MEETING DATE: 6/3/19  ITEM: 10M
AGENDA ITEM SUMMARY

Subject: AMR Ambulance Contract Renewal – one year

Recommendation: I recommend that the City approve the proposed agreement with AMR.

Enclosed is an agreement for ambulance services between the City of Charles City and AMR. After much discussion and review by the City and the ambulance commission and AMR here is a contract renewal for FY20. The agreement holds most aspects of the past contract the same with some key changes.

Those changes include:

- Eliminates revenues paid by AMR to the City & County for various services, however the City and County will still provide these services to AMR in-kind.
  - Ambulance Driver Staffing - $4,630.56 per year (2019)
    - To save cost we have the on duty fireman respond in the ambulance to the scene, where an AMR employee then meets them and takes over
  - Use of Dispatch Services - $11,486.52 per year (2019)
    - Use of the county funded dispatch at the PD for dispatching services.
  - Rental of Fire Station- $7,657.68 per year (2019)
    - Use of portion of the building for office and ambulance/equipment storage
- Creates an annual payment paid to AMR from the City of $50,000
- Rates for Service- Appendix “A” – show some substantial increases ranging from 80%-100+% from the last contract

Contract continues to provide 1- ALS ambulance on a 24-hour, seven days a week schedule, but is now clearly defined. And contract is still a contract between the City and St. Charles Township.

There had been much discussion from the hospital specifically for added availability of transport service, but without any additional funding to bring on added crew we just tried to hang on to what we currently have.

As you recall AMR requested elimination of their required payment - $23,774.56 for city/county services, plus a request for direct funding to them of $128,000, so a 151,774.76 swing. We were able to come up with $73,774.56 of that but still short. The variable then was the services fees which see a dramatic increase.

Since we weren’t able to narrow the gap as much as they had hoped, a one-year agreement was all that AMR would agree to. I think the discussion on ambulance service provision needs to continue to find a long term solution, but safe to say they will all be more expensive than this. On a positive note, some newer equipment and staffing became available when Iowa Falls ended their contract with AMR.
RESOLUTION NO. 85-19

RESOLUTION APPROVING RENEWAL OF AGREEMENT BETWEEN THE CITY OF CHARLES CITY, IOWA AND AMR FOR AMBULANCE SERVICE FOR THE CITY OF CHARLES CITY

WHEREAS, the City of Charles City, Iowa (the City) has an agreement with AMR, TEC, Inc. (AMR) which provides for emergency medical services to be provided to the City as set forth therein; and

WHEREAS, AMR has submitted the following changes to the Floyd County Ambulance Commission for approval, and which were approved by the Commission:

1. Eliminate the revenues previously paid by AMR to the City and County for various services with these services now being provided by the City and County as in-kind amounts as follows: ambulance driver staffing - $4630.56/year, use of dispatch services - $11486.52/year and rental of fire station - $7657.68/year.
2. An annual payment of $50,000 to be made to AMR from the City.
3. Rates for Service – changes to rates for service as outlined in Appendix A attached.

WHEREAS, the agreement between the City and AMR must now be amended to reflect the new charges and rate increase approved by the Commission.

NOW, THEREFORE BE IT RESOLVED that the contract between AMR and the City be, and is hereby, amended to grant the rate increase and new charges set forth above and to become effective on the 1st day of July, 2019 and terminate June 30, 2020.

Passed and approved this 3rd day of June, 2019.

_____________________________________
Dean Andrews, Mayor

Attest:

_____________________________________
Trudy O’Donnell, City Clerk
EMERGENCY AMBULANCE SERVICES AGREEMENT

THIS EMERGENCY MEDICAL SERVICES AGREEMENT is made and entered into the July 1, 2019, between (“AMR”), TEK, Inc. dba American Medical Response and The City of Charles City, Iowa (“Agency”). This Agreement supersedes any previous agreement between AMR and the Agency and serves as the sole contractual agreement between the two parties for term of services.

WHEREAS, the Agency is a political subdivision of the State with authority over the delivery of pre-hospital emergency medical services ("EMS") within its jurisdiction;

WHEREAS, AMR is a licensed provider of high quality EMS with the capability to provide EMS within the Agency’s jurisdiction;

WHEREAS, in order to assure that residents and visitors within the Agency’s jurisdiction receive appropriate EMS when required as a result of injury or illness, the Agency desires to grant AMR the right to provide the specific EMS described herein, and AMR desires to provide such EMS, subject to the terms and conditions specified herein.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Operating Area. The Agency hereby grants AMR the right to provide emergency medical services (the “Services”) within the corporate city limits of Charles City, Iowa and within that portion of St. Charles Township served by it on the date of this agreement, (the “Service Area”). Notwithstanding the foregoing, AMR may enter into subcontracts and mutual aid agreements with licensed ambulance providers, as deemed necessary by AMR to insure adequate coverage throughout the Service Area. AMR will accept all calls without regard to gender, race, religion, age, nationality or ability to pay.

2. Facilities, Equipment and Operations. AMR will maintain a headquarters located in or around the Agency as well as maintain outlying substations as needed to insure adequate deployment of resources according to status system management. AMR will make available one (1) ALS ambulance on a 24-hour, seven days per week basis. AMR will upgrade and replace ambulances, defibrillators and other assets on a reasonable basis, at its expense, as it deems necessary. AMR will be responsible for all capital and equipment purchases with such purchases to be made in its reasonable discretion. Whenever it is necessary to transport equipment that belongs to first responders along with the patient in an AMR ambulance, AMR will replace the equipment that is damaged during use by AMR. Such equipment will include, but not be limited to, stretchers, splints, extrication devices, backboards or MAST pants.

3. Personnel. AMR reserves the right to adjust personnel and staffing levels to the extent it deems necessary to provide the services described herein. AMR will be responsible for all management and personnel issues related to EMS employees hired by AMR. EMS personnel shall at all times be employees of AMR and shall be subject to AMR personnel policies and guidelines, including AMR’s Standard Operating Procedures for the Service Area.

4. Obligations of the Agency.

A. The Agency agrees to retain AMR as the ambulance provider of all ambulance transportation including but not limited to emergency medical Services and non-emergency medical Services, during the Term. The Agency agrees to adopt or amend any necessary ordinances or regulations to effect this Agreement. The Agency agrees to provide dispatch for all 911 calls and will provide dispatch services in accordance with generally accepted national standards. The Agency PSAP will work with AMR to develop and implement standard operating guidelines which outline policies and procedures for dispatch and communication of all 911 calls with AMR units and AMR staff.

B. The Agency shall provide drivers from the Charles City Fire Department for all emergency 911 ambulance calls within the corporate limits of Charles City and within St. Charles Township. City drivers shall meet any and all AMR personnel requirements including, but not limited to, background screening, EVOC driver training, compliance training, billing training (if applicable), and shall be licensed and certified as required by applicable laws. The Agency warrants and represents that it has performed a background investigation on drivers that operate AMR vehicles including but not limited to, criminal background check, GSA/OIG excluded party check, drug screen, DMV and driver’s license check, sex offender’s check, and employment verification check. AMR reserves the right to require the Agency to replace a driver immediately if AMR believes that the individual may pose a risk to the health, safety or welfare of any Patient. The Agency shall be solely responsible for the payment of any and all wages and benefits to the drivers.

C. The Agency shall provide a heated garage for three (3) ambulances to be based at the Charles City Fire Station.

5. Obligations of AMR. AMR shall provide and house at all times, three (3) ambulances at the Charles City Fire
Station.

All equipment, including ambulances. Of AMR shall comply with all laws of the State of Iowa, the ordinances of the City of Charles City and Floyd County, Iowa, and all rules and regulations that may now or hereafter be adopted by the Iowa Department of Health or any agency of government for the State of Iowa. Upon request, AMR shall provide proof that all equipment complies with these rules and regulations.

AMR will utilize modern equipment together with properly trained and certified personnel to operate a paramedic service on a 24-hour basis, 365 days per year. Except as hereinafter set forth, all personnel shall be employees of SMR while engaged in any manner in the provision of emergency services, training for emergency services, or while responding to or returning from a call for emergency service.

AMR will maintain all equipment in good and workable condition.

AMR shall provide pagers to its employees as necessary to receive dispatching instructions from the Charles City Police Department.

AMR shall furnish and maintain at its sole expense a telephone number the dispatching point.

5. **Compliance.** The parties will comply in all material respects with all applicable federal, state and local laws and regulations, including the federal Anti-kickback Statute. AMR’s ambulances will conform to applicable state and local regulations for medical equipment for ambulances and be duly licensed for the transportation of patients. All personnel staffing vehicles that provide the Services will be licensed or certified as required by applicable law.

6. **Standards.** The Services shall be provided in accordance with prevailing industry standards of quality and care applicable to medical transportation services.

7. **Emergency Medical Services Schedule of Charges and Billing.** AMR will be responsible for billing and collections for all Services provided by AMR. Billing and settlement of claims will be at the sole discretion of AMR. Notwithstanding the foregoing, AMR will use reasonable efforts to establish payment plans for individuals with limited means and will consider “charity care” on a case-by-case basis for individuals who do not have the means to pay for the Services, all consistent with current practices and policies of AMR. AMR will adhere to the pricing schedule for the emergency medical Services within the Agency as set forth in Exhibit A.

8. **Agency Contribution.** During the Term, the Agency will make an annual payment to AMR (the “Agency Contribution”) for purposes of offsetting the expenses of providing the Services described herein. The Agency Contribution shall be payable to AMR in equal monthly installments beginning July 1, 2019 and being due on the first of each month thereafter. The annual Agency Contribution shall be:

   **$50,000**

9. **Indemnification.** Neither party agrees to indemnify or hold harmless the other party. However, to the extent provided by law, each party will be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result from or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party, its employees or representatives, in the performance or omission of any act of responsibility of that party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both parties shall have the right to take any and all actions they believe necessary to protect their interest. This provision shall survive the termination of this agreement.

10. **Insurance.** AMR represents that it has and will maintain comprehensive automobile insurance, comprehensive general liability insurance, and professional liability insurance all in minimum amounts that are customary and usual within the medical transportation industry and workers’ compensation insurance in the statutory required amounts.

11. **Term.** The initial term of this Agreement shall be for 12 months from July 1, 2019 through June 30, 2020. The parties may renew this Agreement with written consent. The initial term and all renewal periods shall be cumulatively referred to as the “Term”.

12. **Termination.** Each party may terminate this Agreement: (a) at any time without cause and at its sole discretion upon one-hundred twenty (120) days written notice to the other party; or (b) upon the material breach of this Agreement by the other party if such breach is not
cured within thirty (30) days of written notice thereof to the other party.

13. **Referrals.** It is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.

14. **Relationship.** In the performance of this Agreement, each party hereto shall be, as to the other, an independent contractor and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained in this Agreement shall be construed to constitute either party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. AMR and Agency administrative staff shall meet on a regular basis to address issues of mutual concern related to the provision of Services and the parties’ respective rights and obligations hereunder.

15. **HIPAA.** Each party shall comply with the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996 and the regulations thereunder (“HIPAA”). All Patient medical records shall be treated as confidential so as to comply with all state and federal laws.

16. **Compliance Program and Code of Conduct.** AMR has made available to the Agency a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR’s web site, located at: www.amr.net, and the Agency acknowledges receipt of such documents. AMR warrants that its personnel shall comply with AMR’s compliance policies, including training related to the Anti-kickback Statute.

17. **Non-Exclusion.** Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C.§ 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

18. **Equal Employment Opportunity.** If the provisions of Executive Order 11,246 are applicable to this Agreement, the parties incorporate the equal employment opportunity clause set forth in 41 C.F.R. part 60-1. If the provisions of Executive Order 13,496 are applicable to this Agreement, the parties incorporate the clause set forth in 29 C.F.R. part 471, Appendix A to Subpart A.

19. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

   If to Agency:
   
   City Manager
   The City of Charles City
   105 Milwaukee Mall
   Charles City, Iowa 50616

   If to AMR:
   
   Regional Director
   American Medical Response
   2500 Abbott Place
   St. Louis, MO 63143
   
   With Mandatory Copy to:
   
   Legal Department
   American Medical Response, Inc.
   6363 S Fiddler’s Green Circle 14th Floor
   Greenwood Village, Colorado 80111

20. **Miscellaneous.** This Agreement (including the Schedules hereto): (a) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance...
with the laws of the state where the Services are performed, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and (g) shall not be effective until executed by both parties. In the event of a conflict between this Agreement and any Schedule hereto, the terms of this Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

TEK, Inc. dba American Medical Response

By: ____________________________

Edward Van Horne, President

The City of Charles City

By: ____________________________

Steven Diers

Print Name: ____________________________

Print Title: ____________________________

Appendix A

<table>
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<tr>
<th>Description</th>
<th>1st Year</th>
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<tr>
<td>ALS1 NON EMERG</td>
<td>$1,494.72</td>
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<tr>
<td>ALS1 EMERG</td>
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<td>ALS2</td>
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<td>MILEAGE (ALL LINES OF SERVICE)</td>
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<td>KING LTD</td>
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**EMERGENCY MEDICAL SERVICES AGREEMENT**

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<tr>
<th>Service Description</th>
<th>Charge</th>
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<tr>
<td>VENTILATOR</td>
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<td>RAPID SEQUENCE INTUBATION</td>
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<td>PARAMEDIC INTERCEPT CHARGE</td>
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<td>OXYGEN OVER 50 MILES (PER MILE)</td>
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<td>PERSONAL CARE SUPPLIES Gloves, Mask and Gown</td>
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<td>IV MAINTENANCE PROCEDURE</td>
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Additional charges may apply based on other supplies used or procedures performed. Full list of charges available upon request.