

# CITY OF ALAMO

## Request for Proposals

The City of Alamo is accepting proposals for the following:

### **911 Emergency Ambulance Services**

Proposals addressed to Luciano Ozuna, Jr., City Manager, will be accepted at the Alamo City Hall Purchasing Department, 420 N. Tower Road, Alamo, Texas 78516, until **3:00 p.m.** on **December 14, 2016**, at which time they will be opened and read aloud. Please mark envelope, **“Proposal – 911 Emergency Ambulance Services”**.

Potential respondents are advised that the proposal documents can be downloaded from the City of Alamo web page address: [www.alamotexas.org](http://www.alamotexas.org) , and may also be secured at the Alamo City Hall Purchasing Department, 420 N. Tower Road, Alamo, Texas, or by calling (956) 787-0006 ext., 141. Be advised that if your company is contemplating on submitting a proposal you must contact the Purchasing Department, so that any changes/additions via addendum form can be forwarded to your company. Please include your company name, address, telephone, fax and email as well as contact person.

The City of Alamo reserves the right to accept or reject any and all proposals and to accept the proposal to be the best and most advantageous to the City and to hold proposals for a period of forty-five (45) days without taking action. Proposals submitted past the aforementioned date and time will not be accepted.

City of Alamo  
Luciano Ozuna, Jr.  
City Manager

## Contract for the provisions of 911 Emergency Ambulance Service

This agreement herein referred to as "Contract or contract" is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016 between the City of Alamo, Texas (herein referred to as City) and \_\_\_\_\_ (herein referred to as EMS Provider).

Whereas, City is interested in contraction for emergency ambulance services and \_\_\_\_\_ is interested in accepting contract and;

Whereas, the parties wish to reduce their agreements to writing, hence this contract.

Now Therefore, in consideration of the above stated premises and in further consideration of the promises and conditions hereinafter set forth, City grants \_\_\_\_\_ the exclusive right to provide emergency ambulance service to persons within City and wherever else City is obligated to provide emergency ambulance service, and \_\_\_\_\_ agrees to perform such services, on the following terms and conditions:

### A. Definitions

For the purpose of this Contract the following terms, phrases, words and their derivations shall have the following meaning. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and the word "may" is permissive.

1. "City" shall mean Alamo, Texas and any person, department or board that may be designated by the City Council, from time to time, to administer, oversee or enforce the provisions of this contract.
2. "City Commission" shall mean the council of the City as the governmental, legislative and administrative body of the City.
3. "Customer" shall mean any person who requests or receives the services of the EMS Provider.
4. "DSHS" shall mean the Texas Department of State Health Services.
5. "Fire Chief" shall mean the Fire Department official responsible for the management of emergency ambulance service for the City of Alamo or his designated representatives.
6. "Service Area" if not otherwise stated in the contract, the service Area shall be the corporate limits of the City of Alamo including all territory hereafter annexed to the City.

7. "Emergency ambulance service (EMS)" shall mean the operation of an emergency ambulance service whereby persons are transported by ambulance under the supervision and care of duly licensed and certified emergency medical technicians in emergency situations as permitted by the terms of this contract and other applicable laws.

8. "Person" means any individual, firm, partnership, limited partnership, association, corporation, company, and organizations of any kind, or any other legally recognized entity.

9. "Public Rights-of-Way" shall mean the surface, the air space above the surface, and the area below the surface of any public street, highway, land, path, alley, sidewalk, boulevard, drive, bridge, tunnel, parkways, waterways, utility easements or other public right-of-way now or hereafter held by the City.

10. "Service" shall mean any service which is authorized pursuant to the terms of this contract.

#### B. Term and Effective Date

The term of this contract shall be for two (2) years commencing on the date of the award with the possibility to renew the contract as set forth below.

#### C. Operational Timeframe

This contract shall automatically expire if EMS Provider emergency ambulance service is not fully operational, as verified by the Fire Chief, within ninety (90) days of the date the contract is approved by the Board of Commissioners

#### D. Renewal of Contract

1. Renewal Procedure. If the EMS Provider wishes that the City renew this contract, EMS Provider shall submit a request in writing, via certified mail to the City Secretary's Office, 420 N. Tower Road, Alamo, Texas 78516, no later than three (3) months prior to the expiration date of this contract. The City shall consider EMS Provider's written request and shall determine whether public convenience, necessity and/or other factors justify renewal of this contract and for how long any such renewal should cover, including during any renewal period. This renewal is not automatic and can only be granted or activated as discussed in this section

2. Expiration. Should EMS Provider fail to submit a request for the renewal of this contract, including during any renewal period, to the City as herein required, this contract shall expire upon the expiration date and a new contract shall be required if EMS Provider desires to operate emergency ambulance service within the City of Alamo

3. Discretionary Extension. The City Manager is authorized to grant a thirty (30) day extension of this contract, under the same terms and conditions in effect at the time that EMS Provider makes its written renewal request, provided EMS Provider submits its notice and request for renewal prior to the expiration of this contract or any renewal periods.

4. City's Right to Modify Terms of Contract and Require Additional Information Reserved. EMS Provider understands, agrees, and accepts that the City reserves its rights to require (a) that the terms, conditions, and provisions of this contract be modified upon, EMS Provider request for renewal of the contract and (b) that EMS Provider submit additional information and documents as conditions for renewing the grant of this contract to operate emergency ambulance service.

#### E. Business Entity

1. Registered Business Entity and Assumed Name. EMS Provider shall, forward to and maintain on file with the Fire Chief a certified copy of its corporate Articles of Incorporation, Partnership Agreement and Bylaws, or a sworn and notarized statement of sole proprietorship for the purpose of identifying EMS Provider business entity status and a sworn and notarized statement of any name by which it does business if different than the business entity name within 15 days of the grant of this contract, unless required to be performed at an earlier time by other legal provisions.

2. Sale of Business. EMS Provider shall notify the City immediately of the proposed sale or actual sale of the EMS Provider business entity. EMS Provider shall give notice to the City of any actual sale of the EMS Provider business entity no less than ten (10) business days prior to the actual sale or transfer.

3. Business Officers, Supervisors and Managers. EMS Provider shall, within fifteen (15) days of this contract, submit to the Fire Chief, the names and business addresses of all owners, officers and supervisory and management personnel of the EMS Provider.

4. Financial Interest. EMS Provider shall, within 15 days of the grant of this contract, submit to the Fire Chief the names and business addresses of all persons having a financial interest in the EMS or any parent, affiliate or subsidiary of EMS Provider business entity.

5. Fiscal Year. EMS Provider shall, within 15 days of the grant of this contract, submit to the Fire Chief the beginning and ending dates of its fiscal year.

6. Changes. Any additions or changes in the information, which is required to be submitted to the City pursuant to this section, shall be forwarded in written form by the EMS Provider to the Fire Chief within 15 days of such changes.

7. Non-compliance and Revocation. Failure to comply with this section shall constitute a material breach by EMS and shall constitute grounds for immediate termination of this contract by the City.

#### F. Indemnification and Public Liability Insurance

1. Indemnification. EMS Provider shall, at its sole cost, fully indemnify and hold harmless the City, its officers, boards and commissions, and city employees against any and all claims or actions for damages arising out of EMS Provider actions or omissions under this contract, including, but not limited to, expenses for reasonable legal fees and disbursements and liabilities assumed by the City in connection with any such claims or actions.

2. Public Liability Insurance Required. The EMS Provider shall be required to obtain and maintain in effect throughout the term of the contract a public liability insurance policy, which meets the requirements as set forth in this contract. The policy shall be for the protection of any person, whether a passenger or patient in the EMS Provider ambulance or not, whether injured or killed by the negligence of the EMS Provider or its agent or employee and shall not contain a passenger liability exclusion.

3. Insurance Policy Limits; Litigation. The EMS Provider shall obtain and maintain in effect throughout the term of this contract public liability insurance in an amount of not less than two hundred and fifty thousand dollars (\$250,000) per person, or five hundred thousand dollars (\$500,000) per occurrence for personal injury or death, and one hundred thousand dollars (\$100,000) for property damage the EMS Provider shall immediately advise the Fire Chief of any claim or litigation, which affects the EMS Provider insurance coverage. The EMS Provider shall provide a policy of insurance under which City of Alamo will be indemnified against any liability, as specified herein, which provides for a minimum indemnification coverage for all attorney fees, litigation costs, court cost, expense, expert fees, in the amount of five hundred thousand (\$500,000) for each person and one million dollars (\$1,000,000) for each single occurrence for bodily injury or death and two hundred thousand (200,000) for each single occurrence for injury to or destruction of property.

4. Insurance Carrier. The policy of public liability insurance shall be written by an insurance company with an A rating, authorized to do business in the state of Texas. A copy of the current insurance policy shall be filed with the Fire Chief within 15 days of the execution of this contract.

5. Notice of Cancellation, Suspension, Revocation or Reduction in Amount of Insurance Coverage. The policy of public liability insurance shall provide that it cannot be suspended, revoked, canceled or reduced in coverage without ten (10) days written notice to the City.

6. City as Additional Insured. The policy shall name the City of Alamo, its officers, agents, servants and employees as additional insured to the full amount of the policy limits.

7. Failure to Maintain Policy in Effect. Failure to keep the policy in full force and effect throughout the term of the contract shall be grounds for the termination of this contract.

8. Operation By EMS Provider Prohibited Upon Lapse, Suspension, Revocation, Cancellation or Reduction of Insurance Policy. EMS Provider shall not operate its service during any period for which:

- a. its insurance lapses for any reason;
- b. its insurance is suspended, revoked, or canceled; or
- c. the amount of effective coverage of its insurance has been reduced below the minimum coverage amounts required by this contract.

Should EMS Provider be prohibited from operating EMS for any period as described above, the City may use any other emergency ambulance service during said period of operation, or until contract termination, without violating this contract

9. Certificate of Insurance. EMS Provider shall forward to the Fire Chief, a copy of each certificate of insurance issued as such policy or policies are modified, renewed, suspended or canceled.

#### H. Ad Valorem Taxes

EMS Provider will also pay before delinquency all ad valorem taxes lawfully assessed against its property.

#### I. Ad Valorem Texas

EMS will also pay before delinquency all ad valorem taxes lawfully assessed against its property.

#### J. City Inspection of EMS Provider Books and Audits

EMS Provider agrees that it will keep a true and accurate set of books, accounts and records. The City shall have the right to inspect the books of EMS Provider during the term of this contract and shall further have the right to order and independent audit of said books made when in the opinion of the City, the condition of said books justifies such actions. In the event the audit proves that the EMS Provider has kept true and accurate records on book accounts, the cost of such audit will be borne by the City. In the event that the audit shows that the EMS provider has failed to keep true and

accurate records and books of accounts, the cost of said audit will be borne by EMS Provider.

#### K. Failure to enforce the contract No Waiver of Terms Thereof

The EMS Provider or other parties shall not be excused from complying with any of the terms and conditions of this contract by any failure of the City upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

#### L. Judicial Relief, Costs and Attorneys' Fees

In addition to all remedies provided in this contract, the City shall have the right to apply to any court of competent jurisdiction to secure judicial relief, as it shall deem proper. The City's costs and attorney's fees for such action shall be paid by the EMS Provider if the City obtains a judgment or other relief.

#### M. Contractual Relationship

Nothing contained herein shall be construed as creating the relationship of employer and employee between the City and the EMS Provider, their employees, or between the City and the EMS Provider employees. The EMS Provider shall be deemed at all times to be an independent contractor. In carrying out the terms of this contract, the EMS Provider shall employ its own personnel, and such employees shall be and act under the exclusive and complete supervision and control of their employer.

Pursuant to this contract, the City is not paying EMS directly for any services, and EMS will provide all services as identified in this contract at no cost to the City. Thus the parties agree that this contract does not constitute a contract for which immunity has been waived pursuant to Chapter 271 of the Texas Local Government Code.

#### N. Notice

Wherever any notice is required or permitted hereunder such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, Certified Mail, Return Receipt Requested, addressed to the individuals named herein and to whom copies or notice are required to be provided at the respective addresses as follows:

City of Alamo  
Attn: City Manager  
420 N. Tower Rd.  
Alamo, Texas 78516

and

Fire Chief  
Alamo Fire Department

415 N. Tower Rd.  
Alamo, Texas 78516

And

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other addresses as the City or EMS Provider may designate to each other in writing via certified, postage pre-paid, first class mail. It shall be the duty of the EMS Provider to provide the City with EMS Provider most current mailing and business addresses no less than ten (10) business days prior to any change of same.

#### O. Revocation and Termination

1. **Public Protection and Welfare.** Should the City at any time, for any reason, decide that the public protection or welfare is not being met as contemplated by this contract, the City Commission may cancel, terminate and revoke this contract at no cost to the City. Any and all rights of the EMS Provider in the use of City streets, alleys or public rights-of-way, for purposes of this contract and EMS, shall then be terminated. In this regard every provision, condition and standard of service set out herein has been considered by the City Commission as essential to the public protection and welfare. Further, the on-going review by a three (3) member Performance Review Board appointed by the City Commission of the EMS Provider and EMS is intended to document the quality of performance by the EMS Provider.

The Performance Review Board will meet quarterly to review the performance of the EMS Provider.

- (a) Intent to Review. Upon written notice to the EMS Provider by the city Manager of the intent to review the performance of the EMS Provider, the EMS Provider shall be under notice of the following:

- (i) that the Performance Review Board will undertake a review of one or more of the provisions hereof to determine the extent of compliance or non-compliance by the EMS Provider
  - (ii) the specific grounds or reasons for conducting the review
  - (iii) upon completion of the review the Performance Review Board will make a recommendation to the City Commission.
2. Failure to Use Public Rights-of-Way. If EMS Provider has ceased to use the City streets, alleys, or public rights-of-way for the purposes herein contemplated for a period of 30 days, Commission may cancel, terminate and revoke this contract at no cost to the City and any and all rights of the EMS Provider under contract shall then terminate.
3. If EMS Provider defaults in any of EMS Provider obligations under the contract, the City Commission may cancel, terminate and revoke this contract at no cost to the City and any and all rights of the EMS under contract shall then terminate
4. Breach of Contract Agreement Terms. The terms of this contract are conditional requirements, the satisfaction of which the City will insist upon. Within a reasonable period of time after execution of this contract, the City's Fire Chief will, with assistance of legal counsel, develop review checklists, reporting formats and regular evaluation forms. The Performance Review Board with the assistance of the Fire Chief and legal counsel shall be responsible for the regular and timely evaluation of the services performed under the contract and for recommending any action for the breach of this contract. The City Commission may cancel, terminate and revoke this contract for breach by the EMS Provider of any of its obligations hereunder.
5. Convenience. This contract for emergency ambulance service may be terminated in whole or in part by the City for convenience purposes. This right of termination is in addition to and not in lieu of rights of the City and reasons for termination set forth anywhere else in this contract. A termination pursuant to this Section may be for any reason at all and does not require any cure options or notices other than the 30 days written notice identified below.
6. Notice. Any termination of this contract by either party requires 30 days written notice for said termination to become effective. Prior to any vote by the City Commission on termination of this contract, the City is not required to give any notice to EMS Provider that contract termination is being considered by the City Commission other than meeting the posting requirements of the Texas Open Meetings Act. If the City Commission does vote to terminate this contract pursuant to any of the reasons or basis allowed in this contract, the termination becomes effective only upon 30 days written notice to the EMS Provider.

Notwithstanding the notice provisions above, the City may terminate this contract immediately, without 30 days written notice if, emergency situations exist or necessary to protect the public health and safety, as determined by the City Commission or City Manager.

7. If court proceedings are instituted to determine or challenge the legality of any termination of this contract and EMS Provider does not prevail in such litigation, the EMS Provider shall pay the reasonable expenses and attorney's fees incurred by the City in connection with such litigation.
8. Article II, Section C of this contract contains specific terms regarding termination for failure to meet response times. The notice provision above applies to such termination unless indicated otherwise in Article II, Section C of this contract.

#### P. Entire Contract Agreement

This document contains all of the terms of this contract and may not be modified, except by an agreement in writing signed by both parties.

#### Q. Severability

The invalidity or illegality of any one or more provisions of this contract by any court of competent jurisdiction shall not affect the validity of the remaining provisions hereof.

#### R. Acceptance by EMS Provider Authorized Representative

The individual accepting the terms and conditions of this contract on behalf of the EMS Provider affirmatively acknowledges that he is authorized to do so and said individual further warrants that he is authorized to commit and bind the EMS Provider to the terms and conditions of this contract.

#### S. Rights of Individuals

1. **Service and Rates.** The EMS Provider shall not refuse emergency ambulance transport service to any person or customer who requests the service for a lawful purpose and which the EMS Provider has the ability to render. The EMS Provider shall not, as to rates, charges, quality of service, or in any other respect, make or grant any unreasonable preference or advantage, nor subject any person to any prejudice or disadvantage. The EMS Provider shall take affirmative steps to disseminate the information concerning the availability of its service to all persons. The EMS Provider shall ensure that all services are equally available to all persons. This provision shall not be deemed to prohibit promotional campaigns to stimulate requests for service, nor shall it be deemed to prohibit the establishment of a graduated scale of charges and classified rate schedules to which any customer coming within the classification shall be entitled.

2. Customer Medical Records and Privacy. The EMS Provider shall be responsible for protecting the rights of customers as set forth in the Emergency Health Care Act, TEX. HEALTH & SAFETY CODE ANN., CHAPTER 773, (VERNON'S 1997), and other applicable laws, as amended.

#### T. Time is of the Essence

Whenever this agreement shall set forth any time for an act to be performed by or on behalf of the EMS Provider, the time shall be deemed of the essence and any failure within the control of the EMS Provider to perform within the time allotted shall be sufficient ground for the City to invoke an appropriate penalty including possible revocation of the contract.

#### U. Amendments

The City reserves the right to amend the terms of this contract in any manner necessary for the safety or welfare of the public or to protect the public interests.

#### V. Police Powers

1. Compliance by EMS Provider Required. In accepting this contract, the EMS Provider acknowledges that its rights under this contract are subject to the police power of the City to adopt and enforce general ordinances necessary to the safety and welfare of the public and the EMS Provider agrees to comply with all applicable general laws and ordinances enacted by the City pursuant to this power.

2. Conflict of Laws. Any conflict between the provisions of this contract and any other present or future lawful exercise of the City's police powers shall be resolved in favor of the City except that any such exercise that is not of general application in the jurisdiction or applies exclusively to the EMS Provider which contains provisions inconsistent with this contract shall prevail only if the City finds their exercise necessary to protect the public health, safety, property or general welfare or the exercise is mandated by law.

Should the terms of this contract conflict with any other law or regulation, this contract shall control where any law or regulation permits the City to impose more stringent standards or requirements upon EMS Provider.

#### W. Compliance with Laws

The EMS Provider shall comply with all laws and regulations of the United States, the State of Texas and the City of Alamo. EMS Provider shall comply with all applicable statutes, laws, codes, regulations, and ordinances applicable to EMS Provider use of City streets, alleys, and public rights-of-way for the purposes permitted

herein. Failure to comply with these laws and regulations shall constitute a material breach by EMS Provider and shall constitute grounds for cancellation, termination and revocation of this contract by the City as discussed above, in addition to all other grounds to terminate identified in this contract.

#### X. Governmental Powers Not Surrendered

This contract does not surrender any governmental powers now or hereafter conferred upon the City.

#### Y. Law Governing

The laws of the State of Texas shall govern the validity, performances and enforcement of this franchise.

### ARTICLE II. SERVICE OPERATIONS, STANDARDS AND REQUIREMENTS

#### A. Availability of Service

The EMS Provider shall offer service on a twenty-four hour basis to the general public within the service area.

#### B. Radio Communications

1. Communications Center. EMS Provider must provide, at its own expense, a communications center, which will include 24-hour day telephone access for the public and direct radio communication with all company ambulances used under this contract.

2. Communications with City/City of Alamo Fire Department (hereafter "AFD") and 911 Dispatch. EMS Provider shall equip each ambulance serving the City of Alamo with a radio capable of maintaining direct radio communication with the AFD Communications Center through either an 800 Mhz trunked commercial radio system or UHF National EMS Frequency, Channel 2. EMS Provider shall so equip each ambulance at its sole expense and such radios shall be used to coordinate disaster and emergency relief with AFD when responding to an incident as directed by the Fire Chief or when an emergency is encountered within the service area.

#### C. Response Time Requirements

1. EMS Provider Response to Customers' Requests for Service. EMS Provider shall respond to a 911 request for emergency service, at any time of day on any day of the week, no later than ten minutes from when the call is received by EMS Provider for at least ninety five percent (95%) of the time after the request for service is received by EMS Provider unless pre-arrangements are made.

2. EMS Provider Response Per Request of Fire Chief. EMS Provider shall respond to emergency incidents upon the request of the Fire Chief or his Fire Department personnel designee. EMS agrees to send the earliest available ambulance to emergency incidents as requested by the Fire Chief or his designees, but in no case shall response time exceed ten (10) minutes for at least ninety five (95) percent of the time for emergency calls
3. EMS Provider must have at least two units in the City limits at all times to meet response times.
4. Failure to Meet Response Time. In the event that EMS Provider fails to meet the response times indicated in this Section C, during four consecutive months, the City shall notify EMS Provider of such failure and that failure to meet the response times during the immediately following month shall be grounds for immediate termination of this contract.
5. Any delay in response times as a result of having to rely on mutual aid or other EMS providers to respond to a call, will be considered as a delay in calculating response times above.

#### D. Emergency Aid to City of Alamo

EMS Provider shall provide emergency aid assistance to the City of Alamo in cases of system overload or multiple patient incidents as requested or directed by the Fire Chief or his designee. Such assistance shall be provided with immediate priority being given to those requests.

#### E. EMS Provider Costs \$ Sharing of Emergency Supplies & Equipment

Unless the City has expressly so approved, the City shall not be responsible for any cost incurred in providing services as described in this franchise.

#### F. Billing and Collection for Services

The EMS Provider shall bill and collect charges for services from the patient or responsible party at EMS sole expense.

#### G. Transportation Logs & Other Reports

The EMS Provider shall be required to submit monthly or more frequently as directed by the Fire Chief, a log showing the following information:

1. the total number of emergency transports commencing within the Service Area for the month;

2. the total number of emergency transports commencing within the Service Area for the month; and
3. the number of transports originating within the contract Area for the month.

#### H. Personnel Requirements

1. Records of Personnel. The EMS Provider shall be required to submit to the Fire Chief, prior to the commencement of operations, a list identifying all of its employees hired to drive or attend EMS Provider customers. The list shall identify each employee by name and shall identify the employee's current DSHS certification status, driver's license status, and Defensive Driving Course Status. The EMS Provider shall forward written notice of any addition or change in the information required to be submitted within fifteen (15) calendar days of the addition or change.

2. Monthly Report Noting Changes of Personnel or Personnel License Status. EMS Provider shall submit to the Fire Chief monthly reports to include additions and changes of personnel and personnel records information as required in Article II, Section H(1) of this contract.

3. DSHS Certification of EMS Provider Employees. Each of EMS attendants and drivers employed by EMS must be currently certified as an Emergency Medical Technician-Basic with the Texas Department of State Health Services, Emergency Medical Services Division. Individuals providing a higher level of care to customers must be currently certified with the Texas Department of Health at the level consistent with the type of care for which that ambulance is equipped as identified in this contract.

4. Driver's License Required. While on duty, each of EMS Provider attendants and drivers must possess at all times no less than a class C license valid to operate an emergency vehicle and transfer ambulance in the State of Texas.

5. ALST Identification Required. While on duty, each of EMS Provider attendants and drivers must possess proof of Advance Life Support (or similar) certificate issued to the Life Support Technician by the Texas Department of State Health Services;

6. Statement from Physician; Reportable Communicable Diseases. Within fifteen (15) days of employment of each attendant and driver, the EMS Provider must submit to the Fire Chief a written statement from a physician authorized to practice medicine in the State of Texas stating the person is free of the following communicable diseases (Tuberculosis, Measles, Mumps, Rubella, Hepatitis B, Hepatitis C, and Tetanus) and is physically capable of performing the required duties. If an individual contracts a communicable disease which is required to be reported to appropriate federal, state or local health authorities, EMS Provider shall immediately notify the Fire Chief that the individual is unable to perform duties as an EMT and shall, prior to permitting the individual to resume his or her duties as an EMT, submit to the Fire Chief, a physician's statement that the individual has recovered from his or her illness and may resume

providing care under the individual's EMT license as permitted by those laws governing emergency medical technicians and communicable diseases.

7. Defensive Driving Course Certificate. Within ninety (90) days of employment, the EMS Provider must submit to the Fire Chief, for each of EMS Provider employees, evidence showing completion of a National Safety Council Approved Defensive Driving Course and shall maintain and submit current evidence of completion of a National Safety Council-Approved Defensive Driving Course while operating under this contract.

#### I. Ambulance Staffing Requirements

1. MICU Ambulance Staffing. Each ambulance being used for mobile intensive care (MICU) must be staffed by a minimum of an EMT-Paramedic, an EMT-Basic, and any other personnel needed to sustain current level of care for the patient as determined by the attending physician.

#### J. Vehicle Inspections

1. Inspection of Ambulances Prior to Initial Operation. Prior to the commencement of operations, the Fire Chief or his designee shall inspect all ambulances used by the EMS Provider in operating its service at a reasonable time. An ambulance must pass inspection and have a current valid permit sticker prior to any use for customer transportation or care.

2. Field Inspections. Ambulances may be field inspected at any hour by the Fire Chief and he may require any ambulance to proceed to a specified location for further inspection.

3. Inspection Process. Each inspection shall include:

a. Confirmation that the vehicle has a current motor vehicle certificate of inspection as required by Texas Transportation Code, Chapter 548, as amended, and motor vehicle license number plates which show current registration as required by Texas Transportation Code, §§ 502.180, as amended.

b. Confirmation that the EMS Provider has a current EMS Provider License issued by Texas Department of State Health Services, Emergency Medical Services Division as provided for under 25 T.A.C. §§ 157.2 and 157.11.

c. Visual and mechanical inspection of the vehicle(s) for the purpose of determining compliance with the vehicle type specifications of this contract. In addition, the following motor vehicle equipment shall be in good and working order:

(1) headlights, tail-lights, back-up lights, ambulance body clearance lights (if appropriate), brake lights and license plate lights;

(2) appropriate emergency lights and sirens;

(3) brakes; and

(4) tires.

d. Visual and mechanical inspection of equipment for the purpose of determining compliance with the medical equipment specifications of the contract.

4. Written Inspection Report. AFD shall give the EMS Provider a written report at the time of inspection indicating any deficiencies.

5. Permit Sticker. A vehicle that meets the requirements of this contract under this ordinance shall be issued a permit sticker having a scheduled expiration date of July 1, 2012. The scheduled expiration date shall not be deemed to impair or limit the City's ability to conduct field inspections or perform any other function under the terms of this contract.

6. Permit Sticker Non-transferable. A permit sticker is not transferable from one vehicle to another.

7. Ambulances Not Passing Inspection. Any ambulance found not to be in compliance with the requirements of this contract or of any other ordinance of the City regulating the use of ambulances on the streets and alleys of the City of Alamo shall 1) fail inspection, 2) be considered not safe or useable and 3) have any existing permit sticker removed. Thereafter, until the vehicle passes inspection, it shall not be operated for customer transportation or care upon the streets of the City of Alamo.

8. Re-inspection. At the request of the EMS Provider, AFD shall re-inspect a vehicle that has failed inspection to determine if the deficiencies have been corrected. AFD may require review of written documentation, such as equipment repair bills or sales receipts, and may re-inspect the vehicle and equipment visually and mechanically for compliance with this contract.

#### K. Vehicle, Equipment and Supply Requirements

1. DSHS Regulations. Vehicles are required to meet all applicable Texas Department of State Health Services Regulations in effect at the time of inspection.

2. DSHS Vehicle Equipment and Supply Requirements. The following equipment and supplies are required for each ambulance operated in the Service Area by the EMS:

- a. Each ambulance being used for Basic Life Support Care must comply fully with DSHS requirements for Basic Life Support Ambulances, as amended.
- b. Each ambulance being used for Advanced Life Support Care must comply fully with DSHS requirements for Advanced Life Support Ambulances, as amended.
- c. Each ambulance being used for Mobile Intensive Care Unit services must comply fully with DSHS requirements for Mobile Intensive Care Ambulances, as amended.

3. Ambulance Markings. EMS Provider shall mark each ambulance distinctly with company's name. Business phone numbers and logos are permissible; however, the words "Fire Medical Services" or "FMS" shall not be used in any fashion.

4. Additional Requirements. Each ambulance is additionally required to meet the following vehicle, equipment and supply requirements.

- a. Have air conditioning and heating units, which are in proper working order;
- b. Have a multilevel stretcher capable of being secured to the vehicle with a commercial mount;
- c. Be capable of transporting a minimum of two (2) recumbent patients;
- d. All windows in the patient compartment shall be intact, in working condition and free from defects;
- e. Have an exhaust system which discharges at the side(s) of the vehicle away from fuel tank filler pipe(s) and patient compartment door openings;
- f. Have one (1) five-pound (5 lb.) ABC fire extinguisher with current inspection tag attached. The extinguisher shall be securely mounted in patient compartment with location easily visible and accessible;
- g. Have two (2) "No Smoking" signs mounted in the patient compartment which is easily visible from each entry way and one (1) "No Smoking" sign mounted in the front cab compartment;
- h. Have three (3) thirty-minute (30 min.) road flares; or three (3) reflective triangle road signs; and one (1) functional flashlight (excluding penlight);
- i. Have one auxiliary stretcher device;

- j. Have one stair chair device;
- k. Have OSHA approved disposable gloves for handling patients with infectious disease;
- l. Have disposable goggles;
- m. Have disposable masks, gowns and booties;
- n. Have red bags marked for infectious waste storage disposal;
- o. Have one needle disposal (needle cutters are not acceptable);
- p. Have disinfectant for cleaning contaminated equipment equivalent to a 1.10 solution of hypochlorite; and
- q. Have any other infectious disease control items currently required by OSHA or DSHS.

5. EMS Provider to Comply with Most Comprehensive Requirements. EMS Provider shall comply at the time of inspection or re-inspection with the supply and equipment list required in this ordinance or by the Texas Department of State Health Services, whichever is more comprehensive.

#### L. Operational Requirements

1. Permits. EMS Provider shall obtain and maintain, at its own expense, all required permits necessary for the operation of EMS Provider service under applicable laws and the terms of this contract.

2. Lights and Sirens. EMS Provider shall not avail himself of the permission given ambulances to disregard traffic laws except in those instances as expressly permitted under federal, state or local laws and with the permission of the Fire Department as may be granted upon a case-by-case basis.

3. Transportation and Treatment Decisions. Transportation and treatment decisions shall be made in accordance with EMS Provider established policies and in accordance with the usual and customary medical practices of the medical community.

4. Treatment Protocols and Transfer Policies. EMS Provider shall file a copy of its treatment protocols and transfer policies with the Fire Chief and shall forward any changes in such protocols or procedures no less than five (5) working days prior to implementation of same.

5. Dispatcher's Responsibilities. EMS Provider Dispatchers shall make reasonable efforts to determine if a request for service is an emergency or emergency.

Upon receipt of request for emergency service within the City limits of Alamo, or if EMS Provider responds to a call within the City limits that in good faith was taken as an emergency and then upon arrival it is determined that the call is an emergency, the call shall be immediately relayed by EMS Provider to AFD Communications via radio or, if necessary, EMS Provider shall relay the call via 9-1-1 or 832-4438. AFD will either elect to respond the call or give EMS Provider permission to respond.

6. Response to Emergency Situations. Unless authorized to do so by the Fire Chief or his designee, EMS Provider, its agents, or its employees, shall not knowingly go to the scene of an emergency within the City limits of Alamo with the intent to provide emergency service and transportation; provided, however, if EMS Provider discovers an emergency situation within the City limits of Alamo it shall immediately notify the AFD Communications via AFD radio and shall remain to render aid until an AFD vehicle arrives or may transport if instructed to do so per EPFD Communications via AFD radio. Such aid must be comprehensive and at the maximum level allowed for those personnel by the EMS Provider medical director.

7. Uniforms. EMS Provider employees shall be required to wear uniforms while performing duties associated with the transportation and care of a customer. Uniform style and color provided by EMS Provider shall have the prior written approval of the Fire Chief and shall not resemble the uniform of the Fire Department or Fire Medical Services.

8. Representation as EMT. Neither EMS Provider nor its employees shall hold out to the public in any manner that they are trained Emergency Medical Technicians or Paramedics unless they have been so certified by the Texas Department of State Health Services, Emergency Medical Services Division.

9. EMT to Attend Customer. The highest certified Emergency Medical Technician assigned to EMS Provider ambulance must accompany the patient and render any medical care.

10. Ambulance for Customer Transport Only. Ambulances shall be used only for the purpose of transporting customers.

### ARTICLE III. ADMINISTRATION AND REGULATIONS

#### A. State-Issued EMS Provider License

1. State License to Be Filed with City. Before commencing operations under this contract, EMS Provider shall file with the City Secretary and the Fire Chief, a copy of its EMS Provider License as issued by the State of Texas, Department of State Health Services.

2. Suspension, Revocation, Non-Renewal of State License. Should EMS Provider state issued EMS Provider License be suspended, revoked or not renewed by

the State of Texas, EMS Provider shall not operate any ambulance upon the streets, alleys or public rights-of-way within the City of Alamo until such time as EMS Provider License is reinstated or renewed by the State of Texas. EMS Provider shall immediately notify the Fire Chief of any suspension, revocation, or non-renewal of its state-issued EMS Provider License.

3. Termination of Contract Where EMS Provider Not Licensed by State. The basis set forth by the State of Texas for the suspension, revocation, or non-renewal of EMS Provider License shall constitute a reasonable basis for the cancellation, termination or revocation of contract by the City of Alamo, inclusive of and in addition to the basis for termination identified above. The failure to have proper State issued EMS license may constitute an emergency situation or jeopardize the public health and safety for which the City may immediately terminate a contract without 30 days notice.
4. Should EMS Provider be prohibited from operating EMS for any period as described above for lack of permits or licenses, the City may use any other emergency ambulance service during said period of operation, or until contract termination, without violating this contract.

#### B. EMS Provider Office and Telephone Number

The EMS Provider shall, at its own cost, maintain an office within the City, which shall be open during all usual business hours, have a publicly-listed telephone with a locally accessible number and sufficient lines and be operated so that complaints and requests for billing or adjustments shall be received on a twenty-four (24) hour basis.

#### C. Customer Complaints

1. Complaint Procedure. EMS Provider shall, in addition to the requirements mandated elsewhere in this contract, establish procedures for receiving, acting upon, and resolving complaints regarding the services provided pursuant to this contract. A copy of the most current procedures shall be filed with the Fire Chief. The EMS Provider shall furnish a notice of such procedures to its patients and clients on each of its billing statements.

2. Complaint Logs. The EMS Provider shall keep a log, which will indicate the name of the complainant, the name of the customer (if different from the complainant), the nature of each complaint, the date and time it was received, the disposition of said complaint and the time and date thereof. This log shall be made available for periodic inspection by representatives of the City.

3. Retention of Complaint Logs. All complaint entries shall be retained on file for a period of two (2) years from the date the complaint entry was made.

4. Multiple complaints - City-ordered Investigation, Analysis and Report. When complaints are filed or when other evidence exists which casts doubt on the reliability or

quality of EMS Provider service, the City shall have the right to require the EMS Provider to investigate, analyze, and report on the performance of the service and the personnel involved. Such report shall be delivered to the City no later than fourteen (14) days after the City formally notifies the EMS Provider and shall include, at a minimum, the following information: the nature of the complaints which precipitated the investigation; the equipment used in rendering services; the procedures employed in rendering services to the complainant or patient; a narrative of the incident and the resulting outcome; and the method by which said complaints were resolved.

5. City May Conduct Own Investigation. The City may conduct at any time its own investigation, analysis and draft reports regarding the EMS Provider customer service. The City may also require that an investigation, analysis and report be conducted or supervised by an independent health care professional with demonstrated knowledge and understanding of appropriate AFD and Medical Transfer procedures and protocols and who is not on the permanent staff of the EMS Provider.

6. Selection of Independent Health Care Professional. An independent health care professional shall be selected by the EMS Provider from a list of no less than two persons or firms nominated by the City of Alamo through its Fire Chief. Should EMS Provider fail to select an independent health care professional from the list of nominees within ten days after receiving the notice identifying the nominees, the City shall be entitled to select the independent health care professional and such selection shall be final. The aforesaid professional shall sign all reports of the investigation and analysis and shall forward the report, including such records as necessary to properly interpret the results of the investigation and analysis, to the City or other designated City representative.

The report shall recommend actions to be taken by the EMS Provider and the City. The reasonable costs of such independent investigation shall be paid by the EMS Provider, provided, however, in the event such investigation determines that the EMS Provider is operating in accordance with all performance standards and requirements of this contract, all costs for such independent investigation shall be paid by the City.

7. Basis for Investigation. The City may require investigations, analyses, and reports when and under such circumstances as the City has reasonable grounds to believe a) that the health or welfare of the public may be at risk or b) that EMS Provider level of service does not meet or comply with the standards of care and service which are customary in the emergency medical profession or which are required by federal, state, or local laws.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

THE CITY OF ALAMO

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Diana Martinez, Mayor  
Mayor

ATTEST:

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Margot Saenz  
City Secretary

APPROVED AS TO FORM: APPROVED AS TO CONTENT:

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Damian Orozco  
City Attorney

## ATTACHMENT "A"

### AMBULANCE UNIT STANDARDS – EQUIPMENT

Each MICU unit shall be fully staffed and equipped to at least meet all minimum national/state standards for MICU personnel and equipment. Additionally, each unit shall be fully equipped with adequate radio communication equipment which will at all times be available for contact with emergency rooms and local hospitals.

All units shall at all times be kept and maintained in a first-class operating condition both as to the unit and to equipment contained herein.

The EMS Provider shall provide adequate back-up unit(s), equipped in the same manner as the primary unit, available for replacement of a unit which may be out of service for maintenance, repair or other reason, and when in service, such back up unit(s) shall be staffed in the same manner as the primary unit.

Each unit must have the minimum equipment required by State Health Department Division of Emergency Medical Service.

All extrication equipment shall be appropriate as determined by the requirements of state law and regulations. The minimum extrication equipment for each provider shall equal or exceed such requirement.

All units shall, at a minimum be equipped with the following:

Staff and equipment are to at least meet all minimum national and state standards for MICU personnel and equipment. Additionally, each unit shall be fully equipped with adequate radio communication equipment which will at all times be available for contact with emergency rooms for local hospitals and for communication with Central Dispatch.

Equipment and supplies must be provided to Fire Department by the EMS Provider to keep the Fire Department units in service at all times.

### AMBULANCE UNIT STANDARDS – OPERATIONS

- (a) The EMS Provider units shall have an average response time equal to or better than the national average, and documentation of this shall be maintained by the EMS Provider.
- (b) The EMS Provider shall have a designated medical director for the establishment of treatment protocols and to establish quality review and education of personnel. The medical director shall be a board-certified emergency physician or MICU certified. On-line medical control shall be provided by an emergency department physician on duty at the receiving hospital.

- (c) The EMS Provider shall have an established plan for disaster preparedness and relief integrated with the EMS Provider disaster preparedness committee and with the Alamo Emergency Management Coordinator. The EMS Provider shall engage in initial and continuing training and education in such preparedness.
- (d) The EMS Provider shall have a continuing plan for educating the community in the use of 911, CPR, safety and pre-arrival first aid and shall operate such in connection with other appropriate entities in the service area.

#### **PERSONNEL STANDARD – AMBULANCE UNITS**

- (a) Seventy-five (75%) of all staff paramedics shall be nationally registered as paramedics and all (100%) of the ambulance staff must hold state certification.
- (b) All staff paramedics shall be certified in MICU and CPR.
- (c) All EMT's must have Texas certification in emergency medical technician ambulance training as well as AHA-CPR.

#### **CENTRAL DISPATCH STANDARDS – OPERATION**

- (a) Central Dispatch shall be capable of providing pre-arrival medical instruction as per the national certification protocol of Emergency medical Dispatch (EMD).
- (b) Central Dispatch shall have a disaster preparedness plan which will be correlated with the Emergency Management Coordinator and all other emergency agencies.
- (c) Central dispatch shall contain records adequate to provide reports to the EMS Medical Advisory board which shall at least include: response time in the City, statistics on call volume and destination on emergency calls, and reports on dispatching efficiency.

CENTRAL DISPATCH EQUIPMENT shall include, but shall not be limited to:

- (a) Base station radio and back-up, computer aided dispatch (CAD) including capability to track ambulance availability status and appropriate interface equipment, back-up generator with an uninterrupted power supply, and power availability.
- (b) Compatible radio equipment for both ambulance services, together with compatibility with public service agencies such as Police, Sheriff, Fire Department, Texas State Police and other appropriate organizations.

- (c) Twenty-four (24) hour availability for service and repair of all equipment.

**CENTRAL DISPATCH PERSONNEL STANDARDS – PERSONNEL**

- (a) All dispatched shall be nationally certified in Emergency medical Dispatch (EMD) within six (6) months of employment.
- (b) All dispatchers shall have experience and/or training in the minimum of EMS level.
- (c) Two dispatchers shall be available at all times with at least one being nationally certified.
- (d) Dispatchers' maximum shift length shall be no more than twelve (12) hours. Dispatchers and all personnel in Central Dispatch shall maintain CEU's as required for certification.
- (e) All dispatchers shall maintain familiarity with Alamo and vicinity.