EMS Partnership of Kent County
Agenda

June 11, 2015
10:30 a.m.

Riverview Building
678 Front NW, Suite 200
Conference Room

I. Call Meeting To Order

II. Approval of May 14 Board Meeting & 28 Work Session Minutes (attached)

III. Finance Report (attached)

IV. Project Manager's Report

V. Recommendation of Ambulance Contract (attachment)

VI. Other Business

VII. Public Comment

VIII. Adjournment

The EMS Partnership of Kent County is established by cities and townships in Kent County through the Michigan Municipal Partnership Act. Therefore all business of the EMS Partnership Board shall be conducted at meetings held in compliance with the Open Meetings Act (PA 267 of 1976) and all Partnership records are subject to the Freedom of Information Act (PA 267 of 1976). Minutes of all EMS Partnership Board meetings shall be prepared and approved as required by law with copies transmitted to each partner reasonably promptly after each Consortium Board meeting.

EMS Partnership of Kent County
Meeting Minutes

May 14, 2015
10:30 a.m.

Riverview Building
678 Front NW, Suite 200
Conference Room

Members Present: City of East Grand Rapids: Brian Donovan, Mark Herald
City of Grand Rapids: Tom Almonte
City of Grandville: Ken Krombeen, Andy Richter
City of Kentwood: Rich Houtteman, Steve Kepley
Plainfield Charter Township: Cameron Van Wyngarden, Ruth Ann Karnes
City of Rockford: Michael Young
City of Wyoming: Curtis Holt

Members Absent: City of East Grand Rapids:
City of Grand Rapids: Eric DeLong
City of Grandville:
City of Kentwood:
Plainfield Charter Township:
City of Rockford: Dave Jones
City of Wyoming: James Carmody

Also Present: Jen DeHaan – by phone, Mark Fankhauser (City of Grand Rapids), Mike May (City of Grandville), Dale Pomeroy (Plainfield Township), Damon Obiden (KCEMS), Patrick Lickiss (AMR), Bob Waddell (KCEMS), Ken Morris (Life EMS), Mark Meijer (Life EMS), Dick Whipple (AMR)

Meeting called to order at 10:40 by Ken Krombeen

1. Minutes - The minutes of the March, 2015 meeting were reviewed. A motion was made by Donovan with support by Herald to approve the minutes. Motion Carried.

2. Finance – Chair Krombeen reviewed the finance report. A motion was made by Kepley and supported by Almonte to accept the finance report. Motion Carried.

3. Project Manager Report

Jen DeHaan stated that the Consortium had worked through four drafts of the Agreement and recently distributed the most updated draft to the Consortium. DeHaan noted that a legal review was ongoing by the seven participating municipalities. She stated that the input provided during the last meeting of the Consortium provided the following changes:

- Suspended penalties for 18 months to allow the Consortium, EMS Providers, and KCEMS to adequately collect, analyze, and understand the current system of service.
- Included an incentive to waive penalties when they are enacted if response times are over 92% and authorized the Consortium in coordination with KCMES to change the response times, if necessary.
- Included a provision that would enable an exception for the insurance requirement and performance bond which would be considered at the request of the EMS Providers
- Eliminated the automatic forfeiture of 50% of bond
- Clarified the notification issue

In addition, DeHaan stated that the Consortium has made a number of changes since the original draft agreement. Some of the changes include:

- At the recommendation of the EMS Providers, rely upon the CAAS accreditation process to ensure compliance with best practices for various operational issues including vehicle standards, collection processes, staff trainings, etc.
- Relied on KCEMS expertise for language regarding medical standards and has removed language which is covered by KCEMS protocols.
- Changed language regarding termination clauses by eliminating the take-over clause
- Included a provision to require EMS Providers to provide a web-based link to the PSAPS rather than a CAD to CAD link
- Reduced the number of major and minor breaches in the Agreement to enable clearer understanding
- Eliminated the duplicate service fee
- Overall, the Agreement seeks to replicate the structure of the 911 system and Services Areas as they exist today.

4. Ambulance Contract Update

- Chair Krombeen reported the three ambulance service providers were invited to attend today's meeting and submit written comments. Chair Krombeen and Jen had been meeting with the providers one-on-one working through the issues up to this point. Today's meeting will bring them back together with the entire Consortium to have a dialogue on the significant issues that have been a concern to the EMS Providers and so that the Consortium can hear directly from the EMS Providers. At the conclusion of the meeting, Chairman Krombeen stated the Consortium will need to determine next steps with the Agreement. Krombeen thanked the providers for attending and noted that

Rockford Ambulance did not send a representative nor submit written comments. However, Mark Meijer and Ken Morris were present from LIFE EMS and Dick Whipple was present from AMR. Chair Krombeen opened up the conversation and invited Mr. Whipple to provide his comments and/concerns about the Agreement.

- Dick Whipple of AMR stated that he applauded the process, which has been positive, and that generally speaking it is unheard of for the EMS Providers to be involved in the drafting of the Agreement to the extent that the providers have in Kent County.
    - AMR has a question regarding the web-based link to the PSAPs. What is the reasoning and what is the consortium trying to accomplish? How is the information going to be used?
        - Chair Krombeen explained the genesis of this issue went back to the origin of the contract and being able to track location in real time. He noted that each of the EMS agencies has a system in place that actively monitors location and use of ambulances and that it can be difficult to draw conclusions from the information but that it does promote transparency with the EMS Providers.
        - Curtis Holt stated the concept was a takeoff of AVL as used by police
        - AMR would like to work with the Consortium on this if it is pursued further, offering coaching and training, etc.
        - Holt stated that it can be expected that some level of education be provided related to the information being provided. Dick noted that he would appreciate the opportunity to be able to answer questions at the PSAP level regarding understanding how the EMS dispatching process works.

- Mark Meijer of Life EMS offered the following comments:
    - Mr. Meijer had concerns with language regarding exclusive operating areas and suggested that the language throughout the Agreement be changed to "No-Preference 911 Service Areas" rather than assigning the exclusive operating areas as currently provided in the Agreement. He stated that this would allow his agency to respond to any call received provided that they could meet the response times.
        - A discussion ensued regarding the protocols for 911 calls as well as the process for transferring 7-digit calls that are received directly by the EMS Provider but that are coded through the EMD system and are required to be transferred unless the EMS Providers agree that there is a closer unit available that can meet the response times.
        - Chair Krombeen stated that the language of the Agreement is intended to reflect the system as it exists now and that it reflects the service areas which were agreed to through an Agreement with the Providers and with KCEMS in several years ago, approximately 2009.
        - Damon Obiden representing KCEMS provided an explanation of how the system works now under the current KCEMS protocols. He stated that a

911 call when it is received in the PSAP will be transferred to the EMS Provider that has the designated services area from where the call originated. He stated that the EMS Providers will then code the call through the EMD process and that will determine how the call is handled. For example, if the call is determined to be an "ECHO" call or cardiac cases, the EMS Providers will poll the other agencies to determine the closest unit available and that closest unit will respond. If it is not an ECHO call, the EMS Provider receiving the call from the PSAP will respond within the response times or if they are unable to meet that demand they may transfer the call; the transfer of that call must be done within a specified amount of time that the call was received so as to ensure care to the patient. These processes are covered under KCEMS protocols. Obiden stated that in the event of an emergency, the 911 system is designed with the patient in mind and in getting the services to the patient. He noted, that in some cases, a patient may request transport by another agency, but that for the purposes of KCEMS, the policies address getting the patient care rather than what agency will respond.

- Mr. Meijer stated that the way the current system is today, he couldn't respond to a 911 call at his Headquarters because the facility is within AMR's Service Area.
- Curtis Holt asked if the current language of the Agreement restricted the ability of LIFE to sell memberships in areas outside of the designated Service Area. Mr. Meijer stated that if he can meet the response time, it should not matter what EMS Provider is responding to the call.

- Mr. Meijer stated that the Agreement could potentially impact private contracts that he holds with medical facilities such as senior care facilities that he holds outside of his existing Service Area. He stated that these organizations should be able to select the provider that they want.
- Mr. Meijer stated that there are terms within the Agreement that are adding cost with no benefit such as the Performance Bond requirement.
- Mr. Meijer also expressed concern regarding the language regarding rate regulation as it is above and beyond what is currently done. He stated that by ordinance the EMS Providers must publish their rates for the City of Grand Rapids, and that the idea of regulating rates is not acceptable. He stated that the providers can set a rate, however it depends upon what the third-party payer will pay, not on what they charge.
- Mr. Meijer stated that the language includes a provision to conduct a satisfaction survey and he already conducts one of those.
- Mr. Meijer stated that he also had concerns with the language that prohibited a supervisory vehicle not being able to stop the clock.

A discussion ensued regarding the concerns that Mr. Meijer stated and Brian Donovan recommended that the Consortium hold a workshop meeting regarding these concerns prior to

the next meeting. There was general consensus that a workshop meeting to talk through these specific issues would be helpful to the members of the Consortium.

Chairman Krombeen thanked the EMS Providers for attending today and providing their feedback regarding the significant issues that are remaining.

Chairman Krombeen stated that the Consortium will hold a workshop on May 28th at 9AM to discuss the specific concerns that were identified today.

5. Other Business

6. Next Meeting – May 28th at GVC 9:00 a.m. Public Work Session

7. Public Comment - The Board received no public comment.

8. Adjourn - The meeting was adjourned at 12:30.

EMS Partnership of Kent County
Work Session
Meeting Minutes

May 28, 2015
9:00 a.m.

Riverview Building
678 Front NW, Suite 200
Conference Room

Members Present: City of East Grand Rapids: Brian Donovan, Mark Herald
City of Grand Rapids: Tom Almonte
City of Grandville: Ken Krombeen
City of Kentwood: Steve Kepley, Rich Houtteman
Plainfield Charter Township: Ruth Ann Karnes
City of Rockford:
City of Wyoming: Curtis Holt

Members Absent: City of East Grand Rapids:
City of Grand Rapids: Eric DeLong
City of Grandville: Andy Richter
City of Kentwood:
Plainfield Charter Township: Cameron Van Wyngarden
City of Rockford: Dave Jones, Michael Young
City of Wyoming: James Carmody

Also Present: Jen DeHaan (via phone), Mark Fankhauser (City of Grand Rapids), Bob Waddell (KCEMS), Roger Morgan (Rockford Ambulance), Matt McConnon (Rockford Ambulance), Dick Whipple (AMR), Ken Morris (Life EMS), Mark Meijer (Life EMS)

1. Call to Order by Ken Krombeen at 9:00 a.m.

   Ken distributed handouts:
   - Spreadsheet of a summary of the EMS Provider Significant Concerns which was compiled based upon the meeting of May 14.

- Proposed language to modify agreement to address EMS Contracts which are held with licensed healthcare facilities
- KCEMS protocol for 911 calls
- Sample Ordinance for municipalities to consider adopting in coordination with the Agreement

2. Review of EMS Provider Concerns
    a. Ken Krombeen reviewed the current EMS provider concerns:
        - Web based link to CAD
        - 911 Service areas
        - Privately held EMS contracts with licensed healthcare facilities
        - Ability for arrival of Supervisor to stop clock
        - Costs of performance bonds
        - Customer Satisfaction Survey
        - Rate Regulation

3. Customer Satisfaction Survey
    a. Discussion ensued regarding duplication of surveys, additional costs, and inability to supply customer information to KCEMS due to patient confidentiality.
    b. KCEMS agreed to provide a summary of the information to the Consortium
    c. The group agreed by consensus to use the current wording in the agreement and modify it so that simply the results of the EMS providers' surveys are forwarded to KCEMS and/or the consortium.

4. Web Based Link to CAD
    a. Discussion ensued regarding the ability to do actual CAD to CAD link; GPS capabilities; and significant training and coaching required so that users understood why particular dispatches were being made.
    b. The group agreed by consensus to use the last option on the spreadsheet of "Modify language to clarify that it is not the intent of the Consortium to apply a penalty to this section except for failing to supply the required link".

5. Supervisory Vehicle Stopping Clock
    a. Discussion regarding importance and appropriateness of ALS vehicle in certain circumstances; need for accountability regarding transport time; current lack of data to benchmark; Plainfield Twp.'s position supporting not letting ALS vehicle stop the clock; and the possibility of a two tier system.
    b. The group agreed by consensus to modify the wording to allow the ALS Capable Supervisory vehicle to "stop-the-clock" and to add language that the EMS Transport vehicle must arrive within the time response guidelines for a call that was categorized as a subsequent level.

6. Rate Regulation
    a. Current wording in Agreement requires Providers to disclose rates, give notice and explanation to Consortium of rate hikes over CPI, and ability of Consortium to approve or deny rate hikes.
    b. Discussion ensued regarding appropriateness of "regulating" rates; ability of Consortium members to publish rates if they so choose; and education needed to understand determination of rate hike.
    c. Providers will forward their current rates to Ken Krombeen and Ken will send them out to all members (not a part of the Agreement, but for current information).
    d. Group agreed by consensus that Providers are required to provide initial rates, as well as give notice and explanation to the consortium regarding rate increases, with wording about regulation being taken out.

7. Bonds
    a. Discussion ensued regarding cost; ability to secure a bond from the insurance agencies; and actual need for one as there are multiple providers in Kent County, which is atypical in most communities.
    b. The group agreed by consensus to delete the requirement of a performance bond.

8. Licensed Healthcare Facility Exclusion
    a. Discussion regarding territories and preexisting contracts with licensed healthcare facilities
    b. Group agreed by consensus to add proposed wording to exclude privately help contracts with licensed healthcare facilities from territory exclusivity. However, a 911 call would continue to be prioritized according to KCEMS policies and protocols even if it came in from a licensed healthcare facility that has a contract with one of the private EMS Providers.

9. Establish "No-Preference 911 Service Areas"
    a. Much discussion on history of service areas; appropriateness of formalizing the areas; 911 vs 7 digit calls; current KCEMS policy and how it is or is not being adhered to.
    b. The group by consensus agreed that the purpose of the Agreement was to not change how services are provided and the Agreement should reflect how services are currently provided.

10. Draft Ordinance
    a. Brian Donovan reviewed the draft ordinance created by East Grand Rapid's Counsel, Law Weathers. Any changes or concerns should be forwarded to Brian or John Huff of Law Weathers.

11. Public Comment
    None

12. Adjourn – 11:45 a.m.

GRAND VALLEY METROPOLITAN COUNCIL
AMBULANCE CONSORTIUM
STATEMENT OF NET ASSETS
May 31, 2015

ASSETS

Assets		
Checking	$	8,840.00
Accounts Receivable		-
TOTAL Assets	$	8,840.00

LIABILITIES AND FUND BALANCES

Liabilities		
Accounts Payable		-
TOTAL Liabilities		-
Fund balances		
Restricted for specific fund		8,840.00
TOTAL Fund Balances		8,840.00
TOTAL LIABILITIES AND FUND BALANCES	$	8,840.00

AGREEMENT FOR THE ALLOCATION OF EMERGENCY GROUND AMBULANCE SERVICE AREAS AND DESIGNATION OF EMS PROVIDERS

This Agreement for the Allocation of Emergency Ground Ambulance Service Areas and Designation of EMS Providers (the "Agreement") is entered into as of (INSERT DATE) between the Participating Municipalities, as defined herein (the "Consortium") and the emergency ground ambulance providers of American Medical Response, LIFE EMS, and Rockford Ambulance (collectively, the "EMS Providers").

RECITALS

A. Pursuant to the Municipal Partnership Act, Act No. 258 of the Public Acts of 2011, as amended the local governments of the Cities of East Grand Rapids, Grandville, Grand Rapids, Kentwood, Rockford, and Wyoming, as well as Plainfield Charter Township (collectively the "Participating Municipalities"), by separate contract, previously entered into a partnership to establish the Consortium to ensure that residents and recipients of emergency medical services as described herein receive enhanced care in an efficient manner.

B. Part 209 of Michigan's Public Health Code, Act No. 368 of the Public Acts of 1978, as amended, also known as the Emergency Medical Services Act, and Section 20948, in particular, authorizes local governmental units to do the following:

- to contract for ambulance pre-hospital life support services;
- to regulate ambulance pre-hospital life support operations providing the standards are not in conflict with or less stringent than those provided in the Public Health Code; and
- to defray costs through the collection of fees for services or the creation and levy of special assessments.

C. As a result of the work of the Consortium in partnership with the EMS Providers, the parties desire to enter into a formal agreement and designate exclusive emergency operating rights in designated areas, improve patient and system outcomes by ensuring continuity of services, establish transparency in operations, and develop data reporting standards.

D. The parties further desire to define emergency ground ambulance service areas and assign exclusive operating rights for emergency ground ambulance pre-hospital life support services and to establish standards for such services and to designate the Consortium to oversee the terms of this Agreement and to provide appropriate reports and results to the Participating Municipalities.

NOW, THEREFORE, for good and valuable consideration including the covenants and pledges contained herein, the adequacy and sufficiency of which is acknowledged, the parties agree as follows:

SECTION 1. PURPOSE

The Consortium on behalf of itself and its individual members enters into this Agreement with the EMS Providers to achieve the following:

A. Contract with the designated EMS Providers for emergency ground ambulance services within the Participating Municipalities.

B. Assign exclusive operating rights for emergency ground ambulance services and clearly define the Primary Service Areas as defined herein and the assignment of ground ambulance services within those areas.

C. Establish general standards and requirements for EMS Providers that are delivering emergency ground ambulance services in the Participating Municipalities.
D. Establish reporting standards and formats for service level data to be provided by the EMS Providers to the Kent County Medical Control Authority and the Consortium, which can be analyzed to improve patient outcomes.
E. Establish accountability measures to ensure that performance metrics established by the Kent County Medical Control Authority and the Consortium are achieved by the EMS Providers.
F. Ensure continuity of emergency ground ambulance services for the Participating Municipalities.
G. It is not the intent or purpose for Participating Municipalities to provide emergency ground ambulance services.

SECTION 2. DESIGNATION OF EMERGENCY GROUND AMBULANCE PROVIDERS AND EXCLUSIVE EMERGENCY AMBULANCE OPERATING AREAS[1]

In recognition of their historical provision of emergency ground ambulance services in the Primary Service Areas, this Agreement formally designates the EMS Providers as the exclusive providers of emergency ground ambulance services originating in the Primary Service Areas as further set forth herein. It is the intent of the parties that the EMS Providers rights and responsibilities within these designated areas be formalized and those areas shall hereafter be referred to as an Exclusive Emergency Ambulance Operating Area ("EEAOA").

No other entities are permitted to provide emergency ground ambulance service within the EEAOAs other than in situations of mutual aid and as further provided for in this Section 2.

Except as otherwise provided herein including, but not limited to, Section 5, the EMS Providers shall provide emergency ground ambulance services only within their designated EEAOA at locations identified herein**.** The EEAOAs correspond to the 9-1-1 ambulance service territory lines as defined by the Kent County Emergency Medical Services 2009 Ambulance Service Area Agreement, issued by the Kent County Emergency Medical Services, the Medical Control Authority for Kent County ("KCEMS"). The EEAOAs subject to this Agreement are as follows:

(insert map here)

Ambulance Territory Map – Areas in Yellow are covered by Rockford Ambulance Service; Pink by AMR; Blue by Life EMS.

An EMS Provider may establish and maintain private service contracts with licensed health-care facilities that have advanced life support capability and are located outside of their EEAOAs. Any calls received through the public 911 emergency request system shall be handled according to the policies and protocols established by KCEMS and not be subject to any individual contract or terms established between the EMS Provider and the licensed health-care facility.

The Consortium, in consultation with KCEMS, may approve modifications to the boundaries of the EEAOAs at the request of the affected local unit of government.

[1] Emergency Ground Ambulance Service shall mean the provision of ground ambulances services to any request for service, regardless of how the request is received, for which Medical Priority Dispatch is required by protocol and regardless of the Med or Priority level assigned.

The Participating Municipalities shall coordinate the adoption of ordinances and policies reasonably necessary to effectuate this Agreement.

SECTION 3. GENERAL STANDARDS OF THE DESIGNATED EMERGENCY GROUND AMBULANCE PROVIDERS

In accordance with the terms of this Agreement, the EMS Providers shall:

A. Provide emergency ground ambulance services in accordance with all applicable, city, township, County, State, and Federal laws, ordinances, policies, rules, standards and regulations.

B. Maintain accreditation with the Commission on Accreditation of Ambulance Services throughout the entire term of this Agreement.

C. Be an ambulance service provider that is accountable to KCEMS, as authorized by Part 209 of Act No. 368 of the Public Acts of 1978, as amended.

D. Maintain compliance with all protocols, administrative policies, guidelines, directives and reporting requirements developed and published by KCEMS.

E. Remain in good financial standing with KCEMS, as approved by the KCEMS Executive Committee.

F. Maintain compliance with the terms of all agreements between the Kent County Dispatch Authority and the EMS Providers.

SECTION 4. GENERAL RESPONSIBILITIES OF THE CONSORTIUM

Consistent with the partnership contract establishing the Consortium, the Consortium or its designee, shall be responsible to enforce the terms of this Agreement and to provide regular reports to the Participating Municipalities related to the provision of emergency ground ambulance services and patient outcomes, when available. The Consortium desires to create uniform standards and requirements to better ensure that recipients of emergency medical services receive the best possible care in the most efficient manner.

SECTION 5. SPECIFIC SERVICE REQUIREMENTS OF EMERGENCY GROUND AMBULANCE PROVIDERS

Notwithstanding an EMS Provider's EEAOA, an EMS Provider will send an ambulance consistent with the following:

A. All requests for ambulance service referred to the EMS Provider that are received through a 9-1-1 public safety answering point (PSAP), including 9-1-1 callers who may lie outside the EMS Provider's designated EEAOA.

B. All requests for appropriate resources for mass casualty incidents and disasters as required in applicable local and regional protocols and policies.

C. All requests for ambulance service originating in Kent County that were calls received by other means if the call is triaged using KCEMS-approved dispatch protocols to receive a Priority-1, Priority-2, or Priority-3 response. Consistent with KCEMS policies and protocols, if such requests are appropriately prioritized to receive a Priority-1 or Priority-2 response, it will be transferred

within 90-seconds to the EMS Provider whose EEAOA covers the presumed patient location. The EMS Provider whose EEAOA covers the presumed patient location may allow the EMS Provider that received the call to respond as a form of mutual aid if both EMS Providers agree and if the EMS Provider that received the call can meet the response times listed in this Agreement. Response interval accountabilities are outlined herein.[2]

D. All requests for stand-by at working fires and other significant fire operations incidents – at no cost to the requesting jurisdiction.

SECTION 6. SPECIFIC REQUIREMENTS OF DESIGNATED EMERGENCY GROUND AMBULANCE PROVIDERS.

While this Agreement remains in effect, each EMS Provider agrees to provide emergency ground ambulance services consistent with the following:

A. MAINTAIN ACCREDITATION WITH THE COMMISSION ON ACCREDITATION OF AMBULANCE SERVICES (CAAS)

An EMS Provider shall maintain accreditation with the Commission on Accreditation of Ambulance Services. Any notice or violation of an accreditation standard received by an EMS Provider shall be reported to the Consortium and KCEMS. The Consortium and KCEMS may request documentation of compliance with accreditation standards at any time during the term of this Agreement.

B. AMBULANCE MEMBERSHIP PROGRAM RECIPROCITY

All EMS Providers designated through this Agreement shall provide and accept full reciprocity in ambulance service memberships offered by other EMS Providers.

C. PROCESS PERFORMANCE REQUIREMENTS

EMS Providers will comply with process performance requirements described in the "KCEMS Administrative Policy: System Data / Performance Requirements and Standards" attached as Appendix B and incorporated by reference, as updated from time to time by KCEMS.

D. AMBULANCE MARKINGS

All markings and color schemes for vehicles used for emergency ground ambulance services shall affirmatively promote vehicle safety, public safety, and a professional image. Any advertising and marketing for emergency service vehicles shall emphasize the "9-1-1" emergency telephone number. The advertising of any other telephone numbers for any type of emergency service is not permitted.

E. GPS

EMS Providers will provide all Public Safety Answering Points ("PSAPS") in Kent County with a web-based link or other such technological solution as approved by the Consortium to provide the real-time location of its emergency ground ambulance response units. EMS Providers will install a CAD-to-CAD interface which will allow real-time location information to be available in the PSAPS as the technology for the same becomes reasonably available. It is not the intent of the Consortium to apply a penalty to this requirement except for failing to supply the required real-time link to the information requested.

[2] For purposes of this Agreement, "Priority-1", "Priority-2" and "Priority-3" shall have the meaning set forth in _____.

F. *MEDICAL EQUIPMENT LIST*

All EMS Providers shall be in compliance with equipment standards established by KCEMS and the State of Michigan Department of Community Health, as revised from time to time.

G. *AGREEMENT REVIEW MEETINGS*

The EMS Providers shall participate in review meetings with the Consortium or its designee on a mutually agreed schedule. The EMS Providers shall each have a representative in attendance at all regularly scheduled review meetings, which representative shall have the authority to respond to and resolve issues, problems, disputes, and other matters that may come before the Consortium, or its designee. Nothing herein shall be interpreted to limit the ability of the parties to hold other meetings, for various purposes, as otherwise agreed to between the parties.

H. *AMBULANCE RATE DISCLOSURE*

The EMS Provider is required to provide the Consortium with an updated list of all rates assessed by the EMS Provider. The Consortium may publish the rates on the Consortium's website or in another publicly available venue.

I. *RIGHT TO INSPECT RECORDS, FACILITIES, VEHICLES AND PROCESSES*[3],

The EMS Providers shall allow the Consortium and/ or its designee, to inspect, audit, and copy all records related to the delivery of services under this Agreement, including, but not limited to, inspection of records from the State, training and certification records of EMS Provider staff, patient care records, dispatch records, and any other applicable records upon advance notice of at least two (2) business days. Such records shall be made available for inspection, audit and copy at a location within Kent County, Michigan.

The Consortium or its designee shall have the right to inspect, audit, and observe processes in any facilities, or ride along on ambulances used by the EMS Provider in fulfillment of this Agreement. Should the Consortium or its designee, in coordination with KCEMS, determine that a vehicle or equipment item is not in good condition, the Consortium, may request replacement and the EMS Provider will comply within an agreed-upon time-frame.

J. *CRITICAL FAILURE REPORTING*

Any time an ambulance is dispatched to an emergency call or the ambulance is transporting a patient from an emergency request for service and cannot complete the transport due to mechanical or other reason not related to system management (reassignment of priority) this will constitute a "Critical Failure" and must be reported within 72-hours of the occurrence to the Consortium or its designee.

K. *CLIENT SATISFACTION SURVEY*

To gauge client satisfaction with the emergency services provided pursuant to this Agreement, the EMS Providers shall annually conduct client satisfaction surveys and will provide to KCEMS a

[3] The access to, inspection or copying of any patient care record or other document or recording which may contain Protected Health Information (PHI) may only be released to the Consortium under HIPAA or through a KCEMS Professional Standards Review Organization (PSRO) committee. The Consortium shall not retain any permanent copy of a protected patient care record outside of the KCEMS PSRO process and shall not disclose or disseminate any case specific information related to protected materials to the extent permitted by law.

Deleted: <#>BARIATRIC PATIENT CAPABILITIES¶
EMS Providers shall have an ambulance and appropriate staff available to transport bariatric patients with appropriate care and dignity. ¶

Deleted: EMS Providers will provide the Consortium with a list of current rates and those rates assessed during the year prior to the start of this Agreement, in a mutually agreeable format. ¶
At any time during the term of this Agreement, if the rates change, the EMS Providers will provide a notice to the Consortium not less than 45-days prior to the effective date of any such changes. ¶
In the event that a rate increase exceeds the Consumer Price Index for Medical and Transport (Insert CPI Code) (as calculated on a cumulative annual basis), the EMS Provider will provide an explanation of said the fee increase to the Consortium not less than 45-days prior to the rate increase becoming effective. The Consortium may approve or deny in its reasonable discretion a request for a rate increase which exceeds the rate of the annual change in the applicable Consumer Price Index. ¶
Should the Consortium not approve the proposed rate change, the EMS Provider will maintain the current rate, or other negotiated rate as approved by the Consortium. ¶

Deleted: and maintain an

Deleted: to the Consortium which may be

Deleted: deliver

Deleted: the Consortium

copy of those surveys no later than July 1 of each year, or upon another mutually agreed upon date. The Consortium may conduct a client satisfaction survey. The EMS Providers will comply with all requests for information necessary to complete the Consortium's survey, subject to any legal requirements and/or limitations.

Deleted: a summary of

L. TIME SYNCHRONIZATION

The parties acknowledge and agree that it is important that all EMS Providers' time-keeping devices be synchronized. Each EMS Provider will be responsible to comply with the following standards:

- Ambulance CAD server time shall be configured to sync with the National Institute of Standards and Technology Internet Time Service.

- Electronic patient care report devices shall be configured to sync with the National Institute of Standards and Technology Internet Time Services. Monitors/Defibrillators and other biomedical equipment with time logging features shall be configured to sync with electronic patient care report devices upon download.

At any time during the term of this Agreement, the Consortium or its designee may request a demonstration that the equipment is in compliance with the foregoing standards.

M. ELECTRONIC PATIENT CARE REPORT SYSTEM

The EMS Provider will utilize an electronic patient care report ("ePCR") system using emergency medical services data collection software in conjunction with an electronic data collection tool appropriate for bedside/field use. The specific software and hardware system to be used will require approval by the Consortium or designee in coordination with KCEMS. The specific software and hardware system must be compliant and compatible with current National EMS Information System (NEMSIS), the State of Michigan EMS Bureau data standards and requirements, and require approval from KCEMS prior to implementation.

All data collected by the ePCR will be made available for use by KCEMS and for quality management, research and auditing purposes, in data file formats, mapped exports or reports produced by the EMS Provider as specified by KCEMS in coordination with the Consortium or its designee.[4]

SECTION 7. DURATION OF AGREEMENT

A. INITIAL TERM OF AGREEMENT

The initial term of this Agreement will be 18 months beginning on _____, 2015. Within six months, the EMS Providers shall comply with and implement all KCEMS data reporting standards necessary to meet the data and reporting standards established by the KCEMS Administrative Policy/Protocol. Twelve months after the effective date of this Agreement, the Consortium will begin a review of compliance with the terms of this Agreement for each EMS

[4] See fn. 3, supra.

Provider. Thereafter, and based on its compliance review, in the 15th month of this Agreement, the Consortium may, in its sole discretion:

- Extend this Agreement by offering a five year extension of this Agreement to some, all, or none of the EMS Providers
- Extend this Agreement for 12 months or in other increments chosen by the Consortium.
- In the event that an EMS Provider fails to meet the terms of this Agreement after eighteen months and is found in major breach of the terms of this Agreement, the Consortium may place all, or part, of the EEAOA out to bid through a competitive RFP process

The EMS Providers agree to provide service under any extensions to this Agreement, if requested by the Consortium, subject to the terms of this Agreement.

B. LONG TERM AGREEMENT AND POTENTIAL EXTENSIONS

This Agreement takes into consideration the fact that the establishment of an effective and sustainable emergency ground ambulance service is complex and requires considerable on-going investments. In addition to the provisions set forth in Section 7.A., above, the parties agree that the Consortium may, with the approval of the EMS Providers, enter into additional extensions of this Agreement.

C. MANDATORY RFP PROCESS

To ensure that the Participating Municipalities are receiving and providing high-quality services that meet best-practices and are consistent with providing the best services available at the most efficient costs, and notwithstanding any other provision herein, the Consortium shall issue a "Request for Proposals" not later than _____, 2025. There is no obligation on behalf of the Consortium to change providers or the existing service delivery model after issuing the RFP; the purpose is to ensure that the Consortium has the best available information regarding best-practices for emergency ground ambulance services.

D. NOTICE ON EXTENSION

Except as otherwise provided for herein, notice of any extension approved by the Consortium shall be provided in writing to the EMS Providers not less than three months prior to the effective date of any such extension.

SECTION 8. COMPENSATION

The sole compensation to the EMS Providers for services rendered under this Agreement are:

- the designation of emergency ground ambulance service market rights in its assigned EEAOA;
- the ability to collect revenues from fee-for-service or other third-party payers.

Neither the Consortium nor the Participating Municipalities will provide any compensation for emergency medical services provided pursuant to this Agreement.

SECTION 10. PERFORMANCE REQUIREMENTS AND REPORTING STANDARDS

Quarterly the EMS Provider will submit a report to KCEMS which accurately identifies the medical outcome data set forth in the "KCEMS Administrative Policy: System Data / Performance Requirements and Standards." The data and information provided to KCEMS shall minimally include the following:

1. Number of calls
2. Response priority
3. Transport priority
4. Response Time Intervals Performance, using the criteria and methods described in Appendix A.
5. Cases falling out of response time intervals
6. Cardiac arrests as part of the CARES data for the community.
    a. Number of arrests
    b. Number worked by ALS
    c. Number transferred to hospital
    d. Number discharged from hospital
    e. Survival of witnessed shockable arrests
7. STEMIS – A specific type of heart attack
    a. Scene time
    b. Time to EKG
    c. Overcall/undercall rate
8. RAPS score.

The KCEMS Administrative Policy: Performance Data and Standards document set forth in Appendix B may be modified, from time to time, in response to advances in medical science and industry best practices. To reflect such changes this Section 10 may be modified by the Consortium in collaboration with KCEMS and notice of such changes provided to the EMS Providers. Nothing herein shall prohibit the ability of the Consortium to establish specific performance data and measurement standards independent of those set forth in Appendix B, which authority is specifically reserved to the Consortium and KCEMS. Any such changes to Appendix B or other medical performance standards must be approved by the Consortium.

SECTION 11. COMPLIANCE INCENTIVES AND PENALTIES

During the initial term (18-months) of this Agreement, the application of all penalties is suspended unless the response time falls below a compliance rate of 80% for monthly aggregate data.

As an incentive for EMS Providers to maintain the highest levels of service, following the initial term of the Agreement, individual response penalties on calls within the applicable zone standard for a given month are waived if aggregate performance for that month equals or exceeds 92% compliance.

In an effort to improve patient and system outcomes based upon evidenced based data, the Consortium, at the request and recommendation of KCEMS, may approve changes to the response time criteria, suspend penalties to allow for adjustment to revised response time criteria, or develop new response time incentives and penalties. EMS providers shall be given notice at least 45-days prior to the effective date of any such changes to the response time criteria.

Non-compliance for individual cases and monthly aggregate data shall subject an EMS Provider to penalty fees as set forth herein. Higher tiers in the incentive / penalty structure apply to recurring non-compliance situations.

A. Response Time Intervals: Priority I

- Response time must be in compliance ≥90% in monthly aggregate based upon the zone stated below:
    - Urban Zone: 8 minutes zero seconds
    - Suburban Zone: 10 minutes zero seconds
    - Rural Zone: 12 minutes zero seconds
- Non-Compliance Penalties for Priority I Response Time:

- Individual responses: $5/whole minute increment
- Monthly aggregate: $100 for each 1% increment <90% compliance

- Incentive for Above Minimum Compliance
  - Individual response penalties on calls within 8 minutes of applicable zone standard for a given month are waived if aggregate performance for that month equals or exceeds 92% compliance.
  - Inclusion / Exclusion Criteria: As described in Appendix A.

B. **Response Time Intervals:** Priority II.
- Response time must be in compliance ≥90% in monthly aggregate based upon the zone stated below:
  - Urban Zone: 10 minutes zero seconds
  - Suburban Zone: 12 minutes zero seconds
  - Rural Zone: 14 minutes zero seconds
- Non-Compliance Penalties:
  - Individual responses: $5/whole minute increment
  - Monthly aggregate: $100 for each 1% increment <90% compliance
- Incentive for Above Minimum Compliance
  - Individual response penalties on calls within 10 minutes of applicable zone standard for a given month waived if aggregate performance for that month equals or exceeds >92% compliance
  - Inclusion / Exclusion Criteria: As described in Appendix A.

C. **Response Time Intervals:** Priority III
- Response time must be in compliance ≥90% in monthly aggregate based upon the zone stated below:
  - Urban Zone: 20 minutes zero seconds
  - Suburban Zone: 25 minutes zero seconds
  - Rural Zone: 30 minutes zero seconds
- During periods of inclement or dangerous weather, and when a patient is known to be outside in the elements, Medical First Responders must be sent to the call unless the ambulance will arrive to the scene within 10 minutes of the initial request.
- Non-Compliance Penalties:
  - Individual responses: $5/whole minute increment
  - Monthly aggregate: $100 for each 1% increment <90% compliance
  - In the event an EMS provider fails to notify Medical First Responders for for a patient known to be outside in dangerous or inclement weather: $100 for each minute beyond 10 minutes until the arrival of the ambulance
- Incentive for Above Minimum Compliance
  - Individual response penalties on calls within 10 minutes of applicable zone standard for a given month waived if aggregate performance for that month equals or exceeds >92% compliance
  - Inclusion / Exclusion Criteria: As described in Appendix A.

D. Patient Contact Time Documentation
- *Standard*: Documented in a discrete data field for each response with patient contact with >95% reliability

- *Non-Compliance Penalties*:
  - $10/missing time stamp
  - $100 for each whole 1% <95% reliability in monthly aggregate data
- *Above Minimum Compliance Incentive*
  - Individual missing time stamp fines waived with >97% reliability
- *Exceptions*:
  - Multiple patient incidents

Each EMS Provider will be expected to maintain 100% compliance with the Ambulance Services section of the "KCEMS Administrative Policy: System Data / Performance Requirements and Standards" and as referenced in Appendix B. Failure to maintain 100% compliance will be considered a minor breach of agreement and subject to escalation to a major breach as outlined in Section 12.

SECTION 12. BREACH OF AGREEMENT

A. MINOR BREACH

The following shall constitute a minor breach of this Agreement:

1. Following the initial term of the Agreement, meeting the scheduled response time interval standards for Priority I, Priority II, or Priority III calls with less than 90% but greater than 88% reliability in a calendar month in the EEAOA as set forth in Appendix A.
2. Following the initial six months of this Agreement, Less than 100% compliance with any of the performance and reporting standards in the "KCEMS Administrative Policy: System Data / Performance Requirements and Standards" as set forth in Appendix B apart from those listed below:
   a. Response Time Interval Standards
3. Failure to comply with any KCEMS data / reporting request within 5 business days unless additional time is granted by the KCEMS Executive Director or Medical Director.
4. Except as provided otherwise herein, failure to comply with any other requirement of this Agreement

Upon written notice to the EMS Provider by registered mail, receipt confirmed courier delivery, receipt confirmed email, or hand delivery advising that a minor breach has occurred, the EMS Provider shall have 45 days to submit documentation establishing that the breach has been corrected and provide documentation that steps have been taken to ensure that the breach will not recur. The Consortium reserves the right to verify compliance by any means it deems appropriate. If the verification does not support that the breach has been corrected and the 45 day timeframe has been exceeded, the violation shall then be deemed to be a major breach pursuant to Section 12.B. The EMS Provider may request an extension to the 45- day correction period from the Consortium which may be granted in the sole discretion of the Consortium.

B. MAJOR BREACH

The following shall constitute a major breach of this Agreement:

1. Two minor breaches in any 90 day period.
2. Failure of EMS Provider to remain in substantial compliance with the requirements of Federal, State, or local laws, ordinances, policies, and regulations, including any loss or suspension of any necessary license or authorization;

3. Failure of EMS Provider to remain in substantial compliance with the requirements, policies, procedures, regulations and fee obligations of KCEMS.
4. Failure of the EMS Provider to respond to all calls for service within their EEAOA or ensure a response to all calls for service within their EEAOA;
5. Failure of the EMS Provider to comply with any particular response time interval performance requirement for the Consortium Service Area in the aggregate for two consecutive months, or for any four months in a 12 month period;
6. Failure of the EMS Provider to arrive at the scene for emergency response calls within the timeframes specified below 80 percent of the time in any month, excluding calls which meet the exception criteria outlined in Appendix A.
7. Failure by the EMS Provider to comply with required payment of fines or penalties within 30 days of written notice of the imposition of such fine or penalty;
8. Failure of the EMS Provider to maintain compliance with the insurance requirements specified in this Agreement;
9. The institution of proceedings for relief by EMS Provider under any chapter of the United States Bankruptcy Code or under any state bankruptcy code, or the consent by the EMS Provider to the filing of any bankruptcy or insolvency proceedings against EMS Provider in any state or federal court, or the entry of any order adjudging the EMS Provider insolvent or appointing a receiver, liquidator, or a trustee in bankruptcy for EMS Provider or its property in any state or federal court;
10. The voluntary or involuntary dissolution of EMS Provider;
11. At any time during the term of this Agreement or any extension the EMS Provider is suspended, excluded, barred or sanctioned under the Medicare Program, any Medicaid programs, or any other Federal or State programs for the payment or provision of medical services;
12. Any other willful acts or omissions of the EMS Provider that endanger the public health or safety;
13. Any other breach of the terms of this Agreement by an EMS Provider set forth in Section 12.A. which remains uncorrected after 45 days written notice from the Consortium without extension for cure granted by the Consortium; and
14. A third breach of the same provision of this Agreement (whether such breach by itself would constitute a Major or Minor Breach) in a 12 month period after written notice of the first two breaches has been provided to EMS Provider by the Consortium, even if the prior breaches were cured by the EMS Provider during an applicable cure period, if any.

In the event that the Consortium determines that a Major Breach has occurred, the Consortium shall provide written notice of the breach to the EMS Provider. The notice shall contain a reasonable period for EMS Provider to cure such breach, taking into account the nature of the breach. In the event that a major breach remains unresolved for more than the authorized cure period, in addition to any and all rights and remedies available to the Consortium, the Consortium shall have the right upon written notice to declare the EMS Provider in default of this Agreement and take one or more of the following actions:

- Impose fines on the EMS Provider in the amount of $1,000 per day, per Major Breach, until such time as the breach or breaches are completely cured or this Agreement is terminated.
- Access any performance guarantee available to the Consortium to provide funds to cure the breach on behalf of the EMS Provider. Upon notice that the Consortium has accessed the performance guarantee, the breaching EMS Provider shall restore the performance guarantee to its prior full amount within ten business days.
- Terminate this Agreement as upon a date set by the Consortium.

All remedies available to the Consortium shall be cumulative and the exercise of any rights and remedies shall be in addition to the exercise of any other rights and remedies available to the Consortium at law or in equity.

SECTION 13. INSURANCE REQUIREMENTS

A. QUALIFICATIONS

At all times while this Agreement remains in effect, the EMS Provider shall maintain on file with the Consortium or its designee all required insurance coverages as set forth in this Agreement, which coverages shall also comply with the following:

- All insurance policies shall be issued by companies authorized to do business under the laws of the State of Michigan and acceptable to the Consortium.
- The policies shall clearly indicate that the EMS Provider has obtained insurance of the type, amount and classification as required in strict compliance with this Section 13.
- No modification or change or cancellation of insurance shall be made without 30 days prior written notice to the Consortium, except for cancelation for non-payment for which ten days prior written notice shall be provided.

B. INSURANCE

1. WORKER'S COMPENSATION

EMS Provider shall provide Workers' Compensation coverage for all employees. The limits will meet statutory obligations for Workers' Compensation and $100,000 for Employer's Liability. Said coverage shall include a waiver of subrogation in favor of the Consortium, Participating Members, KCEMS and their agents, employees and officials.

2. COMPREHENSIVE GENERAL LIABILITY

EMS Provider will provide general liability coverage for all operations including, but not be limited to, contractual, products and completed operations, and personal injury. The limits will be not less than $2,000,000 Combined Single Limit (CSL) provided on a per occurrence basis.

3. COMMERCIAL AUTOMOTIVE LIABILITY

EMS Provider shall provide coverage for all owned and non-owned vehicles used in its operations under this Agreement for limits of not less than $2,000,000 Combined Single Limit (CSL) or its equivalent.

4. MEDICAL MALPRACTICE LIABILITY

EMS Provider shall obtain and possess medical malpractice liability insurance for each employee, agent, or servant responsible for providing medical care during the course of his/her employment. Such liability insurance shall not be less than $1,000,000 per person and shall be issued on a per occurrence basis.

5. EXCEPTIONS

Any exceptions to these insurance requirements must be approved in writing by the Consortium.

Should any EMS Provider be unable to meet the insurance requirements set-forth in this Agreement, the EMS Provider may, at their discretion and on a case-by-case basis, request the Consortium

to accept a modified qualification. The Provider will be required to present justification and documentation to the Consortium, or its designee, before said request can be evaluated, reviewed, or acted upon.

C. AUTHORIZED INSURANCE PROVIDERS

If at any time any of the policies shall be or become unsatisfactory to the Consortium as to form or substance, or if any carrier issuing policies for insurance required herein shall be or becomes unsatisfactory to Consortium, EMS Provider shall immediately obtain a new evidence of insurance satisfactory to the Consortium in replacement thereof.

D. NON-RELIEF OF LIABILITY AND OBLIGATIONS

Compliance with the foregoing insurance requirements shall not relieve EMS Provider of its liability and obligations under any part of this Agreement.

E. PARTICIPATING MUNICIPALITIES AS ADDITIONAL INSUREDS

To the extent allowed by law, all insurance coverages, except medical malpractice insurance, shall name the Participating Municipalities, KCEMS, the Consortium and their officers, employees and agents as additional insureds or as the beneficiaries of the policy as required by the Consortium. Neither the Participating Municipalities, the Consortium, nor their employees, officers or agents shall be liable for any sums of money that may represent a deductible in any insurance policy.

F. SUBJECT TO CONSORTIUM APPROVAL

All insurance policies submitted by EMS Provider are subject to approval by the Consortium. Insurance companies shall be rated "A" or "A-" by A.M. Best Inc., or equivalent.

G. DOCUMENTATION

Prior to the effective date of this Agreement, documentation reasonably satisfactory to the Participating Municipalities shall be filed with the Consortium evidencing the maintenance by the EMS Providers of required insurance coverages and establishing the endorsements specified herein and compliance with the provisions of this Agreement. Each EMS Provider shall also file with the Consortium documentation reasonably satisfactory to the Participating Municipalities for those policies that are renewed during this Agreement or for any policies replaced or modified during the term of this Agreement.

H. SELF-INSURANCE

An EMS Provider may propose a self-funded insurance alternative (self-insurance) in lieu of purchasing insurance as specified above in this Section 13. The Consortium reserves the right in its reasonable discretion to evaluate and approve the EMS Provider's self-insurance alternative. The Consortium reserves the right to require commercial insurance in the amounts and types as set forth above. Approval of a self-insurance alternative should not be assumed.

The Consortium further reserves the right to approve or deny an EMS Provider's request to switch to a self-insured alternative or to condition approval upon such measures reasonably required by the Consortium including, without limitation, obtaining a satisfactory umbrella policy or other surety to protect against

catastrophic claims. The EMS Provider shall not assume such approval will be granted and must allow sufficient time for the Consortium to review such a request.

SECTION 14. INDEMNITY REQUIREMENTS

Nothing in this Agreement shall be interpreted or construed to constitute a waiver of the Participating Municipalities entitlement to rely on a defense of governmental immunity to the extent otherwise permitted by law, which right is affirmed.

A. HOLD HARMLESS PROVISIONS

The EMS Providers shall release, hold harmless, and indemnify the Consortium and Participating Municipalities, their officers, elected officials, employees and agents ("Indemnitees") from all claims, suits, actions, proceedings, judgments, demands, losses, damages, liabilities, costs and expenses, including attorneys' fees, of any kind arising directly or indirectly out of any act or omission of the EMS Provider, officers, its employees, subcontractors or agents in connection with this Agreement. EMS Providers' indemnification obligations shall not apply where the party claiming the right to indemnification caused the claim or loss due to its sole negligence, gross negligence or willful misconduct.

If a claim or legal action, which is covered by these provisions, is asserted or brought against the Indemnitees, the EMS Provider shall pay any and all reasonable legal expenses that the Indemnitees shall incur in connection with such claim or action. The right to choose which attorneys shall represent the Indemnitees in any such claim or legal action shall be at the sole discretion of the Indemnitees; provided, however, the EMS Provider is liable to pay for such legal expenses only to the extent that they are reasonable. The term "legal expenses" as used in this provision shall include, but not be limited to, reasonable attorneys' fees, paralegal and legal support staff expenses, costs of arbitration, mediation, expert witnesses, exhibits, reasonable investigations, and reimbursement for all time, expense, and overhead of all Indemnitees' personnel or consultants assisting in the defense of the legal action or in responding to or investigating a claim or demand. The provisions of this Subsection 14.A. shall survive any termination of this Agreement.

B. LIMITATION OF DAMAGES

In no event shall the Consortium or Participating Municipalities be liable to an EMS Provider or to any third party for any incidental, indirect, consequential, special or punitive damages arising out of or relating to this Agreement, including but not be limited to any claims for lost business or profit, consequential damages or otherwise, regardless of whether the Consortium and Participating Municipalities had been advised of the possibility of such damages. By way of example and not limitation, neither the Consortium nor the Participating Municipalities shall be liable to any EMS Provider for any claims of lost business or profit arising out of any finding of breach or declaration of default by the Consortium or Participating Municipalities. In furtherance of the foregoing, the EMS Providers voluntarily and knowingly waive and release any claim for business or similar damages resulting from the existence or implementation of this Agreement.

C. NOTIFICATIONS

The EMS Provider shall notify the Consortium whenever the State of Michigan Bureau of Emergency Medical Services or other State agency is conducting an investigation of any of its personnel or the operations that provide ambulance service to the Consortium.

SECTION 15. PERFORMANCE GUARANTEE

A. VACATED SERVICE AREA SERVICE GUARANTEE

In the interest of public safety and ensuring that emergency ground ambulance services are available in designated services areas, if, during the term of this Agreement an EMS Provider is unable to provide emergency ground ambulance services in its designated EEAOA, then the remaining EMS Providers will provide said services in those areas requested by the Consortium. The services will be provided until such time as the Consortium determines a formal resolution to provide emergency ground ambulance services in the area vacated by the EMS Provider.

SECTION 16. WITHDRAWAL FROM OR TERMINATION OF AGREEMENT

Any Participating Municipality or individual EMS Provider may withdraw from this Agreement without terminating this Agreement. Any withdrawal or termination must comply with the following provisions:

A. At any time a Participating Municipality may withdraw from participation in the Agreement for cause which is consistent with the terms of this Agreement by providing written notice to the Consortium subject to the following:

- In the event that a Participating Municipality withdraws from participation, the Consortium will immediately notify the affected EMS Provider of the withdrawal. The EMS Provider agrees to provide services for a period of up to 180-days, or until such time as mutually agreed between the EMS Provider and the withdrawing Participating Municipality.

- Withdrawal by a Participating Municipality does not impact the application of the terms of this Agreement to other signatories to this Agreement.

B. In the event that an EMS Provider desires to withdraw from this Agreement it must provide written notice of the withdrawal not less than 180 days in advance of terminating services and must continue to provide service throughout the 180 day period at the expected levels as stated in this Agreement or until such time as the EMS Provider and Consortium mutually agree to terminate services. Withdrawal from this Agreement by an EMS Provider does not impact the application of the terms of this Agreement to other parties. If neither of the remaining EMS Providers agree to provide services in the withdrawn EEAOA, the outgoing EMS Provider shall thereafter provide services for up to an additional 180 days, or until such time as mutually agreed-upon between the Consortium and the outgoing EMS Provider.

C. This Agreement may be terminated by the mutual consent of the parties subject to the following:

- The termination must be documented in writing between the Consortium and the EMS Providers
- EMS Providers agree to fully comply with the 'Outgoing EMS Provider's obligations as set forth in Section 17 hereof.

Deleted: As a result of thisthe Agreement agreement to provide emergency ground ambulance services in a non-served EEAOA or portion thereof, the remaining EMS Providers as well as the Participating Municipalities may incur costs to provide services, which are not otherwise recoverable through the administrative service fee or fees-for-services or third-party payers. Under such circumstances the Consortium is authorized to access the performance guarantee of the vacating EMS Provider to cover any costs resulting from an EMS Provider vacating a service area. The Consortium may consider requests by the remaining EMS Providers to cover otherwise non-reimbursable costs by reimbursement from the performance guarantee of the vacating EMS Provider.¶

¶

B. Performance Security Guarantee¶

The EMS Providers shall each furnish a performance guarantee by any of the three methods listed below, or by a combination of the methods approved by the Consortium in writing. Each individual EMS Provider must obtain and maintain, throughout the term of thisthe Agreement, a performance guarantee in the amount of $500,000 in one of the following forms:¶

Irrevocable letter of credit issued pursuant to this Section in a form and from a bank or other financial institution acceptable to the Consortium, or¶

Cash deposit, which must be deposited with an escrow holder acceptable to the Consortium and subject to an escrow agreement approved by the Consortium, or¶

Performance bond as security for the faithful performance of all obligations under thisthe Agreement. The bond shall be in such form and with such provisions as are acceptable to Consortium. (The irrevocable letter of credit, cash deposit, or performance bond referred to collectively herein as the "performance guarantee".)¶

SECTION 17. OUTGOING EMS PROVIDER PROVISIONS

A withdrawing EMS Provider must continue to provide services in compliance with the provisions of this Agreement as set forth in Section 16.B., above during the withdrawal period. During the withdrawal period, if conditions of major breach occur, the Consortium may immediately draw up to 50% of the performance guarantee if the issue is not resolved in 15 days. If the performance guarantee balance is not restored within fourteen (14) days, the Consortium may withdraw an amount up to the full remaining balance of the performance guarantee.

The parties agree that no records, data, or information, regardless of source, shall be erased, discarded, modified or removed from the premises of the EMS Provider outside the normal course of business activities, or modified without the specific written approval of the Consortium. Any information, spreadsheets, documents, data, or electronic media shall become the property of the Consortium. Any loss or damage to such records, materials or information, for any reason, may be replaced/recreated by the Consortium and the cost for such restoration paid by withdrawing EMS Provider.

Personnel records of employees shall, with the proper consent of employees, be released to the Consortium in a timely manner.

Unless otherwise specifically instructed, all requests pursuant to this Section 17 shall be met within two (2) weeks of written request for said documents.

It is expressly understood and agreed to by all parties that any delay, lack of submittal of requested or required information, or impedance of any kind on the part of the withdrawing EMS Provider as the Consortium attempts to exercise any or all of these provisions shall constitute an immediate major breach of Agreement subject to complete forfeiture of the performance guarantee.

Appendix A

I. Response Time Interval Measurement Methodology

EMS Providers response time interval performance shall be calculated on a monthly basis to determine compliance with the standards set forth in this contact. The EMS Provider will be held accountable for their response time interval performance regardless of how the request for service is received. In the monthly calculation of EMS Providers compliance to response time interval performance standards, every request from the Consortium service area shall be included. The following provisions will apply to how response time event data and intervals are captured and calculated.

A. Reporting Frequency & Data Validity

Each EMS Provider shall submit their monthly response time interval performance report the Consortiums designee no later than the third Friday of the following month. The Consortiums designee shall validate the individual reports through the data submitted to ensure compliance. Failure to submit monthly reports or to inaccurately report data outside of the predetermined data definition and submission process will be considered a major breach. The Consortiums designee shall provide quarterly reports to the Consortium including summaries of operational successes and challenges.

Geo-Fencing

As technology continues to evolve, the EMS Provider agrees to implement use of geo-fencing technology, or functional equivalent technology that meets with the approval of the Consortium, to reliably automate the time stamping of vehicle movement events (e.g., enroute to scene; at scene; enroute to hospital; at hospital). The implementation of geo-fencing technology shall be considered in future extensions of this Agreement.

B. Response Time Interval Calculation – Individual Response

The Response Time is defined as the interval, in exact minutes and seconds, between the Call Receipt time and arrival At Scene time, or, between the Call Receipt and the time the ambulance is cancelled by a public safety agency.

C. Call Receipt

Call Receipt is defined as when the EMS Provider's dispatch center receives adequate information to identify the location of the call and the Medical Priority Dispatch Protocol priority level.

D. At Scene

"At Scene" time means the moment the first ambulance service licensed ALS vehicle, appropriately staffed, arrives and stops at the exact location where the vehicle shall be parked while the paramedic(s) exits to approach the patient and notifies dispatch (via MDC, AVL or voice). Crews will not report at scene until the vehicle has come to a complete stop.

A supervisory or other non-transport capable unit, licensed as an emergency response vehicle, that arrives prior to an ambulance and has ALS capability will count as the 'At Scene' time for the purposes of response time interval calculations. If a non-transporting supervisor vehicle arrives and meets the on-scene time

requirement, the transporting ambulance must arrive to the scene, from the time of call receipt to arrival, under the subsequent time response standards for that response zone so as to avoid unnecessary delays in transporting the patient. For example, if a licensed ALS capable vehicle arrives on-scene within the response time standard for the prioritized medical call, the arriving transporting ambulance must arrive within the response times for a Priority II call. EMS Providers shall provide documentation on the response time arrival for the transporting ambulance that arrives on-scene.

Deleted: Priority II parameters

In situations where the Ambulance has responded to a location other than the scene (e.g. staging areas for hazardous materials/violent crime incidents, non- secured scenes, gated communities or complexes, or wilderness locations), arrival 'at scene' shall be the time the Ambulance arrives at the designated staging location or nearest public road access point to the patient's location.

E. Failure to Report at Scene Time

In instances when ambulance crews fail to report At Scene, the time of the next communication between dispatch and the ambulance crew shall be used as the At-Scene time. However, EMS Provider may document the actual arrival time through another means (e.g. First Responder, AVL, communications tapes/logs, etc.) so long as an auditable report of any edits is produced or the edit is validated through secure technological means.

II. Calculating Response Time Interval with Upgrades, Downgrades, Cancellations, Mutual Aid, and Turn-Overs

In the event any of the following events occur during an Emergency ambulance response (with or without lights and sirens), the calculation of the response time interval determination of compliance with Agreement standards and penalties for non-compliance will be as follows:

A. Upgrades

If an assignment is upgraded to Priority 1 from Priority 2 or 3 prior to the arrival on scene of the ambulance, EMS Provider's compliance and penalties will be calculated based on time elapsed from call received to at scene at longer response time interval standard.

B. Downgrades

If a call is downgraded prior to arrival on scene of the ambulance from Priority 1 to Priority 2 or 3, EMS Provider's compliance and penalties will be determined as follows:

i) If the time of the downgrade occurs before the ambulance has exceeded the higher priority response time standard, the less stringent standard will apply. If the downgrade occurs after the ambulance has exceeded the higher priority response time standard, the more stringent standard will apply

ii) Prioritization of Assignments to Responses Priority 1 calls will take precedence over Priority 2 and 3 responses. Priority 2 responses will take priority over Priority 3 responses.

C. Canceled Calls

If an assignment is canceled prior to arrival on the scene by the emergency ambulance, EMS Providers compliance and penalties will be calculated based on the elapsed time from call receipt to the time the call was canceled if that time was greater than the time allowed for that priority time standard. Calls that are cancelled prior to arrival and where the cancellation occurs before the applicable response time will be not be counted or included in the monthly compliance reports.

D. Mutual Aid Responses

EMS Provider shall not be held accountable for response time compliance for any assignment originating outside its EEAOA that is turned over from another EMS Provider or in mutual aid outside of the Consortium service area.

E. Turn-Overs

If the EMS Provider turns-over a response in its own EEAOA to another EMS Provider the EMS Provider turning over the response will still be held accountable for the response time interval performance to include their response time and that of the EMS Provider taking the response. The EMS Provider taking the response will be held accountable for their performance from their own time of call receipt from the EMS Provider that turned-over the response.

i) Each Incident a Separate Response

Each incident will be counted as a single response regardless of the number of units that are utilized. The response time interval for the first arriving ambulance will be used to compute the response time interval for that incident.

III. PRIORITIZATION OF ASSIGNMENTS TO RESPONSES[5]

Priority 1 calls will take precedence over Priority 2 and 3 responses. Priority 2 responses will take priority over Priority 3 responses. If an ambulance is reassigned enroute or cancelled prior to arrival on the scene (e.g. to respond to a higher priority request), compliance and penalties will be calculated based on the assigned priority of the initial or the upgraded priority - whichever is shorter. Response times will be calculated from the time a call is received until the assigned ambulance arrives on scene, diverted, or original response.

Response Time Exceptions and Exception Requests

Extended delays at hospitals for transferring patients to receiving facility personnel will not be a criterion for potential good cause exceptions.

Equipment failure, traffic congestion not caused by the incident, ambulance failure, lost ambulance crews, or other causes deemed to be within the EMS Provider's control or awareness will not be grounds to grant an exception to compliance with the Response Time Standard.

Exceptions may be requested for the following:

A. Exceptions may be requested and must be submitted in writing to the Consortium or designee. A request must be submitted no later than the submission date of the monthly response time compliance report (in which the event or exclusion is requested) or be included within the report, unless otherwise specified within the Agreement. Exception requests may be submitted to the Consortium or designee for the following:

[5] Med 1, Med 2 and Med 3 are used interchangeably with Priority 1, Priority 2 and Priority 3, respectively, for the purposes of responses to scenes. Medical first responders are typically assigned a Med level, where ambulances are assigned a Priority level. MFR vehicles respond with lights and siren to Echo, Med 1 and 2 calls. Ambulances respond with lights and siren only to Echo and Priority 1 calls.

Unusual System Overload

EMS Provider shall maintain mechanisms for backup capacity, or reserve production capacity to increase production should a temporary system overload persist. However, it is understood that from time to time unusual factors beyond EMS Provider's reasonable control affect the achievement of specified response time standards.

Unusual system overload is defined as one-hundred twenty-five (125) percent of the service area average demand for the day of the week and hour of day. The average demand for each day and hour is to be calculated on an annual basis using the prior calendar year's actual run volume. It will be up to the EMS Provider to provide the historical demand data analysis to show the average demand for the day or week / hours of day applicable to the for an unusual overload exception. The Consortium or designee may request an audit of the data used to generate the historical demand data analysis before granting the exception.

B.Multi-Casualty Incidents, Multi-Patient, Disasters, or Severe Weather

The Response Time requirements may be suspended at the sole discretion of the Consortium or designee during a declared multi-casualty or multi-patient incident in the designated service area.

Requests during a disaster confirmed by local or regional authorities in which the EMS Provider is rendering assistance will be considered. During such periods, the EMS Provider shall use best efforts to simultaneously maintain coverage within their service area while providing disaster assistance as needed. Upon resolution of the disaster event, the EMS Provider may apply to the Consortium or designee for retrospective exemptions on late responses accrued during the period of disaster assistance and for a reasonable period of restocking and recovery thereafter.

Requests occurring during a period of unusually severe weather conditions; such response time compliance is either impossible or could be achieved only at a greater risk to EMS personnel and the public than would result from delayed response. During these periods, the EMS Provider may apply retrospectively to the Consortium or designee for exemptions to late runs. To qualify, the EMS Provider must provide sufficient documentation supporting such conditions. Reasonable effort must be shown by the EMS Provider that mitigation measures were employed (i.e. additional unit hours added) if an advance weather warning was issued by the weather service.

C. Mutual Aid

If the EMS Provider responds to requests for mutual aid in times of disaster, the Consortium or designee may also grant response time interval performance exceptions.

D. Hospital Divert

The Consortium recognizes that when area hospitals go on ambulance divert the result is an increase of a longer transport distance that places demands on the system beyond the EMS Providers control. During these periods the EMS Provider may apply retrospectively to the Consortium or designee for exemption to late runs. To qualify the EMS Provider must provide sufficient documentation showing the impact to unit status availability, the location of the available ambulances and responding ambulance, and hospital divert times and duration.

E. Access

The Consortium recognizes specific conditions that limit access to the location of a call and are beyond the EMS Provider's control. To qualify the EMS Provider must provide sufficient documentation showing one of the following three conditions listed above was met:

- Access blocked by train without an alternate route with equal or superior time of travel and without railroad crossing;
- Slowed by following first responder unit to scene of call;
- Construction if not previously known by the EMS Provider or if known the EMS Provider did not have reasonable means to mitigate its impact.

F. Audible notification to dispatch of the circumstance, does not, in and of itself provide adequate documentation of the cause of the delay. Notification to Dispatch, combined with AVL or other secure technology or other methods may be acceptable, as determined by the Consortium or designee.

Good Cause

The Consortium or designee may allow exceptions to the Response Time Standards for good cause as determined at his or her sole discretion. At a minimum, the asserted justification for exception must have been a substantial factor in producing a particular excess Response Time, and EMS Provider must have demonstrated a good faith effort to respond to the call(s).

IV. EXCEPTION REQUEST PROCEDURE

If EMS Provider feels that any response or group of responses should be excluded from the calculation of response time interval compliance due to unusual factors beyond EMS Providers reasonable control, the EMS Provider must provide detailed documentation for each response in question to the Consortium or designee and request that those responses be excluded from calculations and late penalties. Any such request must be in writing and received by the Consortium or designee along with that month's performance reports. A request for an exception received after that time will not be considered. The Consortium or designee will review each exception request and make a decision for approval or denial. It is the EMS Provider's responsibility to request an exception.

At the sole discretion of the Consortium or designee, calls with extended Chute Times (the time interval from Dispatch to ambulance enroute) of more than two (2) minutes may be excluded from consideration as Exceptions.

All decisions by the Consortium (or designate) shall be considered final.

V. DOCUMENTATION OF INCIDENT TIME INTERVALS

The EMS Provider shall document all times necessary to determine total ambulance Response Time intervals, including, but not limited to, time call received by the ambulance dispatch center, time location verified, time ambulance crew assigned, time enroute to scene, arrival at scene time, time departed patient, time enroute to hospital, and arrival at hospital or emergency department, Urgent Care, Procedure Facility,

Nursing Home, Patients Home, or other medically acceptable location). Other times may be required to document specific activities such as arrival at patient side, times of defibrillation, administration of treatments and medications and other instances deemed important for clinical care monitoring and research activities. All times shall be recorded on the electronic Patient Care Report (ePCR) and/or in EMS Providers computer aided dispatch system.

Appendix B

KCEMS Administrative Policy: System Data / Performance Requirements and Standards

This document identifies system standards for various capabilities, equipment and performance, data collection and reporting for the ambulance services that are a part of the EMS system overseen by KCEMS. These standards will change over time in response to advances in medical science and improvements in organizational infrastructure and capabilities. These are not system or clinical protocols, which are specified in other KCEMS documents.

The following is an excerpt of the proposed policy as it relates to the provision of ambulance services. The proposed policy is expected to be adopted by KCEMS in its entirety.

Ambulance Services

1. Ambulance response time intervals
2. Patient contact time logging: Recorded in discrete data field for each response with patient contact with >XX% reliability
3. RAPS Score on all patients with 90% reliability
4. EMS cardiac arrest cases
   - CARES data entry completed within 10 days of event
   - Any new monitors must include real-time chest compression rate, depth and recoil feedback technology
   - Continuation of compression and ventilation metronome from MFR (compression metronome continuation may be discontinued when replaced with new monitors having real-time chest compression rate, depth and recoil feedback technology feedback)
   - Average adult chest compression rate in 100 – 120 / min. range with >75% reliability
   - Chest compression fraction of 0.75 or greater with >75% reliability
   - Pre- and post-shock pauses <5 seconds with >80% reliability when using ALS monitor
5. EMS ACS/STEMI cases
   - Monthly ACS/STEMI data set
   - Patient contact to 1st 12 lead interval <10 min with 90% reliability
   - EMS STEMI Alert 12 Lead to hospital notification <10 min. with 90% reliability
6. EMS stroke cases
   - Completion of stroke scoring >90% on eligible cases
   - Hospital notification <20 min. after patient contact or <10 min. after stroke score completion >90% reliability
7. EMS pain cases
   - Ambulance data set on isolated extremity fracture cases with pain
8. EMS airway cases
   - EMS advanced airway data set
   - ETCO2 monitoring on intubated patients with 100% reliability
9. EMS Trauma Cases
   - Documentation of GSC on trauma patients with altered sensorium >90%
   - If GCS <15, hospital notification <20 min. after patient contact
10. Customer Satisfaction
    - Use of patient satisfaction tool and reporting of aggregate results to KCEMS
11. Biomedical device and ePCR clock time synchronization within 5 sec. of US Naval Observatory Clock
12. Ambulance data sets for ad hoc baseline / performance improvement studies.