

# Town of West Yellowstone

Tuesday, November 2, 2021

West Yellowstone Town Hall, 440 Yellowstone Avenue

**The Town Council work session/meeting will be conducted in person and virtually using ZOOM, connect at zoom.us or through the Zoom Cloud Meetings mobile app.**

**Meeting ID: 893 834 1297.**

## WORK SESSION

**5:30 PM**

Health Care Request for Proposals (RFP) Process

Discussion/Action ∞

## TOWN COUNCIL MEETING

**7:00 PM**

### Comment Period

- **Public Comment**
- **Council Comments**

Treasurer's & Securities Report

Purchase Orders ∞

Claims ∞

Business License Applications

Consent Agenda: **Minutes of the October 19, 2021 Town Council Meeting** ∞

**Minutes of the October 26, 2021 Special Town Council Meeting** ∞

Town Manager & Staff Reports ∞

Advisory Board Reports

### NEW BUSINESS

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Marketing and Promotions Fund Award Recommendations

Discussion/Action ∞

- 2021 West Yellowstone Ski Festival \$23,912.00

Mistletoe Magic Holiday Bazaar Special Event

Discussion/Action ∞

Fir Ridge Cemetery Access, USFS Form 299

Discussion/Action ∞

MFPE Police Protective Unit Memorandum of Agreement

Discussion/Action ∞

Designation of Town Manager as Lending Representative, Madison Valley Bank

Discussion/Action ∞

Correspondence/Meeting Reminders/FYI

- Snow Removal and Storage Meeting, November 10, 2021, 5:00 PM

*If viewing the agenda electronically, click the "∞" symbol to link to the associated documentation in the Town Council Packet.*



**Policy No. 16 (Abbreviated)**  
**Policy on Public Hearings and Conduct at Public Meetings**

Public Hearing/Public Meeting

A public hearing is a formal opportunity for citizens to give their views to the Town Council for consideration in its decision making process on a specific issue. At a minimum, a public hearing shall provide for submission of both oral and written testimony for and against the action or matter at issue.

Oral Communication

It is the Council's goal that citizens resolve their complaints for service or regarding employees' performance at the staff level. However, it is recognized that citizens may from time to time believe it is necessary to speak to Town Council on matters of concern. Accordingly, Town Council expects any citizen to speak in a civil manner, with due respect for the decorum of the meeting, and with due respect for all persons attending.

- No member of the public shall be heard until recognized by the presiding officer.
- Public comments related to non-agenda items will only be heard during the Public Comment portion of the meeting unless the issue is a Public Hearing. Public comments specifically related to an agenda item will be heard immediately prior to the Council taking up the item for deliberation.
- Speakers must state their name for the record.
- Any citizen requesting to speak shall limit him or herself to matters of fact regarding the issue of concern.
- Comments should be limited to three (3) minutes unless prior approval by the presiding officer.
- If a representative is elected to speak for a group, the presiding officer may approve an increased time allotment.
- If a response from the Council or Board is requested by the speaker and cannot be made verbally at the Council or Board meeting, the speaker's concerns should be addressed in writing within two weeks.
- Personal attacks made publicly toward any citizen, council member, or town employees are not allowed. Citizens are encouraged to bring their complaints regarding employee performance through the supervisory chain of command.

Any member of the public interrupting Town Council proceedings, approaching the dais without permission, otherwise creating a disturbance, or failing to abide by these rules of procedure in addressing Town Council, shall be deemed to have disrupted a public meeting and, at the direction of the presiding officer, shall be removed from the meeting room by Police Department personnel or other agent designated by Town Council or Operations Manager.

General Town Council Meeting Information

- Regular Town Council meetings are held at 7:00 PM on the first and third Tuesdays of each month at the West Yellowstone Town Hall, 440 Yellowstone Avenue, West Yellowstone, Montana.
- Presently, informal Town Council work sessions are held at 12 Noon on Tuesdays and occasionally on other mornings and evenings. Work sessions also take place at the Town Hall located at 440 Yellowstone Avenue.
- The schedule for Town Council meetings and work sessions is detailed on an agenda. The agenda is a list of business items to be considered at a meeting. Copies of agendas are available at the entrance to the meeting room.
- Agendas are published at least 48 hours prior to Town Council meetings and work sessions. Agendas are posted at the Town Offices and at the Post Office. In addition, agendas and packets are available online at the Town's website: [www.townofwestyellowstone.com](http://www.townofwestyellowstone.com). Questions about the agenda may be directed to the Town Clerk at 646-7795.
- Official minutes of Town Council meetings are prepared and kept by the Town Clerk and are reviewed and approved by the Town Council. Copies of approved minutes are available at the Town Clerk's office or on the Town's website: [www.townofwestyellowstone.com](http://www.townofwestyellowstone.com).

*If viewing the agenda electronically, click the "∞" symbol to link to the associated documentation in the Town Council Packet.*



# REQUEST FOR PROPOSALS

Health Care Services Provider  
For West Yellowstone, Montana

DUE DATE:

March 1, 2016

## I. INTRODUCTION

### A. GENERAL INFORMATION

Notice of Invitation—The Town of West Yellowstone (“the Town”) is seeking proposals from qualified firms, agencies, or organizations to provide health care services to the greater West Yellowstone community. These services may be provided from the facility currently known as the Guy Hanson Medical Clinic. There are no expressed or implied obligations for the Town to reimburse responding agencies for any expenses incurred in preparing proposals in response to this request.

1. Proposal Submission. Prospective providers should submit detailed proposals on or before 5:00 PM on March 1, 2016. Proposals should be mailed or delivered to:

Mayor

Town of West Yellowstone

P.O. Box 1570

West Yellowstone, Montana 59758

“Sealed Proposal Do Not Open”

Proposal cover letters should designate who can answer questions concerning the submitted proposals. An officer empowered to bind the agency submitting the proposal must sign the proposal.

2. Proposal Format. One original copy of the proposal should be submitted in the format outlined in Section III, “Proposal Document Instructions.”
3. Contract Terms. The Town is seeking a contract initially with a term from January 1, 2017 to June 30, 2022.
4. All agencies submitting a proposal shall agree not to include a provision in any contract or agreement with the Town requiring the Town to hold harmless or indemnify any person, partnership, association, corporation or other form of entity.
5. By responding to the RFP, the agency is agreeing to the terms, conditions and requirements set forth herein, unless expressly noted in writing in the firm’s written submission.
6. Schedule of key dates:
  - a. March 1, 2016: Submit sealed proposals by 5:00 PM.
  - b. January 1, 2017: Begin providing health care services.
7. The RFP is not to be construed as creating a contractual relationship between the Town and any agency submitting a response to this RFP.

8. The Town shall have no obligation or liability to any agency responding to this RFP. All costs associated with responding to this RFP are borne solely by the respondent.
9. The Town may require follow-up oral interviews with selected respondents and may require the respondents to participate in negotiations.
10. The Town reserves the right to reject any or all responses, to modify the scope with one or more of the respondents, and to waive any/all requirements which the Town deems to be in its best interests.
11. By submitting the information the agency represents that it has examined and understands the RFP and has become fully informed of all the requirements of the RFP. All terms and conditions set forth in this document are accepted and must be incorporated in the submission unless explicit exception is made to individual items and accepted by the Town.
12. By submitting a response, the agency represents that it has the ability to meet the requirements outlined herein.
13. After evaluation of the responses, the Town will make its selection based on the response which best meets the needs of the Town, in the sole discretion of the Town.
  - a. This Request for Proposals is not intended to create a public bidding process.
  - b. The proposal with the lowest quoted prices or expenses will not necessarily be accepted.
  - c. Nor will any reason for the rejection of any proposal be indicated.
  - d. The Town reserves the right to privately negotiate with any firm with respect to the requirements outlined in this Request for Proposals.

## B. EVALUATION AND SELECTION OF PROPOSALS

The Town will perform the evaluation of proposals in accordance with the criteria set forth in Appendix A. The following criteria will also be considered in the evaluation:

1. The agency has no conflicts of interest with regard to any other work performed for the Town.
2. The agency adheres to the instructions in this request for proposal on preparing and submitting the proposal.
3. The agency's past experience and performance on comparable engagements.
4. The quality of the agency's professional personnel to be assigned to the engagement and the quality of the agency's management support personnel to be available for consultation.
5. The agency's ability to serve the entire population, regardless of income or insurance status.
6. Other criteria deemed prudent.
7. The Town reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

### C. SUBCONTRACTING

Agencies are not permitted to subcontract or assign any part of the work covered under the scope of the agreement, without the express prior written consent of the Town.

### D. MINORITY AND WOMEN-OWNED BUSINESSES

Minority-owned firms and women's business enterprises are encouraged to submit proposals.

## II. NATURE OF SERVICES

A. The Town of West Yellowstone is seeking proposals from qualified firms, or organizations to provide health care services to the greater West Yellowstone community. These services will be provided from the facility currently known as the Guy Hanson Medical Clinic.

If your organization is unable to provide any of the services listed below, please furnish the Town of West Yellowstone with a detailed plan of what services you can provide.

- 1) Provide primary health care for all ages with preferably a Physician and/or a mid-level provider and support staff YEAR ROUND.
- 2) Provide Urgent Care (walk-in service) 7 days a week in the high season from Memorial Day to the 1st Monday in November with preference of 24 hour service.
- 3) Provide after hours on-call Emergency service from 5:00-8:00pm weekdays and 8:00am-8:00pm on the weekends in the winter months from December 15 to March 15.
- 4) Provide visiting specialists and/or telemedicine on a normal rotation including mental health, substance abuse, and OB/GYN services.
- 5) Provide a Community Outreach Coordinator
- 6) Provide Lab Services at a minimum of CLIA-WAIVED tests in-house.
- 7) Provide Digital X-Ray services
- 8) Coordinate with EMS and Life Flight Service
- 9) Provide a Sliding Fee Scale based on family size and income in accordance with Federal Poverty Guidelines. Please state if your Sliding Fee Scale will only be in West Yellowstone or if other providers/specialists you work with will honor the Sliding Fee Scale too. Service must be provided to all, regardless of ability to pay.
- 10) Provider will accept Medicaid, Medicare and Healthy Montana Kids assignment.

### **III. LEASE AND FINANCES**

1. The Town will make its clinic facility available at a lease rate of \$100 per month.
2. The Town may provide financial assistance according to a mutually-agreed upon budget for services.

### **IV. PROPOSAL DOCUMENT INSTRUCTIONS**

#### **A. General Requirements**

Proposals should be printed on plain white paper and bound with one staple or binder clip. Proposals should include the following:

1. Title page, including:
  - a. The name, address, and phone number of the agency's contact person
  - b. The name and address of the agency
2. Table of contents
3. A cover letter, including:
  - a. A brief statement as to the proposer's understanding of the work to be performed, the commitment to perform the work, and a statement as to why the agency believes it to be the best qualified to perform the engagement.
  - b. A signature of the person authorized to commit the agency.
4. Body of proposal—see below

#### **B. Body of Proposal**

The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of the agencies seeking to undertake duties as the main health care provider services for the Town in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation.

1. The proposal should demonstrate the qualifications of the agency and of the particular staff to be assigned to this engagement.
2. The proposal should include a business plan and budget that addresses all of the points outlined in the request for proposal. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposal.
3. The proposal should address the agency's staffing plans.
4. Licensed in Montana—an affirmative statement should be included indicating that the agency is properly registered/licensed to operate in Montana.
5. Agency Qualifications and Experience—The proposal should state the qualifications of the agency, how many doctors/nurse practitioners/nurses and other staff it employs, and location of other offices from which the agency conducts

business. If applicable, the proposal should also discuss how long the agency has been in business and its capabilities to provide emergency, routine, and specialty health care services in a timely fashion.

6. Disclosure—the proposal should disclose whether or not the agency has had any malpractice suits, has lost privileges with a hospital, has been denied or lost any insurance contracts, or has had any formal complaints filed against them with a board of medical examiners and/or board of nursing.

#### C. Other Expenses

The Town will not be responsible for expenses incurred in preparing and submitting the proposal. Such costs should not be included in the proposal.

### V. SPECIAL PROGRAMS

#### A. Contract Period

The Town's contract with the selected health care provider will apply from January 1, 2017 to June 31, 2022.

#### B. Assignability

The selected health care provider cannot transfer any interest or provide for the assignment of health care services with the Town, without the expressed written permission and written consent of the Town Council.

#### C. Ownership

All proposals and reports become the property of the Town of West Yellowstone upon submission, for use as deemed appropriate.

#### D. Confidentiality

All proposals, for the purpose of bidding will be kept in strict confidence by the Town of West Yellowstone. The invitees and subsequently selected agency may not issue news releases or other public notification regarding this project without prior approval from the Town Council, which shall not be unreasonably withheld.



## **APPENDIX A**

After determining that a proposal satisfies the requirements stated in the request for proposal, a comparative assessment of the relative benefits and deficiencies of the proposal in relationship to published evaluation criteria shall be made. The award of a contract resulting from this request for services shall be based on the best proposal received in accordance with the evaluation criteria stated in Appendix B.

After an initial screening process of the RFP, a technical question-and-answer conference or interview may be conducted, if deemed necessary by the Town to clarify or verify the proposer's proposal and to develop a comprehensive assessment of the service.

The Town of West Yellowstone reserves the right to consider historic information and fact, whether gained from the proposer's proposal, question-and-answer conferences, references or any other source, in the evaluation process.

The proposer is cautioned that it is the proposer's sole responsibility to submit information related to the evaluation categories and that the Town of West Yellowstone is under no obligation to solicit such information if it is not included with the proposer's proposal. Failure of the proposer to submit such information may cause an adverse impact on the evaluation of the proposer's proposal.

## APPENDIX B

### PROPOSAL EVALUATION CRITERIA AND RATINGS

1. Agency Qualifications-**Point Value 25**
  - a. Experience of organization/agency in providing medical care in rural setting
  - b. Level of Service- i.e. DO/Physician or mid-level (qualifications of staff)
  - c. Staffing Plan
  - d. Experience coordination community resources
  - e. References/Letters of Support
  
2. Provision of Services-**Point Value 40**
  - a. Hours of Operation, please be specific with seasonality of community
  - b. Ability to provide primary care
  - c. Ability to provide urgent care
  - d. Ability to provide on-call service
  - e. Ability to provide digital X-Ray
  - f. Ability to provide lab services
  
3. Ability to Serve Town of West Yellowstone Regardless of Ability to Pay-**Point Value 25**
  - a. Accepts Assignment of Medicare/Medicaid/Healthy Montana Kids
  - b. Offers Sliding Fee Scale
  - c. Ability to Connect Patients to Other Human Services – i.e. home visitation, maternal child health, HRDC, domestic abuse, mental health etc.
  
4. Budget Proposals-**Point Value 10**

Each proposal will be independently evaluated on the above factors by an evaluation team selected by the Town. No member of the selection and evaluation team will participate if they have a declared conflict of interest with any of the respondents. Interviews with prospective firms may be conducted following a review of the proposals received.



THE TOWN OF  
**WEST YELLOWSTONE**  
GALLATIN COUNTY ~ MONTANA

## REQUEST FOR PROPOSALS

Health Care Services Provider  
For Town of West Yellowstone,  
Montana

DUE DATE:  
April 1, 2022



## I. INTRODUCTION

### A. GENERAL INFORMATION

Notice of Invitation—The Town of West Yellowstone (“the Town”) is soliciting information for the provision of providing health care services to the greater West Yellowstone community for the period starting January 1, 2023 to December 31, 2028 with options for extensions up to four additional years.

Sealed responses will be received at the Town of West Yellowstone offices at 440 Yellowstone Avenue (PO Box 1570), West Yellowstone, Montana 59758 until 5:00pm Mountain time, April 1, 2022.

Packages received after 5:00 pm time shall be considered invalid and shall be returned to the Contractor unopened. (Facsimile submittals will not be accepted)

- a. There are no expressed or implied obligations for the Town to reimburse responding agencies for any expenses incurred in preparing proposals in response to this request.
  - b. Questions regarding this procurement should be directed to Dan Walker, Town Manager at (406) 646-7795
  - c. Town reserves the right to reject any and all responses and to accept any response that serves the best interest of the Town.
  - d. All agencies submitting a proposal shall agree not to include a provision in any contract or agreement with the Town requiring the Town to hold harmless or indemnify any person, partnership, association, corporation or other form of entity.
1. The Town of West Yellowstone shall be known as “Town” for the purposes of this document. Vendor shall be known as “Contractor” or “Vendor” for the purposes of this document
  2. Proposal timeline:
    - a) January 2022 - RFP released to prospective bidders
    - b) March 1, 2022 - Clarifications and/or questions of RFP
    - c) April 1, 2022 - Proposal submission due by 5:00pm
    - d) To be announced - Oral presentations by qualified candidates
    - e) No later than June 15, 2022 - Award of contract.



## B. History

The Town of West Yellowstone, founded in 1908 is a remote community in Southwest Gallatin County, Montana with a population of the incorporated community of 1,300 and is a major gateway community to Yellowstone National Park. Along with being a gateway community we have a large population of citizens that live outside the city in an around the Hebgen Lake reservoir which serves as a popular recreation location for residents and visitors. West Yellowstone serves as a destination for both summer and winter activities and is dependent upon tourism as our primary source for the economy.

Currently the Town has no historical data to share with the prospective bidders in this process. It is expected that the clinic and urgent care services to be utilized by many of the local residents as well as the visitors of the community.

It is encouraged for bidders to consider other healthcare services, preventative care, home health, therapy, etc., that can be offered to the community. These additional services are not covered under this RFP and it is solely incumbent upon the bidder to assess the financial benefit of offering any additional services beyond the contractual scope of work.

## C. Warrant of Non-Exclusion:

Contractor represents and warrants that as of the Effective Date, neither Contractor nor any of its employees, are or have been excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs. Contractor further represents to Town that no final adverse action by the federal or state government has occurred or is pending or threatened against Contractor, its affiliates, or, to its knowledge, against any employee, contractor, or agent engaged to provide items or services under this Agreement. Contractor also represents that if during the term of this Agreement it, or any of its employees becomes so excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, Contractor will promptly notify Town.

Town retains the right to terminate or modify this Agreement in the event of the Contractor's exclusion from a federal or state health care program.

## D. Submittal Format

One original sealed copy of proposal shall be submitted in the outlined format.

By responding to the RFP, the Contractor is agreeing to the terms, conditions and requirements set forth herein, unless expressly noted in writing in the submittal.



The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of the Contractor seeking to undertake duties as the main health care provider services for the Town in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than their former manner of presentation.

Proposals should be printed on plain white paper and bound with one staple or binder clip. Proposals should include the following:

- a. Cover letter that includes statement as to the proposer's understanding of the statement of work, the commitment to perform the work as outlined, and a statement as to why the agency believes it to be the best qualified to perform the engagement. An officer empowered to bind the Contractor shall sign the cover letter and shall include a designee of the Contractor that can respond to question and concerns of submittal.
- b. Title page, including:
- c. The Contractor name, address, and phone number of the Contractors point of contact
- d. Table of contents
- e. Body of proposal
  - I. Qualifications and experience of the Contractor in providing similar Services and to include Contractor years of service and financial stability.
    - (i) Locations of other similar operations to include staffing model.
    - (ii) Process for after-hours request for service on urgent care or emergency situations
    - (iii) Current staffing models for other similar locations and capabilities to provide emergency, routine, and specialty healthcare services
    - (iv) Capability for virtual consultations for specialty services
  - II. Business plan with a projected budget that corresponds to Statement of Work
  - III. Proposed staffing plan along with resumes of key management team
  - IV. An affirmative statement that Contractor is or has the ability to register to be licensed in the State of Montana
  - V. Insurance loss history for five years
    - i. Malpractice claims
    - ii. Hospital privileges revoked/denied
    - iii. Board of Medical Examiners complaints with resolution
  - VI. Insurance Accord showing policy coverage and limits



E. Affirmation

By submitting a proposal the Contractor represents that it has examined and understands the RFP and has become fully informed of all the requirements of the RFP. All terms and conditions set forth in this document are accepted and must be incorporated in the submission unless explicit exception is made to individual items and accepted by the Town.

By submitting a response, the Contractor represents that it has the ability to meet the requirements outlined herein.

F. EVALUATION AND SELECTION OF PROPOSALS

After evaluation of the responses, the Town will make its selection based on the response which best meets the needs of the Town, in the sole discretion of the Town.

The Town will perform the evaluation of proposals in accordance with the criteria set forth in Appendix A.

This Request for Proposals is not intended to create a public bidding process.

- a. The proposal with the lowest quoted prices or expenses will not necessarily be accepted.
- b. Nor will any reason for the rejection of any proposal be indicated.
- c. The Town reserves the right to privately negotiate with any firm with respect to the requirements outlined in this Request for Proposals.

G. SUBCONTRACTING

Contractors are not permitted to subcontract or assign any part of the work covered under the scope of the agreement, without the express prior written consent of the Town.

H. MINORITY AND WOMEN-OWNED BUSINESSES

Minority-owned firms and women's business enterprises are encouraged to submit proposals.



## II. Scope of Work

A. The Town of West Yellowstone is seeking proposals from qualified firms, or organizations to provide health care services to the greater West Yellowstone community. These services will be provided from the facility currently known as the Guy Hanson Medical Clinic.

If your organization is unable to provide any of the services listed below, please furnish the Town of West Yellowstone with a detailed plan of what services you can provide.

- 1) Provide primary health care for all ages with a Physician and/or a mid-level provider and support staff YEAR ROUND.
- 2) Provide Urgent Care (walk-in service) with preference of 24 hour service.
- 3) Provide after hours on-call Emergency service
- 4) Provide visiting specialists and/or virtual visits on a scheduled rotation based upon the community needs.
- 5) Provide a Community Outreach Coordinator
- 6) Provide Lab Services at a minimum of CLIA-WAIVED tests in-house.
- 7) Provide Digital X-Ray services
- 8) Coordinate with EMS
- 9) Provide a Sliding Fee Scale based on family size and income in accordance with Federal Poverty Guidelines. Indicate if your Sliding Fee Scale is site specific or system wide and if providers/specialists will also be included in the Sliding Fee Scale too. Service must be provided to all, regardless of ability to pay.
- 10) Provider will accept Medicaid, Medicare and Healthy Montana Kids assignment.
- 11) Provider will supply quarterly reports that includes
  - a) Total number of visits (scheduled, nonscheduled and urgent care)
  - b) Total number of patients by payor category (Medicare, Medicaid, etc.)
  - c) Profit/loss statement of previous quarter
  - d) Results from patient satisfaction survey
  - e) Any contractual deficiencies and provider resolutions





### III. LEASE AND FINANCES

1. The Town will make its clinic facility available at a lease rate of \$100 per month.
2. The Town may provide financial assistance according to a mutually agreed upon budget for services.

### IV. SPECIAL PROGRAMS

#### A. Contract Period

The Town's contract with the selected health care provider will apply from January 1, 2023 to December 31, 2028.

#### B. Assignability

The selected health care provider cannot transfer any interest or provide for the assignment of health care services with the Town, without the expressed written permission and written consent of the Town Council.

#### C. Ownership

All proposals and reports become the property of the Town of West Yellowstone upon submission, for use as deemed appropriate.

Any proprietary information submitted should be clearly mark as such so not to compromise Contractors trade secrets.

#### D. Confidentiality

All proposals, for the purpose of bidding will be kept in strict confidence by the Town of West Yellowstone. The invitees and subsequently selected agency may not issue news releases or other public notification regarding this project without prior approval from the Town Council, which shall not be unreasonably withheld.



## APPENDIX A

After determining that a proposal satisfies the requirements stated in the request for proposal, a comparative assessment of the relative benefits and deficiencies of the proposal in relationship to published evaluation criteria shall be made. The award of a contract resulting from this request for services shall be based on the best proposal received in accordance with the evaluation criteria stated in Appendix B.

After an initial screening process of the RFP, an oral presentation will be conducted to clarify the proposer's capabilities and to develop a comprehensive assessment of the service.

The Town of West Yellowstone reserves the right to consider historic performance, and any credible sources, in the evaluation process.

The proposer is cautioned that it is the proposer's sole responsibility to submit information related to the evaluation categories and that the Town of West Yellowstone is under no obligation to solicit such information if it is not included with the proposer's proposal. Failure of the proposer to submit such information may cause an adverse impact on the evaluation of the proposer's proposal.

### Additional factors in scoring proposals

- A. The Contractor has no conflicts of interest with regard to any other work performed for the Town.
- B. The Contractor adheres to the instructions in this request for proposal on preparing and submitting the proposal.
- C. The Contractor's past experience and performance on comparable engagements.
- D. The quality of the Contractor's professional personnel to be assigned to the engagement and the quality of the Contractor's management support personnel to be available for consultation.
- E. The Contractor's ability to serve the entire population, regardless of income or insurance status.
- F. Other criteria deemed prudent.

The Town reserves the right to retain all proposals submitted and use any idea in proposal regardless of whether that proposal is selected.



## APPENDIX B

### PROPOSAL EVALUATION CRITERIA AND RATINGS

1. Agency Qualifications-**Point Value 25**
  - a. Experience of organization/agency in providing medical care in rural setting
  - b. Level of Service- i.e. DO/Physician or mid-level (qualifications of staff)
  - c. Staffing Plan
  - d. Experience coordination community resources
  - e. References/Letters of Support
2. Provision of Services-**Point Value 40**
  - a. Hours of Operation, please be specific with seasonality of community
  - b. Ability to provide primary care
  - c. Ability to provide urgent care
  - d. Ability to provide on-call service
  - e. Ability to provide digital X-Ray
  - f. Ability to provide lab services
3. Ability to Serve Town of West Yellowstone Regardless of Ability to Pay-**Point Value 25**
  - a. Accepts Assignment of Medicare/Medicaid/Healthy Montana Kids
  - b. Offers Sliding Fee Scale
  - c. Ability to Connect Patients to Other Human Services – i.e. home visitation, maternal child health, HRDC, domestic abuse, mental health etc.
4. Budget Proposals-**Point Value 10**

Each proposal will be independently evaluated on the above factors by an evaluation team selected by the Town. No member of the selection and evaluation team will participate if they have a declared conflict of interest with any of the respondents. Interviews with prospective firms may be conducted following a review of the proposals received.

## HEALTHCARE SERVICES AGREEMENT

THIS HEALTHCARE SERVICES AGREEMENT is entered into this 16 day of August, 2016, by and between the Town of West Yellowstone ("Town"), a Montana municipal corporation, of P.O. Box 1570, West Yellowstone, Montana 59758, and Community Health Partners ("CHP"), 126 South Main Street, Livingston, Montana.

### WITNESSETH:

WHEREAS, the Town and CHP desire to cooperate in providing the citizens and visitors of West Yellowstone with the best and broadest range of healthcare services that are appropriate and affordable for the community; and

WHEREAS, the Town and CHP desire to enter into an agreement that sets forth their respective rights and obligations regarding the provision of healthcare services.

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


- 1) Services. CHP intends to provide the healthcare services detailed in Exhibit "A".
- 2) Staffing. During the Summer season, CHP will have office hours Monday through Saturday. In the off season, CHP will host office hours Tuesday through Friday. CHP intends to offer full-time services with evening hours 12 months of the year. During the Summer season, evening hours will be provided two days per week. In the off-season, evening hours will only be provided only one day per week. During the summer tourist season (four months), CHP adds additional staffing members to handle the increase in demand. For active patients, CHP will have an after hour provider available via phone.
- 3) Employees. CHP will hire and employ all staff members operating the healthcare facility.
- 4) Equipment. CHP will provide all medical equipment for the healthcare facility, except as otherwise agreed by the parties. CHP will also provide all medical supplies and office supplies for the healthcare facility.
- 5) Board of Directors. The CHP Board of Directors has designated a seat on the Board for a member of the West Yellowstone community. The CHP Board of Directors will nominate and elect a member of the West Yellowstone community, ideally a consumer of CHP's West Yellowstone healthcare services, to their Board of Directors.
- 6) Advisory Board. The Town has appointed a Healthcare Services Advisory Board. CHP shall meet regularly, no less than quarterly, with the Advisory Board and the Town Manager to do the following:
  - a. Identify and advise the Town Council on the healthcare needs of the West Yellowstone community and to recommend appropriate actions to address those needs.


- b. To review current operations of CHP and to recommend changes as required and to monitor the needs of the Town and to devise service delivery options to meet those needs.
- 5) Provisions. The healthcare service plan will include provisions for uninsured and underinsured residents developed either in collaboration with other entities (State of Montana, Gallatin County, other health service providers or agencies) or through CHP independently. The plan will include a sliding fee scale (payment required of patient adjusted fees based on income), primary medical care, preventive services, after hours call, dental services, mental health and substance abuse support, and attention to transportation challenges not already available through local organizations. The plan will strive to avoid duplication of services while enhancing the healthcare service options available to residents and visitors. The plan will be reviewed on an annual basis and may be modified by mutual agreement during the course of that review.
- 6) Risk Share. The Town and CHP agree to share the financial risk anticipated in calendar year 2017 and each subsequent year of the contract. The Town will pledge up to \$100,000.00 to cover the financial shortfall anticipated in CHP's net operating income, determined in accordance with its usual practices. Every year, the parties will initiate a review of CHP's financial performance in August. The Town shall have the right, upon reasonable notice, to inspect CHP's income and expense records, balance sheet, and other financial records for the West Yellowstone facility on a periodic basis. If CHP requests a contribution under this section, such request shall be in writing and shall include the financial records necessary to explain the request. The Town shall have thirty (30) days to make payment.
- 7) Term of Agreement. The term of this Health Services Agreement shall be one (1) year, commencing on January 1, 2017 and terminating on December 31, 2017. The Agreement shall renew automatically for consecutive one (1) year terms for a maximum of four (4) years unless the Town or CHP exercise their respective rights to terminate the Agreement in accordance with Section 10 below.
- 8) Termination. This Agreement may be terminated by written notice given by either the Town or CHP to the other party on any date in such notice stated, not less, however, than 120 days subsequent to the date on which such notice shall be given. Said notice may be given to CHP by serving CHP personally or by posting a copy thereof on the outside of any door in any building upon the leased premises or by mailing said notice, postage prepaid, to CHP at the last address known to the Town. Said notice may be given to the Town by mailing the same, postage prepaid, to the Town Offices.
- 9) Notice. Any default or other notice required or permitted by this agreement must be served on either party in writing either by first-class mail or in person at the respective addresses set forth at the beginning of this agreement. Either party may also use this notice procedure to inform the other of a change of address
- 10) Venue and Attorney's Fees. Venue for any litigation between the parties shall be proper

only in Gallatin County, Montana. In the event of litigation between the Town and CHP, the prevailing party shall be entitled to all its reasonable costs and attorney's fees incurred during the litigation, both in the trial court and on appeal.

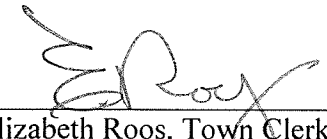
- 11) Governing Law. This Agreement shall be governed by Montana law.
- 12) Entire Agreement. This document is the entire agreement between the parties and shall supersede all prior oral or written agreements or understandings. If the parties mutually desire to amend or modify this agreement, then such amendment or modification must be in writing and be signed by an appropriate representative of each party.
- 13) Successors. This Agreement shall bind CHP's successors and assignees.
- 14) Additional Agreements. CHP agrees to operate the healthcare services facility in the premises in accordance with the requirements set forth in the Lease Agreement, a copy of this is attached as **Exhibit B.**

DATED the day and year first above written.

  
\_\_\_\_\_  
Lander Cooney, CEO  
Community Health Partners

  
\_\_\_\_\_  
Daniel Sabolsky, Town Manager  
Town of West Yellowstone

ATTEST:

  
\_\_\_\_\_  
Elizabeth Roos, Town Clerk

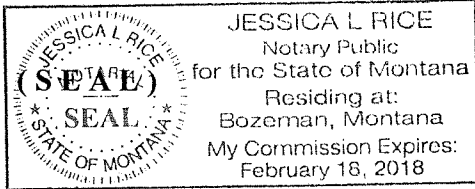


STATE OF MONTANA

: ss.

County of Gallatin

This instrument was acknowledged before me this 27 day of September, 2016, by Lander Cooney, CEO, Community Health Partners.



Jessica L Rice  
NOTARY PUBLIC for the State of Montana

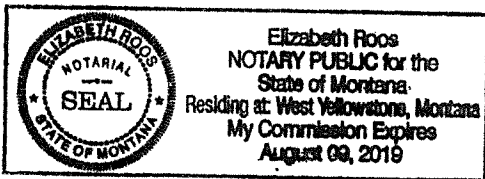
STATE OF MONTANA

: ss.

County of Gallatin

This instrument was acknowledged before me this 8 day of September, 2016, by Daniel Sabolsky, as Town Manager for the Town of West Yellowstone.

(SEAL)



Elizabeth Roos  
NOTARY PUBLIC for the State of Montana  
Residing at West Yellowstone  
My Commission expires Aug. 9, 2019

## EXHIBIT A

### SERVICES PROVIDED BY COMMUNITY HEALTH PARTNERS & BOZEMAN HEALTH

- Primary Care (prevention and treatment of acute and chronic disease and injuries; referral to specialty Care when indicated; coordination of care).
- Urgent Care (walk-in care for acute conditions; suturing, splinting, etc.).
- In-House CLIA-waived Lab Testing as well as Blood Draws (completed and sent via courier to Bozeman Health once per day).
- Digital X-ray of Extremities and Chests with Over-reads from InterCity Radiology in Bozeman.
- Routine Adult and Childhood Immunizations (both private stock and Vaccines for Children program).
- Drug Testing
- Allergy Shots Administration
- Level 3 Patient-Centered Medical home designated by the National Commission on Quality Assurance *DS*
- Mental Health Counseling (partnership with the Gallatin Mental Health Center). *DS*
- Parents as Teachers Home Visiting Services (children aged 0-5). *DS*
- Reach Out and Read Pediatric Reading Program (free, age-appropriate new books for all children).
- Outreach and Enrollment Assistance for Affordable Care Act and Montana Medicaid.
- One (1) Day A Week Physician Service Provided by Bozeman Health.

*\* As private grant sources are available & fund.*



**EXHIBIT B**

(Intentionally Left Blank)

**LEASE AGREEMENT**

THIS LEASE AGREEMENT is entered into this 16 day of August, 2016, by and between the Town of West Yellowstone ("Town" or "Lessor"), a Montana municipal corporation, of P.O. Box 1570, West Yellowstone, Montana 59758, and Community Health Partners ("CHP" or "Lessee"), 126 South Main Street, Livingston, Montana.

**WITNESSETH:**

WHEREAS, the Town is the owner of the building and premises described below and wishes to lease medical office space therein; and

WHEREAS, CHP desires to lease the premises and to operate a healthcare services facility therein; and

WHEREAS, the Town and CHP desire to cooperate in providing the citizens and visitors of West Yellowstone with the best and broadest range of healthcare services that are appropriate and affordable for the community; and

WHEREAS, the Town and CHP desire to enter into an agreement that sets forth their respective rights and obligations regarding the premises and the provision of healthcare services therein.

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

1) Description of Premises. The Town hereby demises and leases to CHP the entire premises presently known as the GUY E. HANSON MEDICAL CENTER, located at 11 S. Electric St., West Yellowstone, Montana.

2) Use of Premises. The premises leased to CHP shall be used exclusively for providing healthcare services to patients by physicians, nurse practitioners, physician assistants, and other mental, dental, or physical healthcare service providers, as well as their professional and clerical staff. The personnel providing healthcare services in the premises shall be properly qualified by education, training and experience to provide these services and shall be duly licensed in accordance with the laws of Montana.

3) Term of Lease. The term of this Lease Agreement shall be one (1) year, commencing on January 1, 2017 and terminating on December 31, 2017. The Agreement shall renew automatically for consecutive one (1) year terms for a maximum of four (4) years, until 2020, unless the Town or CHP exercise their respective rights to terminate the Agreement in accordance with Section 5 below.

4) Termination. This Agreement may be terminated by written notice given by either the Town or CHP to the other party on any date in such notice stated, not less,

however, than 120 days subsequent to the date on which such notice shall be given. Said notice may be given to CHP by serving CHP personally or by mailing said notice, certified mail, return receipt requested, to CHP at the address set out above. Said notice may be given to the Town by mailing the same, postage prepaid, to the Town Offices.

5) Rental Payments. CHP shall pay the Town the rental amount of One Thousand and Two Hundred Dollars (\$1,200.00) per year beginning on January 1, 2017 and payable before January 8<sup>th</sup> each year thereafter until expiration or termination of the lease. Payments shall be made to the Town at 440 Yellowstone (P.O. Box 1570), West Yellowstone, Montana 59758.

6) Possession. The Town shall deliver possession of the premises to CHP on or before January 1, 2017.

7) Definition of "Capital Improvement" and "Maintenance and Repair." As more generally described below, the Town is responsible for the cost of any capital improvement to the premises, while CHP is responsible for maintenance and repair of the premises. The term "capital improvement" means any permanent alteration or modification to the premises that (i) substantially increases its value, (ii) substantially prolongs its life, or (iii) adapts it to an entirely new use. In the event of a dispute between the parties concerning the definition of "capital improvement," the parties shall look to Section 263(a) of the Internal Revenue Code for guidance, including regulations, IRS interpretations or court cases construing this section. Any alteration, modification or other work of any kind performed on the premises, that does not constitute a "capital improvement" qualifies as "maintenance or repair."

8) Capital Improvements. The Town is solely responsible for the cost of capital improvements to the premises. The Town will consult with CHP concerning necessary or desired capital improvements on the premises; however, any modification or alteration to the premises by CHP is subject to the Town's discretion and written prior approval. The Town shall make every effort to provide for continuous operation during any capital improvement construction, including, if necessary, assistance in relocating operations to alternate facilities.

9) Maintenance and Repair. As a general principle, maintenance and repair of the leased premises is the sole responsibility of CHP, except that the following items will be performed by or at the sole expense of the Town: maintenance of lawns and landscaping and removal of snow from the parking lot adjacent to the premises. CHP shall remove snow and otherwise maintain the walkway from the parking lot to the entrance of the premises.

10) Utilities. CHP shall be solely responsible for public or private utility services of any kind furnished to the premises during the term of this lease, including telecommunication services and internet. CHP shall promptly pay all billing statements or accounts for utility services furnished to the leased premises.

11) Independent Contractor. CHP shall at all times remain an independent contractor when performing activities of whatever kind in the leased premises or elsewhere, including, but not limited to, CHP's healthcare services facility. All persons working at the healthcare services facility or elsewhere in CHP's operations are solely employees of CHP, and not the Town. CHP

agrees to comply with all federal, state or local laws and regulations concerning its employees.

12) Casualty Insurance. The Town shall keep all buildings and improvements on the leased premises insured against loss or damage by fire or other standard peril in an amount it deems appropriate. CHP shall maintain its own casualty insurance for fire or other standard peril on the personal property and leasehold improvements contained in the premises.

13) Liability Insurance. Both parties shall maintain liability insurance for bodily injury and property damage involving the leased premises or the operations thereon. The Town shall maintain liability insurance in accordance with Montana statutory limits on municipal liability, presently the amount of \$750,000.00 per person and \$1,500,000.00 per occurrence; CHP shall maintain comprehensive general liability insurance in an amount of no less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence. CHP shall name the Town as an additional insured on its liability insurance policy.

14) Indemnification. To the fullest extent permitted by law, CHP agrees to indemnify and hold the Town harmless, for any claim, damage, loss, attorney's fees or expense of any kind incurred by or asserted against CHP and arising from the negligence or action of CHP. Furthermore, CHP agrees to indemnify and hold the Town harmless for any claim, damage, loss, attorney's fees or expense of any kind arising out of or resulting from the provision of medical services by CHP or its employees to any person, whether on the premises or elsewhere.

15) Assignment or Sublease. CHP may not assign any of its rights or obligations under this lease, nor may CHP sublease all or any portion of the leased premises, without the prior written approval of the Town. Because of the nature of this lease and the unique relationship between the Town and CHP, the Town may withhold approval for assignment or sublease for any reason it deems appropriate. In addition, CHP may not provide patients with medical or related healthcare services in the premises except through its own employees and staff. If CHP desires to establish a long term (more than four months) professional relationship with an independent healthcare provider to offer medical, psychological or other healthcare services in the premises, CHP must obtain the prior written permission of the Town.

16) Unlawful Activity or Nuisance. CHP shall neither use nor occupy the leased premises in any manner that violates federal, state or local law or regulation. CHP shall not use the leased premises in any manner that constitutes a public or private nuisance.

17) Improvements. All improvements to the leasehold premises, whether paid for by the Town or CHP, shall become the sole property of the Town upon the expiration or termination of this lease. All improvements made to the premises must be reviewed and approved by the Town prior to installation. All personal property owned or

purchased by CHP that is not permanently affixed to the premises shall remain CHP's property upon expiration or termination of this lease.

18) Annual Review. The Town and CHP shall meet on a regular basis but at least annually to review the lease agreement and propose modifications. Modifications to the agreement may be made at any time by mutual written agreement of the parties.

19) Default or Breach. The following events shall constitute a default or breach of this agreement by CHP:

- (a) If CHP fails to pay rent when due;
- (b) If CHP assigns or attempts to assign all or any portion of this agreement without the prior written permission of the Town;
- (c) If CHP sublets or attempts to sublet all or any portion of the leased premises without the prior written permission of the Town;
- (d) If CHP ceases operation of a healthcare services facility in the premises;
- (e) If CHP vacates or abandons the leased premises;
- (f) If CHP causes a construction lien or any other lien to be placed on the premises;  
or
- (g) If CHP fails to comply with any material condition or provision of this lease;
- (h) If CHP fails to comply with any material condition of the Health Care Services Agreement dated August 16, 2016

If CHP is in default of this lease as described above, then the Town must provide written notice of the alleged default and, if appropriate, explain how the default can be cured. If CHP has not cured the default within thirty (30) days of the date that the Town's written notice was mailed, then the Town may terminate this lease in accordance with Section 5. Exercise of its termination rights does not preclude the Town from pursuing any other right or remedy it may have under law or this agreement, including, but not limited to, the right to contract with another party to lease the premises or operate a healthcare services facility therein.

20) Notice. Any default or other notice required or permitted by this agreement must be served on either party in writing either by first-class mail or in person at the respective addresses set forth at the beginning of this agreement. Either party may also use this notice procedure to inform the other of a change of address.

21) Right of Entry. CHP shall permit the Town, its agents or employees to enter the leased premises at all reasonable or necessary times to inspect the premises, to perform work thereon, or to conduct any other activity that is reasonably related to the Town's interest in the premises. When no emergency exists that requires immediate entry, the Town shall make a reasonable effort to provide CHP with oral or written notice at least 24 hours before entry.

22) Warranty of Condition/Inspection. The Town makes no express or implied warranty or representation concerning the existing condition of the leased premises. Prior to January 1, 2017, the Town and CHP will conduct a joint inspection of the Guy Hanson Medical Clinic noting existing damage and areas in need of repair. The results of the inspection will form

the basis of a work plan to make repairs and/or upgrades to the clinic building if any are necessary and at the sole discretion of the Town. Upon completion of the joint inspection of the leased premises, CHP agrees to accept the premises in their present condition and state of repair.

23) Venue and Attorney's Fees. Venue for any litigation between the parties shall be proper only in Gallatin County, Montana. In the event the Town enlists the aid of an attorney to enforce any provisions of this Agreement, or in the event of litigation between the Town and CHP connected to this Agreement, the prevailing party shall be entitled to all its reasonable costs and attorney's fees incurred before and during the litigation, both in the trial court and on appeal.

24) Governing Law. This Agreement shall be governed by Montana law.


25) Entire Agreement. This document is the entire agreement between the parties and shall supersede all prior oral or written agreements or understandings. If the parties mutually desire to amend or modify this agreement, then such amendment or modification must be in writing and be signed by an appropriate representative of each party.

26) Successors. This Agreement shall bind CHP's heirs, successors and assigns.

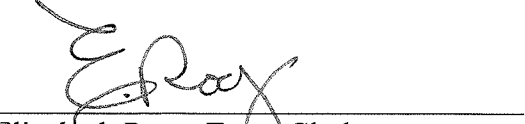
27) Additional Agreements. CHP agrees to operate the healthcare services facility in the premises in accordance with the requirements set forth in a separate and mutually agreeable Healthcare Services Agreement.

DATED the day and year first above written.

  
Lander Cooney, CEO  
Community Health Partners

  
Daniel Sabolsky, Town Manager  
Town of West Yellowstone

ATTEST:

  
Elizabeth Roos, Town Clerk

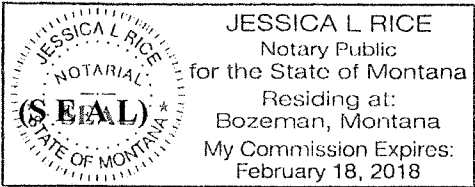


STATE OF MONTANA

: SS.

County of Gallatin

This instrument was acknowledged before me this 27 day of September, 2016, by Lander Cooney, CEO, Community Health Partners on behalf of Community Health Partners.



Jessica L. Rice  
NOTARY PUBLIC for the State of Montana  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

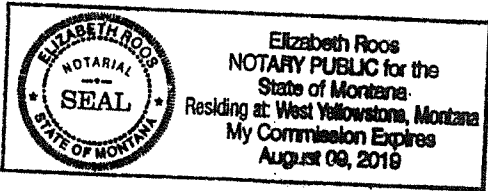
STATE OF MONTANA

: SS.

County of Gallatin

This instrument was acknowledged before me this 8 day of September, 2016, by Daniel Sabolsky, as Town Manager for the Town of West Yellowstone.

(S E A L)



E. Roos  
NOTARY PUBLIC for the State of Montana  
Residing at: West Yellowstone  
My commission expires: Aug. 9, 2019