

**AGREEMENT FOR THE PROVISION OF  
SERVICES RELATED TO THE  
EMERGENCY MEDICAL CARE SYSTEM  
IN LINCOLN, NEBRASKA  
(RENEWAL)**

THIS AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2000, by and between **Emergency Medical Services, Inc.**, a nonprofit corporation, hereinafter referred to as "Oversight Contractor", **The City of Lincoln, Nebraska**, a municipal corporation, hereinafter referred to as "City", **St. Elizabeth Community Health Center**, a non-profit corporation, hereinafter referred to as "St. Elizabeth", **BryanLGH Medical Center**, a non-profit corporation, with two Lincoln campuses, one at 1600 South 48th Street and one at 2300 South 16th Street, hereinafter referred to as "BryanLGH" and **Lancaster County Medical Society**, a non-profit corporation, hereinafter referred to as "LCMS."

**RECITALS**

**I.**

The parties have previously entered into an Agreement which reposed in Oversight Contractor the right and duty to establish Medical Care Protocols to be followed by those entities and agencies comprising the out-of-hospital emergency medical care system in Lincoln; to provide continuing quality assessment of the care being provided to citizens of the City of Lincoln by the out-of-hospital emergency medical care system; to provide medical direction and control; to provide rate review and recommendations for ambulance rates in the City of Lincoln; and to perform other duties relating to the provision of out-of-hospital emergency medical care in Lincoln.

**II.**

The parties now desire to renew said Agreement for an additional term of four years upon the terms and conditions as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties do agree as follows:

**Section 1. Duties of Oversight Contractor.**

A. Protocols. Oversight Contractor shall be responsible for and shall have the authority to perform the following duties:

(1) Establish and assist in enforcing standards by which out-of-hospital emergency medical care will be implemented and assessed.

(2) Review reports regarding qualifications and performance of all out-of-hospital emergency medical care personnel.

(3) Approve or conduct in-service education and training programs necessary to maintain the skilled proficiency of all out-of-hospital emergency medical care and emergency medical dispatch personnel involved in the out-of-hospital emergency medical care system.

(4) Conduct periodic reviews of report forms and medical care protocols to insure compliance with out-of-hospital emergency medical care with established standards.

(5) Review medical issues as they relate to recommended improvements in the emergency medical care system.

(6) The Oversight Contractor shall have no authority to eliminate or substantially impair the priority dispatch system without the prior written approval of the City.

B. Quality Assurance. Oversight Contractor will conduct periodic review of basic and advanced life support provider performance in the field, as well as the emergency medical dispatchers, will analyze deviations from protocols, investigate incident reports, and proceed with corrective actions when non-compliance with established protocols is identified. In particular, Oversight Contractor shall:

(1) Design, develop, and implement a data collection procedure utilizing encounter forms, dispatch logs, incident reports, trip records, and supervisor logs.

(2) Conduct ongoing monitoring and analysis of the data collected for use in evaluation of emergency medical dispatch and basic and advanced life support personnel in the emergency medical care system.

(3) Conduct periodic reviews of the performance levels of emergency medical dispatch and basic and advanced life support personnel in the emergency medical care system through information gathered through the data collection procedure and through direct observation of performance by field supervisors.

(4) Review incident reports and recommend solutions for corrective measures or disciplinary action as appropriate.

(5) Provide advice, guidance, and recommendations to the Medical Director regarding disciplinary action for deviations from or non-compliance with established protocols.

(6) Review and prepare reports outlining strengths and weaknesses in the delivery of out-of-hospital emergency medical care on a system-wide basis.

(7) Conduct special studies involving out-of-hospital emergency medical care system personnel performance as deemed appropriate.

(8) The Contractor may inspect ambulances and other emergency medical equipment at reasonable times to ensure compliance with the terms of any certificates held, state, local and federal laws, rules, regulations, or protocol.

C. Medical Direction. Oversight Contractor shall employ by contract a Medical Director who shall be a physician licensed to practice in the State of Nebraska, and is Board certified in emergency medicine or experienced in the practice of emergency medicine, to provide the overall medical direction and control necessary for all out-of-hospital emergency medical services, including but not limited to emergency ambulance service, special event standby ambulance service, routine ambulance service, but shall not include aeromedical services, within the out-of-hospital emergency medical care system as required by the Emergency Medical

Services Act (Neb. Rev. Stat. §71-5101 (Reissue 1996)), and related statutes. The contract with the Medical Director will provide that the Director may not terminate or suspend his or her employment without 60 days notice to the Oversight Contractor.

The Medical Director shall, jointly with the Lancaster County Medical Society, promulgate Medical Care Protocols to be followed by out-of-hospital emergency medical care personnel in the Lincoln emergency medical care system and to enforce such protocols. However, the Medical Director shall retain ultimate authority and responsibility for monitoring and supervision, for establishing protocols, for standing orders, and for the overall supervision of the medical aspects of the emergency medical service. For purposes of this Agreement, Medical Care Protocols shall include those protocols that govern the provision of out-of-hospital emergency medical care by a provider to a patient, and shall include the adopting of pre-arrival instructions and response modes under the priority dispatch system approved by Oversight Contractor and used by the City in the dispatch of out-of-hospital emergency medical care providers. Such authority to promulgate protocols relating to dispatch must be exercised in a manner consistent with licenses and agreements as may exist between the City and the provider of any such priority dispatch system. For purposes of this Agreement, the emergency medical care system shall be deemed to include St. Elizabeth, BryanLGH, the Lincoln Fire Department, the Lincoln-Lancaster County Communications Center in its capacity as dispatch center for emergency medical calls, and any person or entity holding a Certificate of Public Convenience and Necessity issued by the City. Such protocols shall be in writing. Prior to final approval being given to any new protocol, or the revision of any existing protocol, Oversight Contractor shall forward copies of the new or revised protocol to the Oversight Contractor's Board of Directors, to the Lancaster County Medical Society Medical Direction Board, and to the other parties for their review and comment. Such new or revised protocols shall be provided to all entities and agencies comprising the emergency medical care system.

The Medical Director is authorized to restrict the privileges of any out-of-hospital emergency care provider employed by any emergency medical service within the system based upon the refusal or failure of such provider to properly follow any patient care protocol, standing order, or other medical control directive. Upon being informed of any such refusal or failure, the Medical Director shall make such investigation as he or she deems appropriate and shall discuss the alleged refusal or failure with the out-of-hospital emergency care provider involved. The Medical Director shall consult with the head of the emergency medical service employing such provider to determine the appropriate restrictions, if any, to be placed on the provider and any remedial education or training required. The Medical Director's determination as to the appropriate restrictions and remediation shall be final and shall be reduced to writing with copies being provided to the provider and to the head of the emergency medical service employing the provider. The Medical Director, as required by law, shall also report any such refusal or failure to the State of Nebraska for appropriate action in accordance with the Uniform Licensing Law of the State of Nebraska.

Any provider receiving a revocation, or a restriction of their scope of practice, shall have the right to request an informal hearing before the Oversight Contractors Board of Directors to review the action(s) of the Medical Director. If the provider fails to complete any required remedial training or education, the restrictions shall continue until such remedial education or training is completed.

Any restriction imposed hereunder by the Medical Director shall be in addition to, and not in lieu of, any discipline deemed appropriate by the employer of the provider.

D. Ambulance Rates; Review. Oversight Contractor will review the schedule of maximum fees to be charged for routine ambulance service within the City of Lincoln as proposed by any holder of a Certificate of Public Convenience and Necessity for the provision of ambulance service under Chapter 7.06 of the Lincoln Municipal Code, the proposed fee schedule for ambulance service provided by the city under Chapter 7.08 of the Lincoln Municipal Code, and

proposed fee schedule for the provision of special event stand-by ambulance service under Chapter 7.10 of the Lincoln Municipal Code. Oversight Contractor shall provide written comments and recommendation as to each such fee schedule in a timely fashion and within the parameters in the Lincoln Municipal Code and initiate rate changes when:

(1) Changes in federal or state law or regulations promulgated there-under relating to the provision of out-of-hospital emergency medical services or the regulation of ambulance services have a financial effect upon an operator warranting a rate review; or

(2) New or revised dispatch or medical protocols promulgated by the Medical Director have a financial effect upon an operator warranting rate review, in which case the change shall be forwarded to the Council by the Oversight Contractor with its recommendation; or

(3) Other new or changed conditions which have a financial effect on the Operator warranting rate review.

E. Ambulance Transportation Code; Enforcement. Oversight Contractor shall assist the City in enforcing the requirements of the Ambulance Transportation Code (Title 7 of the Lincoln Municipal Code as the same now exists or as may be amended from time to time). In that regard, Oversight Contractor shall monitor compliance by the holder of any Certificate of Public Convenience and Necessity issued by the City or any governmental service with the provisions of the Ambulance Transportation Code and shall, on behalf of the City, propose such additional written regulations, in the form of protocols, as may be necessary or desirable to further enforcement of the Ambulance Transportation Code.

Oversight Contractor shall calculate amounts due and owing to the City as liquidated damages pursuant to the Ambulance Transportation Code for failure of the holder of any Certificate of Public Convenience and Necessity to meet the response time requirements as set forth therein. Oversight Contractor shall, if appropriate, recommend in writing to the City Council that any Certificate be suspended or revoked for non-compliance by the holder with the provisions of the Ambulance Transportation Code or any conditions of the Certificate. Copies of such

calculation or recommendation shall be transmitted to the Certificate holder and the City Clerk of the City.

Oversight Contractor shall monitor the performance of emergency ambulance service by regularly reviewing such records as by ordinance shall be maintained by the City regarding ambulance service, including trip records and dispatch records, as may be necessary to determine whether the city is meeting its goal of an eight minute or lesser response time 90% of the time from the time the 911 Center has determined the priority for the call and the call is forwarded for dispatch to the time of arrival by a Lincoln Fire Department ALS staffed ambulance at the site of a patient or dispatched destination. Oversight Contractor shall further regularly review such records as by ordinance shall be maintained by the City regarding ambulance service as may be necessary to report the City's performance of such service. Oversight Contractor shall at least quarterly report in writing to the City Council (by filing with the City Clerk) regarding their findings as to the performance of the City's emergency ambulance service and regarding emergency ambulance service response times. Such written report shall not contain any identifying information with regard to individual patients or providers.

Oversight Contractor agrees that it will not delegate or assign any of its duties or obligations under this Contract or any portion thereof without the express prior written consent of the City.

Oversight Contractor shall perform such other and additional duties as may be delegated to it pursuant to any future revisions to the Ambulance Transportation Code with the approval of the Oversight Contractor and the Hospitals.

**Section 2. Responsibilities of the Hospitals.**

A. Hospitals Bound by Protocols. St. Elizabeth and BryanLGH agree to make a good faith effort to follow the Medical Care Protocols promulgated by the Medical Director in the provision of out-of-hospital emergency medical care.

B. Training. It is recognized by the parties that the utilization of out-of-hospital emergency medical technicians is essential to the provision of emergency medical care within the emergency medical care system. In order to provide training for emergency medical technicians up to and including paramedics, St. Elizabeth and BryanLGH agree to jointly cooperate with Oversight Contractor in the development of a program to provide clinical experiences providing advanced emergency care for trainees and for reissuance of the State Certificates to trainees and State Certificate Holders, provided, however, ultimate responsibility for all such programs shall rest with the Oversight Contractor. The program, as established, will make a good faith effort to provide access to all necessary specialty areas of the respective hospitals so as to provide appropriate clinical experiences for the trainees or current State Certificate holders, but any such access must be reasonable and under the supervision of appropriate hospital personnel, must take into consideration the needs of the participating hospitals and any existing limitations upon their capacity and patient needs. The scheduling of clinical experiences for trainees or current State Certificate holders will be determined by the hospitals. The parties agree that the training responsibilities described herein contemplates the existing number of trainees, and does not include wheel chair transfers so as not to unduly burden the hospitals.

C. Disposal of Medical Waste. St. Elizabeth and BryanLGH agree to accept from out-of-hospital emergency medical care providers contaminated medical waste generated by a patient delivered to a hospital in the form and manner as required by the hospital and OSHA guidelines.

D. Notwithstanding any other provision of this Agreement to the contrary, in no event shall any party be required to comply with any protocol or carry out any requirement of this Agreement which is contrary to any state or federal law, rule or regulation or any reasonable interpretation thereof.

**Section 3. Duties of the City.** The City agrees that the agencies under its jurisdiction and control, and its employees, in the provision of out-of-hospital emergency medical care on behalf

of the City, shall be bound by and shall follow the Medical Care Protocols as promulgated by the Medical Director. The City further agrees that it will continue to use the Oversight Contractor approved priority dispatch system for purposes of screening calls for ambulance service and dispatching out-of-hospital emergency medical care providers.

The City agrees that it will not enter into any collective bargaining agreement which alters, restricts, or impairs the authority of the Medical Director over out-of-hospital emergency medical care providers operating under the Medical Director's license as required by State law.

**Section 4.** Budget of Oversight Contractor. Oversight Contractor shall annually propose a budget which shall be submitted to the City no later than May 1st of each year during which this Agreement is in effect. Such budget shall set forth the past year's expenditures and the amounts proposed to be expended by Oversight Contractor in the upcoming fiscal year. Such budget must be considered by the City Council of the City. Once a budget is approved by the City Council, no money shall be expended by Oversight Contractor in the performance of this Agreement except in accordance with such approved budget; provided, however, the Mayor of the City may, in writing, authorize changes in the approved budget to the extent that the same do not represent an increase in the funds provided by the City or the Hospitals to Oversight Contractor under this Agreement.

**Section 5.** Financial Contributions. In consideration of the performance of its duties as provided in Section 1 of this Agreement, and in order to permit Oversight Contractor to fulfill its responsibilities, the parties agree that the following funding shall be provided to Oversight Contractor:

A. On September 1, 2001 and each September 1 thereafter during which this Agreement is in effect, St. Elizabeth shall pay to the Oversight Contractor the sum of Fifty-five Thousand Dollars (\$55,000), BryanLGH the sum of One Hundred Ten Thousand Dollars (\$110,000) and the City One Hundred Thousand Dollars (\$100,000). Such money shall be used by the Oversight Contractor only to fund the activities in the approved budget of the Oversight Contractor. In the event of any budget surplus on August 31 of any year during which this

Agreement is in effect, Oversight Contractor shall return such surplus to the parties in proportion to each party's contribution for that year.

B. All parties agree to strive in good faith to reduce the amount of the contributions from each of the parties to the end that by the end of this Agreement, the services provided under this Agreement shall be self-supporting and no further contributions will be required from any of the parties.

**Section 6. Purchases.** In the procurement of materials and services required by or to be used in the performance of the duties contemplated hereunder, Oversight Contractor shall conform to the applicable purchasing requirements as set forth in Article VII, Section 2 of the Charter of the City and may utilize the services of the City's Purchasing Agent.

**Section 7. Audit and Inspection.** At any time during normal business hours, and as often as the parties may deem necessary, Oversight Contractor shall make available to the City, or to the hospitals, for examination at reasonable locations, all of Oversight Contractor's books, records, and documents relating to matters covered by this Agreement, and Oversight Contractor shall permit the City to audit, examine, and make excerpts or transcripts of such books, records, and documents, and to audit all invoices, materials, payrolls, records of personnel, and other data relating to all matters covered by this Agreement. Oversight Contractor shall maintain such books, records, and documents in an accessible location and condition for a period of not less than five (5) years unless the City agrees in writing to an earlier disposition.

**Section 8. Independent Contractor.** It is agreed that Oversight Contractor shall perform as an independent contractor with sole control of the manner, means, and methods of performing the services required under this Agreement. Oversight Contractor shall be considered, for all purposes arising out of this Agreement, an independent contractor, and none of its employees or agents shall be deemed employees of the City or the hospitals. To the extent that any wages paid pursuant to the provisions of this Agreement are subject to state or federal income taxation, or

social security taxation, the same shall be the exclusive responsibility of Oversight Contractor as employer.

**Section 9. Equal Employment Opportunity.** In connection with the performance of work under this Agreement, Oversight Contractor agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, ancestry, age, or marital status. In the employment of persons, Oversight Contractor shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code and shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, national origin, ancestry, age, or marital status. Oversight Contractor shall submit an Affirmative Action Program Information Sheet to the City's Affirmative Action Officer upon a form prescribed by the City.

**Section 10. Comptroller.** The parties hereto jointly and severally agree that the Comptroller General of the United States, HHS, or their duly authorized representative (including Medicare Fiscal Intermediaries), shall receive at any time, including the four years after the furnishing of the services under this Agreement upon request, the contracts, books, documents and records, including all writings, recordings, transcriptions and tapes of any description, necessary to verify the nature and extent of the costs of services provided by any party, any organization related to the party and any subcontractor carrying out the duties of a party through a subcontractor, with one of the parties having a value or cost of \$10,000 or more over a 12 month period, all as defined and in accordance with the laws, rules and regulations related to this matter. In all events, access shall be provided, notwithstanding anything herein to the contrary, in total compliance with Section 139x(v)(1)(I) of Title 42 of the United States Code as now existing and as hereafter amended.

**Section 11. Term and Termination.** The term of this Agreement shall commence on September 1, 2001, and end on August 31, 2005; provided, however, that any party may withdraw from this Agreement by giving the other parties a one-year notice in writing, on or before August

31st of the then current year, of intention to withdraw, with such withdrawal to be effective on August 31st of the following year. In the event one of the parties withdraws, upon receiving notice of such withdrawal, all of the other parties have the additional right to withdraw within 30 days written notice. Notice shall be sent to:

CEO  
BryanLGH  
1600 S. 48th Street  
Lincoln, NE 68506

CEO  
St. Elizabeth Community Health Center  
555 South 70th Street  
Lincoln, NE 68510

City Clerk  
City of Lincoln  
555 South 10th Street  
Lincoln, NE 68508

Executive Director  
EMS  
4600 Valley Road, Suite 321  
Lincoln, NE 68510

President  
Lancaster County Medical Society  
2966 "O" Street  
Lincoln, NE 68510

The parties agree that should the initiative petition creating an Emergency Medical Authority be approved by the voters November 7, 2000 this Agreement shall be of no force and effect.

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

**EMERGENCY MEDICAL SERVICES, INC.,  
A Nonprofit Corporation**

**THE CITY OF LINCOLN, NEBRASKA,  
A Municipal Corporation**

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

By: \_\_\_\_\_  
Don Wesely, Mayor

**ST. ELIZABETH COMMUNITY HEALTH  
CENTER, A Non-profit Corporation**

**BRYAN/LGH MEDICAL CENTER,  
A Non-Profit Corporation**

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

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

**LANCASTER COUNTY MEDICAL SOCIETY,  
A Non-Profit Corporation**

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

[Coun\agr\EMSagr2000 9-14]