



## **OFFICE OF THE CHEYENNE COUNTY ATTORNEY**

***Paul B. Schaub, County Attorney***

**Amber Horn**  
Chief Deputy

**P.O. Box 217**  
**1212 Jackson**  
**Sidney, Nebraska 69162**  
Telephone: (308) 254-6060  
Fax: (308) 254-5799  
[paul@39cty.com](mailto:paul@39cty.com)

**Darlene M. Shafer**  
Deputy

May 15, 2023

TO: Interested Emergency Medical Service Providers

RE: Request for Proposal

The Cheyenne County Commissioners request proposals (RFPs) for emergency transportation services.

If your firm is interested in providing emergency transportation services, we would appreciate receiving a formal proposal from you that includes, but is not limited to:

- Director and Qualifications
- Company History (years in business, locations of business and/or headquarters)
- Cost to the City/County/Hospital
- Current Service Area(s)
- Complete List of Services That Would Be Offered to the City of Sidney and Cheyenne County
- Current Letters of Recommendations/References
- Communication/Ambulance Equipment
- Current Scope of Services
- Insurance Requirements
- Transition and Implementation Time

A copy of the current Emergency Medical Service Provider Agreement is available at the Cheyenne County Clerk's Office. Please e-mail your formal proposal to the following no later than Friday, June 2, 2023, at 4:00 o'clock PM:

Beth E. Fiegenschuh  
Cheyenne County Clerk  
Cheyenne County Clerk's Office  
1000 10<sup>th</sup> Avenue  
P.O. Box 217  
Sidney, NE 69162  
[clerk@cheyennecounty.net](mailto:clerk@cheyennecounty.net)

CHEYENNE COUNTY BOARD OF COMMISSIONERS

By: s/Paul B. Schaub  
Paul B. Schaub  
Cheyenne County Attorney

COPY

AGREEMENT

THIS AGREEMENT made and entered into this 29th day of May, 2018, by and between CHEYENNE COUNTY, NEBRASKA ("County"), and REGIONAL WEST MEDICAL CENTER, a Nebraska nonprofit corporation, d/b/a Regional West Emergency Medical Services ("RWEMS")

WITNESSETH:

WHEREAS, County desires to retain medical transportation and related services currently furnished by RWEMS, and RWEMS is willing to render such services to County in accordance with this Agreement.

NOW, THEREFORE, in consideration of the foregoing premise, it is agreed as follows:

1. SERVICES OF RWEMS. Regional West will perform the following services for County:

a. Maintain Two (2) ambulances staffed and equipped to meet or exceed regulations of the State of Nebraska, Department of Health and Human Services, Regulation and Licensure. One (1) ambulance shall be equipped to provide Advanced Life Support.

b. Ensure that One (1) ambulance is physically located in County at all times and does not leave County at any time.

c. Be on call for and accomplish ambulance transportation of persons in need of medical services to and from medical facilities on a twenty-four (24) hour, seven (7) days per week basis.

d. Transport inmates and patients under law enforcement custody or Emergency Protective Custody (EPC) to the nearest appropriate health care facility and bill the law enforcement agency with legal responsibility for services rendered according to the fee schedule of the facility then in effect.

e. Provide coordination of EMS services during the Cheyenne County Fair.

f. Provide other ambulance transport or related services as requested and agreed to by RWEMS. RWEMS will not transport those who have been pronounced dead by the County Coroner.

g. Be responsible for the care and management of patients during transport.

h. Be responsible for providing a Physician Medical Director that meets or exceeds the Nebraska Rules and Regulations and the Nebraska Revised Statutes pertaining to ambulance services. The applicable statutes are currently located in Article 12 of Chapter 38 of the Nebraska Revised Statutes, Reissue of 2016.

2. OBLIGATIONS OF COUNTY. The County will:

a. Provide dispatching services to RWEMS at no cost.

b. Cooperate with RWEMS in locating a suitable site for housing for duty crew and ambulances.

3. OBLIGATIONS OF REGIONAL WEST. Regional West will:

a. Manage all aspects of the furnishing of ambulance services under this Agreement, including, but not limited to: scheduling, disciplining, training, supervision, and payment of personnel who provide services under paragraph 1 of this Agreement; ordering of disposable supplies (including medications); and maintenance, stocking and cleaning of ambulances and equipment.

b. Respond to the area's requests for transport in a reasonably timely manner under the circumstances.

c. Employ a sufficient number of qualified personnel to perform its services and obligations hereunder. Such personnel shall be employees of Regional West Medical Center and not the County, and such personnel shall be controlled solely by Regional West Medical Center in its sole independent discretion.

d. Procure and keep in force at its expense (1) commercial general liability insurance of not less than One Million Dollars (\$1,000,000) coverage per occurrence with a Two Million Dollar (\$2,000,000) general aggregate, (2) automobile liability insurance of not less than One Million Dollars (\$1,000,000) combined single limit; (3) professional liability insurance covering its activities hereunder affording not less than One Million Dollars (\$1,000,000) coverage per incident with Three Million Dollars (\$3,000,000) coverage aggregate; and (4) workers' compensation insurance covering all personnel involved with the services provided under this agreement who are its employees. RWEMS will furnish County with evidence of such insurance upon request.

e. Bill patients, intermediaries, third-party payors or agencies for services rendered hereunder and retain all proceeds with full risk of collections.

4. TERM AND TERMINATION. The term of this Agreement shall commence the 1st day of July, 2018, and expire two (2) years thereafter. This Agreement shall be automatically extended for one (1) year at the expiration of each year of the term unless either party gives written notice of termination to the other sent not less than sixty (60) days prior to July 1<sup>st</sup> of the year when this Agreement would otherwise expire. If written notice for any cause is given not less than sixty (60) days prior to July 1<sup>st</sup> of the current year, this agreement would stay in effect until June 30<sup>th</sup> of the following year.

5. COMPENSATION OF RWEMS and PROVISIONS. There is no subsidy to be paid to RWEMS, provided that RWEMS has the first right of refusal for all ground ambulance patients being transported in or out of Cheyenne County. Both parties understand there are currently in existence tiering agreements between Regional West Medical Center and the Volunteer fire/rescue/ambulance services in Cheyenne County. Ambulance Services provided by one of these volunteer agencies would not constitute a breach of contract.

6. LIABILITY. Each party will be responsible for its own acts or omissions under this agreement. Neither party will indemnify the other or hold it harmless except as may be required by federal, state or local law.

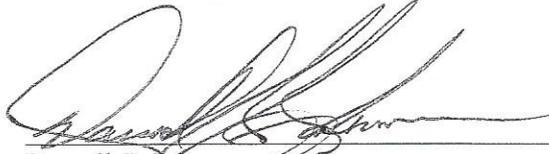
7. MISCELLANEOUS.

a. SUBCONTRACTOR CLAUSE. In the event this agreement is deemed to constitute a contract for services as defined in 42 CFR Part 420, the Comptroller General of the United States, the Department of Health and Human Services, and their duly authorized representatives, (and Medicare Intermediaries) shall have access to RWEMS's contracts, books, documents and records until the expiration of four (4) years after the services are furnished hereunder, such access to be requested and provided as set forth in such part.

b.       COMPLETENESS OF AGREEMENT. This Agreement expresses the entire agreement of the parties, neither party relying on any statement or representation not contained herein. This Agreement supersedes any prior agreement between the parties.

c.       AMENDMENT. Any amendment or modification of this Agreement shall be in a document signed by both parties.

CHEYENNE COUNTY, NEBRASKA



Darrell J. Johnson  
Chair, Cheyenne County Commissioners

Date: May 29, 2018

REGIONAL WEST MEDICAL CENTER



John Mentgen  
President & CEO

Date: May 29, 2018