



Great Falls Emergency Services

November 17, 2018

Dear Commissioner,

We appreciate your willingness to accept this packet of information with such short notice prior to the City Commission work Session on Tuesday, November 20th at 5:30 pm. Unfortunately, we were not made aware of this meeting and we only learned about it a few days ago when a staff member saw it online, we are glad that we were made aware and that we will be in attendance.

When we reviewed Chief Hester's slides online we were surprised by the content recommending that the City put the contract out for bid, this isn't an option since the contract states that it renews automatically for five more years starting May 21, 2019. GFES has not had any major breaches and GFES has not received a letter from the City stating that we were in a major breach. GFES plans to extend the agreement as written in the contract and did not give notice to terminate the contract. (See Attachment A)

This packet contains important information and communications to explain our position on several accounts. We ask that you please look it over and ask us as many questions as possible during the meeting so we can have an opportunity to clarify, share, and to ensure that you receive perspectives from all stakeholders.

Some of the questions that we would like to have the opportunity to answer are as follows:

1) What was the intent of the letter sent to the City by GFES dated March 6, 2018

regarding the contract extension? It was written to inform the City that we were aware that the contract will automatically renew and that we look forward to working with the City. As allowed in 11.14 of the contract, we also asked that we look at revisiting some of the terms in the contract, a request that can be made at any time. (See Attachment B & C)

GFFR response: None

2) Why did GFES come to the City to discuss the idea of revising the contract to allow a BLS ambulance instead of an ALS ambulance? We were being proactive regarding possible staff shortages that we were noticing nationally, in the State and in Great Falls for both the Fire department and GFES and we trusted that the City would work with us.



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We have been getting along well over the years and we felt confident that we are a team versus independent players.

To really do great things in EMS we need to trust each other's motives, not be afraid to discuss each other's point of view, and know that we have longevity and security. This security allows us to invest in the staff, infrastructure and equipment. In fact, we are finally in a position to expand our small EMS quarters thanks to the support of the County, but expansion isn't feasible if the contract isn't secure. Once we begin the five-year term in May I am still unsure if I have enough security to invest \$200,000 in the expansion if the City plans on putting the contract out to bid in 2024. I heard the other day that the City would like to put the contract out to bid every five years; in a small City I don't think that is wise, especially if you have a company that you can trust and work with. I started working for GFES in 1998, I won't go into all of the painful details of what we have all experienced, but I can assure you that today things are the best they have ever been. Everyone involved should be very proud of that fact. With that said we are confused and concerned with current situation and the lack of communication.

We believed that this change that we proposed to the contract will be beneficial, now and in the future, and have experienced that in Missoula. We have been informed that the changes that we recommended are favorable and the Chief has proposed that change on his slideshow. I believe he would like to adopt these changes into the next ems contract. It is a better utilization of paramedic resources, especially since 40-50% of all calls in Great Falls are BLS. When GFES received a copy of the amendment to the contract we were surprised by the strong language that stated that GFES cannot meet the obligations of the contract. Our original letter stated that we may have challenges staffing over the next few months. In other words, it would be difficult but not impossible. We did not prefer the City's language, but after discussing whether or not we should ask to have it changed we didn't think it was worth it since it was a short-term amendment. With that said we really appreciate the City working with us because we think that the change was the right thing to do. Freeing up trained paramedics to respond mostly to ALS calls versus 50% of BLS calls is a step in the right direction. (See Attachment D&E)

GFFR Response: The performance contract is not exclusive and is like any other governmental contract in regards to being open for bid at times to determine what the market will bear and to make sure we are getting the best results for the community we serve. Proposed contract language states that the contract would have (2) automatic renewal periods as long as the performance is acceptable with the third renewal period going to bid.

We do agree that implementing Emergency medical dispatch is the right thing for our system and right resourcing is optimum system. The MOU we worked on together has been inserted into the proposed contract language for the upcoming performance contract. Other proposed changes discussed by both parties in regards to the fines schedule has also been included into the proposed performance contract. That being said, it does not meet the need of having the third ambulance available for service 24 hours a day. The City of Great Falls has spent approximately \$11,000 in overtime to maintain ALS coverage to the City of Great Falls.

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- 3) Did GFES ever have a breach of contract?** Never, we covered all ambulances with Paramedics up to the time of the agreed upon amendment to the contract and we have met the terms of the new amendment since. (See Attachment F)

GFFR response: Upon being given notice that GFES might meet staffing shortages, with permission from the City Manager, GFFR worked with the GFES manager to determine a solution to resolve the shortage and make sure the community continued to have ALS coverage in Fire districts 2, 3 and 4. This intent was originally to be implemented at the end of August. We were then notified that on August 11th, GFES might have a staffing shortage. We agreed that the implementation of the agreement would start on August 11. On August 4th, we were notified by BC Vanson that GFES had contacted him at the beginning of the shift and notified him that they only had one ambulance available. BC Vanson contacted AC Jones and the decision was made to over hire personnel to staff the GFFR ambulance (rescue) to make sure enough transport units were available within the City. This decision was to insure the quality and continuity of patient care delivery to the citizens of our community. (Daily roster attached)

- 4) Did GFES ever receive a letter from the City stating that it intends to terminate the contract for any reason including a major breach and giving GFES 30 days to correct any major breach?** GFES received a letter from Greg Doyon reminding GFES what the consequences would be if it breached the contract but since GFES never breached the contract there wasn't a reason for GFES to ever receive a letter from the City. (See Attachment G)

- 5) Is there any basis for City Fire to believe it does not have to honor the five-year extension contract to GFES?** We are very confused regarding that matter, we were told by Chief Hester that it wasn't his department to decide. We can only assume that

this issue hasn't been fully discussed with the City manager and City Attorney in light of the terms of the contract. It is also confusing that Chief Hester's slide 3 states that on "May 2019 --- the EMS transport contract with GFES is up for revision and both parties have agreed to open the contract". This is what our understanding has been all along as we have continued to discuss this happening before and after March 6, 2018. However, on slide 10 of Chief Hester's slide it states the opposite, .. "We recommend putting the performance contract out to bid". This cannot be done because the contract will automatically renew and GFES has not had a major breach. (See Attachment H & I)

GFFR Response: With the proposed changes to the performance contract, GFFR is anticipating that GFES will not be in agreement to the proposed language. If this results and no agreement can be made in the discussion of the performance contract, then at the expiration of the current performance contract we would revert to the original 2014 performance contract forgoing the current MOU. If GFES could not staff accordingly, they would be in a major breach and this is non-negotiable according to city ordinance 8.5.170 b, c, & d.

- 6) How long does it take to put together an RFP and give a new provider time to begin operations?** If in five years the contract does go out for bid, it is critical that the RFP process be methodical and not be rushed. It has been my experience that a typical RFP process takes 6-9 months. The person that wins the bid will need at least three to four months from the time the bid is awarded to be fully operational, find a location, purchase equipment, hire staff etc.
- 7) Is it beneficial for the City Commission to meet with the current EMS provider on a regular basis?** I believe going forward it will be beneficial for us to meet with the City commission every year or two so we can keep you informed of what is happening with our organization and with EMS in Great Falls, from our perspective, and to hear City concerns and suggestions for improvement. We should have been doing that more often during the past contract period, I regret not doing so.

GFFR response: The GFFR Fire Chief has been appointed the EMS system administrator by direction of the City Manager. GFFR feels it WOULD be beneficial for Mr. Kuhn (contracted transport vendor) to meet at least annually with him to discuss issues with the EMS system. If needed, both parties can meet jointly to address the commission.

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8) Why does GFES not agree with GFFR's unit matrix for ambulance allocation and why is GFES very confident in the way it allocates its resources? The fire department believes that GFES should have 5 staffed ambulance hours for every transport by having three ambulances 24/7. GFES believes that an average UHU of .25 to .35 is the industry standard, meaning 2.9 to 4 staffed ambulances for every transport, especially for this area since our average transport time is 49 minutes, less than an hour. We also don't believe that we should just allocate ambulances generally but daily and hourly so we make the best use of valuable resources. Adding more hours at night and early morning just makes us even less efficient, spending approximately \$150,000 per year, and it doesn't improve times that need more resources. However, if we look at each day and each hour, we can add resources where they are needed. For example, we are currently looking at adding a fourth ambulance from 4 to 8 on Friday evenings. We also know that we are staffing correctly because our requirement of responding in 9 minutes or less 90% of the time is currently being exceeded, we are at 95% YTD.

Another concern we have over the allocation, as it is proposed by the fire department, is it makes it difficult for any EMS provider to be flexible and viable. We believe that negotiating a contract with flexibility with parameters allows the EMS system to thrive.

I don't think GFES, the fire department or the City should shy away from negotiations to make changes that both parties agree to over the next five years. We look forward to it. (See Attachment J, K, L & M)

GFFR Response: The current deployment plan states that you will only have (2) 24/7 ambulances with the third ambulance at an on-call status. You currently staff the third ambulance from 0800-2200 hrs. Numerous times GFES has ambulances assigned to non-911 calls and the EMS system gets busy. This depletes from the available ambulances to respond to 911 calls within the City of Great Falls. GFFR adopted a proven matrix from a similar system (ALS provided by Engine companies with a private vendor to conduct transport) in Aurora CO. The matrix is a proven working document and the only change was to reflect our system's calls for medical service. This change is to ensure that the vendor has enough staffed ambulances available to maintain the highest level of care to the citizens of our community.

The fines increase has went from averaging \$3000/year to \$12,500 over the last two years. This increase shows the need for additional ambulances to handle the influx in EMS calls. In times were the system is busy and the vendors private transport units are not available, GFFR steps in to reset the EMS system and provide transport to the awaiting customer. GFFR surge transport has went from 3-5 times a year at the beginning of the EMS contract to averaging transport 5 times a month in 2018.

9) What kind of relationship does GFES have with other organizations in the community?

We have great relationships with other providers, we have asked them recently how we are doing and they have been very positive. We are proud of how we try to please our

customers. Currently we are trying to set up a meeting with the base to work out concerns we both have about reimbursement, the MOU, and their very high cancel rates.

I understand that the City has the right to put the EMS contract out to bid in 2024, even though we would prefer a rolling five-year evergreen clause based on performance. However, the City also has a clear obligation to honor our five-year agreement between 2019 to 2024. As we stated in our March 6, 2018 letter, prior to the renewal on May 21, 2019 we would be pleased to sit down and discuss any ideas that Chief Hester may have regarding revisions to the

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contract. In earlier discussions, Justin and I were told that negotiating the agreement is what would happen, it wasn't until a few days ago on November 15th 2018 that we were told that plans have changed and that the contract might be going out to bid next year, in violation of the contract.

We look forward to meeting with you on Tuesday. I am personally grateful to have been involved with GFES and look forward to working with the City for at least the next five years, as we fulfill the contract. I have learned from our experiences over the past 20 years and we look forward to working together making things even better in the future. Thank you!

Sincerely,

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David Kuhn

GFES President

