other further legal and equitable relief as the Court deems appropriate.

DATED this 8th day of February, 2006.

SNELL & WILMER L.L.P.

A handwritten signature in black ink, appearing to read "A.L. Sullivan", written over a horizontal line.

Alan L. Sullivan  
Bradley R. Cahoon  
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