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TO: Nome Common Council
FROM: Sam Severin 
RE: Ambulance Contract Negotiation
DATE: March 22, 2024

The City is currently in contract negotiations with Norton Sound Health Corporation ("NSHC") over the ground ambulance service. The parties, through counsel, have been exchanging drafts since January of this year.

The most recent version of the contract was sent to counsel for NSHC on March 21. It looked substantially similar to the attached version, but the attached version has been edited to remove tracked changes or "redlines" and to remove the comments between the attorneys in the margins.

The City intends to transfer the service to NSHC at 12:01 a.m. on April 15. The following provisions remain unresolved:

V.3. Costs of Ambulance Services.

The City has requested NSHC "provide an ambulance to all fire calls at no cost to the City of Nome or the NVFD."

This is consistent with current city practices. This provision is intended primarily for the protection of firefighters. If injured in the line of duty, they require prompt care. Elimination of this provision would require the city to retain an ambulance to provide this support to its firefighters.

V.5. Services.

NSHC had previously represented that outreach was an important aspect of assuming the ambulance service. This provision continues to be a subject of discussion.

V.7. Nome Volunteer Fire Department Assistance.

The underlined portion below remains under consideration:

"NSHC ground ambulance staff may request assistance from staff of the Nome Volunteer Fire Department (NVFD) as needed for assisting NSHC ambulance staff in moving or lifting a victim. IF NVFD has available staff and responds, NSHC agrees to compensate NVFD for such assistance at a rate of \$15.00 per hour, upon receiving an invoice from NVFD or the City detailing

the requested payment. If City personnel respond, NSHC agrees to compensate the City at a rate of \$75.00 per hour for City personnel time. All fractions of an hour are rounded up to the next whole hour.”

At times, city employees who are also NVFD personnel may be the only available NVFD personnel. Provided they are at work when a call comes in, compensating for their time at a rate similar to their hourly city pay rate (with benefits) would encourage response.

V.8 Nome Police Department Assistance.

NSHC has proposed the underlined portion below. The City should not accept this language and has rejected it in negotiation. It contains no objective criteria to evaluate when a situation is so dangerous that police must prioritize it over other time-sensitive and critical public safety matters. This arrangement would inappropriately permit an outside entity to direct city resources and greatly increases liability.

“The NPD will strive to make available a police officer when requested by NSHC ambulance staff on calls that place NSHC staff, the victim, or community members at risk of physical harm. The level of assistance may be impacted by the number of officers working a shift and the severity of other calls the officer(s) are addressing. NPD will work to provide for the safety of ambulance responders. When NSHC requests police back-up for ambulance runs, they will not dispatch an ambulance nor personnel until the request is fulfilled.”

Please note the contract is not final. The attached draft may contain typographical errors or content that NSHC has not agreed to. The attached draft and this memo are an effort to summarize the status of negotiation to date.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE NORTON SOUND HEALTH CORPORATION
AND
THE CITY OF NOME
FOR THE PROVISION OF GROUND AMBULANCE SERVICES**

I. PURPOSE:

This Memorandum of Agreement (Agreement) outlines the terms under which the City of Nome (City or the City) and the Nome Volunteer Ambulance Department (NVAD) will relinquish their delivery of ground ambulance services to the Norton Sound Health Corporation (NSHC), which is a tribal health organization operating a Critical Access Hospital and other health care services under the Indian Self-Determination and Education Assistance Act (ISDEAA). The City and NSHC (together “Parties” and separately “Party”) commit to the quick and orderly transition of ground ambulance services to NSHC.

II. EFFECTIVE DATE:

This Agreement will take effect April 15, assuming all of the following have occurred: (1) execution of the Agreement by the Parties, (2) all the requirements of section IV has been satisfied by the City, and (3) NSHC has acquired ambulances pursuant to section V(1). Services will not begin until the City of Nome’s Medicare and State of Alaska Medicaid Ground Ambulance enrollment has been revoked as evidenced by written documentation.

III. TERM:

- 1. Expiration Date.** While the Parties consider a perpetual agreement for NSHC to operate ground ambulance services within the NSHC’s federally-defined service area, this Agreement shall entitle NSHC to be the only licensed provider for ground ambulance services for the City for a period of five years, with the opportunity to renew for up to five years.
- 2. Termination Prior to Expiration Date.** This Agreement may be terminated by either Party for any reason, prior to the expiration date, with ninety (90) days written notice to the other Party. The Parties agree that in the event of any termination, both Parties will work in good faith and cooperation to assist in transition agreements and planning so that the services included in this MOA continue to be covered to the benefit of the residents of the Nome community.

IV. AGREEMENTS RELATED TO AMBULANCE ENROLLMENT & CERTIFICATION:

- 1. Alaska Medicaid Enrollment Cancellation.** The City agrees to coordinate with NSHC on service transition. Upon execution of this Agreement by both parties, City will immediately complete and submit a “Request to Cancel Alaska Medicaid Provider Enrollment” form to the

appropriate Alaska Medicaid Fiscal Agent and take all other steps necessary to cancel any City and NVAD enrollment as an Alaska Medicaid provider of ground ambulance services. City shall be entitled to all Medicaid payments owed for City services rendered prior to this Agreement.

2. **Medicare Billing Privileges Termination.** Upon execution of this Agreement by both parties, the City agrees to immediately complete a “Medicare Enrollment Application” stating that the City and NVAD voluntarily terminate its Medicare enrollment as a ground ambulance service supplier, effective immediately, and submit the application to the appropriate Medicare Administrative Contractor. The City further agrees to take all other steps necessary to terminate the City’s and NVAD’s Medicare billing privileges for ground ambulance services. The City and NSHC will cooperate on transition of these services. City shall be entitled to all Medicare payments owed for City services rendered prior to this Agreement.
3. **Revocation of Alaska Office of Emergency Medical Services Certification.** The City agrees to immediately notify the State of Alaska Office of Emergency Medical Services that the City and NVAD requests revocation of its certification for ground ambulance service by either (1) making such request through the Alaska EMS License Management System or (2) by contacting the Office of Emergency Medical Services Manager at (907) 465-8634 and/or emsinfo@alaska.gov, and taking all reasonable steps to ensure that the certification is timely revoked. The City will cooperate with NSHC on transition of these services.
4. **Future Medicaid/Medicare Enrollment and State Certification.** The City agrees to provide NSHC 90-days’ notice if the City, or any entities thereunder, decide to seek Medicaid or Medicare enrollment as a ground ambulance service provider, or seek certification or recertification from the State of Alaska Office of Emergency Medical Services. If the City seeks such enrollment and/or certification, NSHC will no longer provide ambulance services pursuant to this Agreement.
5. **SEMT.** The City of Nome will collect all Supplemental Emergency Medical Transport (SEMT) payments owed when the NVAD was operating.

V. GROUND AMBULANCE SERVICES:

1. Loan of Ambulances To allow time for NSHC to acquire ambulances, the City will permit NSHC to utilize the 2007 and 2012 ambulances in its possession to NSHC at no cost to NSHC. The 2012 ambulance will be returned to the City by July 1, 2024. The City may grant reasonable extensions based on availability of a replacement ambulance. The 2007 ambulance will be returned by July 1, 2025. The vehicles are to be returned in substantially similar condition, excepting normal wear and tear. NSHC assumes all responsibility for inspection, maintenance and insurance of the ambulances from the time NSHC takes possession until the return of the ambulances to City. NSHC maintenance personnel will conduct a pre-inspection of both vehicles to document existing maintenance issues and body damage.

2. Dispatching Ambulance Services. The hospital will provide the City a direct line to reach the Emergency Department. Any calls that are received by dispatch which are related to medical

matters will be transferred to the hospital on the dedicated line. NSHC and the Nome Police Department shall develop a written procedure regarding the dispatch of ground ambulance services under this Agreement. This written procedure, and any future modification, must be approved in writing by both NSHC and the Nome Police Department. Norton Sound Health Corporation will follow best practices for running an ambulance service.

3. Costs of Ambulance Services. NSHC retains the right to bill for ground ambulance services. The City agrees to complete all necessary paperwork to assist NSHC and/or any third-party billing agency in billing for ground ambulance services when requested by NSHC. NSHC will follow its policy for price transparency to the public and its practices for setting prices.

NSHC will provide an ambulance to all fire calls at no cost to the City of Nome or the NVFD.

4. Service Area. Under this Agreement, NSHC will provide ground ambulance services within the limits of the City of Nome (City Limits) as well as those areas outside the City where NVAD currently operates. The parties agree to meet and confer on the jurisdictional area. NSHC will provide ground ambulance services to areas outside the City Limits if the roadways necessary to reach those areas are plowed or otherwise unobstructed. The City agrees to plow roadways and remove obstructions in City Limits upon reasonable request from NSHC, when NSHC is unable to respond to an emergency due to road conditions.

5. Services. A critical aspect of ambulance service in Nome is providing timely and compassionate ambulance service to those suffering from homelessness, alcoholism and addiction. NSHC agrees to conduct an outreach program targeting Nome's homeless population and those suffering chronic alcoholism, substance abuse and mental health issues. NSHC agrees to use staff (EMTs) to interact with the homeless population as a regular aspect of their workday schedule.

6. Ambulance Staffing and Service. NSHC will provide 24-hour/7 days a week coverage. NSHC will schedule two qualified staff for 12-hour shifts. NSHC will dispatch the ambulance from the Emergency Room ambulance bay and one of the two staff will remain in-house during each of the 12-hour shifts to ensure the ambulance is dispatched timely. NSHC will also schedule a second-out team to ensure there is always back-up coverage.

7. Nome Volunteer Fire Department Assistance. NSHC ground ambulance staff may request assistance from staff of the Nome Volunteer Fire Department (NVFD) as needed for assisting NSHC ambulance staff in moving or lifting a victim. IF NVFD has available staff and responds, NSHC agrees to compensate NVFD for such assistance at a rate of \$15.00 per hour, upon receiving an invoice from NVFD or the City detailing the requested payment. If City personnel respond, NSHC agrees to compensate the City at a rate of \$75.00 per hour for City personnel time. All fractions of an hour are rounded up to the next whole hour.

8. Nome Police Department Assistance. The NPD will strive to make available a police officer when requested by NSHC ambulance staff on calls that place NSHC staff, the victim, or community members at risk of physical harm. The level of assistance may be impacted by the number of officers working a shift and the severity of other calls the officer(s) are addressing. NPD will work to provide for the safety of ambulance responders.

9. Independence Retained. NSHC is a tribal health organization and a Co-Signer to the Alaska Tribal Health Compact with the Indian Health Service (IHS) under Title V of the ISDEAA, under which NSHC is authorized to carry out ground ambulance services. Once the City and NVAD's ambulance program is transferred to NSHC, NSHC will carry out the ground ambulance services under and in accordance with its ISDEAA agreements and this Agreement. This Agreement does not subject the NSHC to any City oversight or control. Further, this Agreement does not itself subject NSHC to any additional federal, state, or local laws that are not otherwise applicable to NSHC.

In providing services pursuant to this Agreement, NSHC shall have responsibility for and control over the details and means for performing the services required hereunder. All NSHC employees who perform services for NSHC shall at all times be under the exclusive control and direction of NSHC for the performance of such services and also as to the details and means by which such result is to be accomplished.

10. Indemnification. The City remains responsible for any and all such claims associated with the provision of services through April 14, 2024. NSHC—subject to its coverage under the Federal Tort Claims Act—remains responsible for any and all such claims associated with the provision of services on or after April 15, 2024.

VI. ADDITIONAL TERMS:

1. Notice. Unless otherwise provided herein, any notices or other communications required or permitted by this Agreement to be delivered to the City or NSHC shall be in writing and shall be considered delivered when personally delivered to the Party to whom it is addressed, or in lieu of such personal delivery, when deposited in the United States mail, first class, postage prepaid, addressed to the City or NSHC at the address set forth below:

Norton Sound Health Corporation

Attention: [NAME]

[ADDRESS]

City of Nome

Attention: Glenn Steckman

City Manager

PO Box 281

Nome, AK 99762

2. No Waiver of Sovereign Immunity. Nothing in this Agreement is intended, nor shall be deemed, to be a waiver of the sovereign immunity of the NSHC nor of any of its member tribes.

3. Entire Agreement. This Agreement constitutes the entire Agreement between the City and the NSHC as to the matters stated herein. It supersedes all prior oral and written understandings and agreements as to the matters stated herein. It may be amended, supplemented, modified or canceled only by a duly executed written instrument.

DATED the day and year last written below.

NORTON SOUND HEALTH CORPORATION

[NAME & TITLE]

Date

CITY OF NOME

Glenn Steckman, City Manager

Date