

EXHIBIT B**OPERATING PLAN****TABLE OF CONTENTS**

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1) INTRODUCTION

This Operating Plan between _____ (hereinafter referred to as the “Concessioner”) and the National Park Service (hereinafter referred to as the “Service”) describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within Yellowstone National Park (hereinafter referred to as the “Area”) that are assigned to the Concessioner for the purposes authorized by the Contract

In the event of any conflict between the terms of the Contract and this Operating Plan, the terms of the Contract, including its designations and amendments, will prevail.

This plan will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Area.

Any revisions shall not be inconsistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purpose of the Contract.

2) MANAGEMENT, ORGANIZATION AND RESPONSIBILITIES

A) National Park Service

The Superintendent of the Area is the Park Manager with responsibility for Area operations including concessions management. The Superintendent carries out the policies and directives of the Service, including concession contract management. The Chief, Concessions Management Division of the Area (hereinafter referred to as the Chief) is the liaison between the Concessioner and all other Service divisions. The Chief has line authority from the Superintendent to make field decisions pertaining to the Concessioner’s operations. The Superintendent carries out the policies and directives of the Service, including concession contract management. Directly, or through designated representatives, including the Chief, the Superintendent reviews, directs, and coordinates Concessioner activities relating to the Area. These include:

- (1) Evaluation of Concessioner services and facilities;
- (2) Review and approval of rates charged for commercial services;
- (3) Review and audit financial data submitted by the Concessioner
- (4) Review and approve of all reporting requirements as outlined in the contract and exhibits
- (5) Review and approval of all changes to facilities, and;
- (6) Delivery of a current Service staff list.

All services, rates, operating hours, seasons, facility improvements, repair and maintenance, and new construction will be reviewed by the Concessions Management Office and approved by the Chief.

B) Concessioner

To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner will have an on-site operation manager who:

Has the authority and managerial experience to oversee the operation, the Concessions Facilities and required and authorized services within the Area.

- (2) Will employ a staff with expertise and training appropriate to operate all services required and authorized under the Contract;
- (3) Has full authority to act as a liaison in all concession administrative and operational matters within the Area;
- (4) Has the responsibility for implementing the policies and directives of the Service.

In the absence of the Director of Operations, the Concessioner will designate an acting..

3) GENERAL OPERATING STANDARDS AND REQUIREMENTS

A) Concessioner Services:

(1) Medical Services

Old Faithful Medical Facility

- This facility will provide emergency medical services to Area visitors, Service, Concessioner and other employees and residents working and living in the area on a seasonal basis operating from mid May through mid October.
- The facility will be equipped and have staff trained to appropriately manage cardiac patients including, at a minimum, 12-lead EKG capabilities, and the ability to diagnose, initiate and maintain thrombolytic therapy. Services will include a small laboratory for minimal diagnostic tests, x-rays, and the ability to dispense pharmaceuticals. The staff will be trained to provide routine C-spine evaluations and clearance of C-spine injuries. Other services and equipment deemed appropriate for this level of medical service will also be provided.

Lake Medical Services Facility

- This facility will provide emergency services to Area visitors, Service, Concessioner and other employees and residents, as well as routine clinical treatment to patients on a seasonal basis operating from mid May through mid September.

- The facility will be equipped and have staff trained to appropriately manage cardiac patients including, at a minimum, 12-lead EKG capabilities, and the ability to diagnose, initiate and maintain thrombolytic therapy. Services will include a small laboratory for minimal diagnostic tests, x-rays, and the ability to dispense pharmaceuticals. Other services and equipment deemed appropriate for this level of medical service will also be provided.

Mammoth Medical Facility

- This facility will provide emergency services to Area visitors, Service, Concessioners and other employees and residents living in the area, as well as routine clinical treatment to patients on a year round basis.
- Staffing will be adequate to provide for routine clinic appointments, emergencies, x-ray services, pre-employment physicals, Department of Transportation physicals, drug screens, pulmonary function testing, vision and hearing screening and tonometry, diagnostic laboratory services (either through waived testing or reference labs in Montana and Wyoming), and the ability to dispense pharmaceutical services (to cover periods when the local pharmacy is not open).
- The facility will be equipped and have staff trained to appropriately manage cardiac patients including, at a minimum, 12-lead EKG capabilities, and the ability to diagnose, initiate and maintain thrombolytic therapy. Services will include a small laboratory for minimal diagnostic tests, x-rays, and the ability to dispense pharmaceuticals. The staff will be trained to provide routine C-spine evaluations and clearance of C-spine injuries. Other services and equipment deemed appropriate for this level of medical service will also be provided.

Schedule of Operation

Old Faithful Medical Facility

- Mid-May through mid-September
 - Seven days a week, eight hours a day
 - Staffing, at a minimum:
 - Physician's assistant or Nurse Practitioner
 - Registered nurse
 - Paramedic
- Mid-September through mid-October
 - Five days a week, eight hours a day
 - Staffing, at a minimum:

- Physician's assistant or Nurse Practitioner
- Registered nurse

Lake Medical Facility

- Late-May through mid-September
 - Seven days a week, eight hours a day
 - Staffing, at a minimum:
 - Physician's assistant or Nurse Practitioner
 - Registered nurse
 - Paramedic
 - After hours on call for emergencies
 - Physician's assistant or Nurse Practitioner
 - Paramedic or nurse

Mammoth Medical Facility

- June through September
 - Open seven days a week, eight hours a day
 - Staff, at a minimum:
 - Full-time physician
 - Registered nurse
 - Billing/Receptionist
 - Physician's assistant or Nurse Practitioner and registered nurse for weekend coverage
- Remaining months
 - Five days a week, eight hours a day (except Friday: 8am to noon),
 - Closed holidays and Thanksgiving week.
 - Staff, at a minimum:
 - Full time physician
 - Registered nurse
 - Billing/Receptionist
 - Paramedic on call weekends

Operating Dates

Dates may fluctuate with weather and road conditions. Specific dates of operation will be approved annually by the Service.

During the five day operations, closures will stagger to ensure that at least one medical facility is open to ensure that medical coverage is available in the Area at all times.

After hours, medical calls will be routed through the NPS Communication Center.

Obligation. The Service approves operating seasons for all facilities and services annually. The Concessioner will annually submit a written schedule of proposed opening and closing dates and operating hours for all concession operations at least ninety days prior to the operating season for the Superintendent's approval. Changes to operating hours and opening and closing dates will be agreed upon and approved by the Superintendent prior to implementation. All services will be open with regular hours of operation during any holidays within the summer operating season; and will be adequate to ensure that visitors are able to obtain medical services. Personnel must be available for after-hours callout for emergency calls during the summer operating season

Emergency Medical Services Program Support

The Concessioner will provide on-line "medical control" to Area staff following established protocols for medical treatment of patients 24 hours each day, 365 days a year.

Medical Control is defined as a board certified emergency physician to provide immediate medical support available on a 24 hour basis to the Area staff. This can be provided through contractual agreements with other medical facilities (such as area hospitals, or clinics or a board certified emergency medical physicians' group) who can provide support and assistance in following protocols for medical treatment.

The Concessioner will appoint a physician, approved annually by the Service, as the Medical Director for the Service Emergency Medical Services (EMS) Program. The Medical Director should be board certified in emergency medicine with a background in management or supervision of pre-hospital services. If the Medical Director is not available, the Concessioner will recommend and the Service will approve a substitute physician. The Medical Director will:

- Provide oversight and supervision to "Medical Control"

- Provide technical and professional expertise to the EMS Program on a year-round basis
 - Develop protocols for the EMS program
 - Provide guidance and leadership to Area staff in the development and implementation of the EMS program, including oversight, procedures, training and other aspects of the program
 - Spend a minimum of one day, per two week period, during May through September working in the park, or on approved EMS related issues; and a minimum of one day per month, during the remainder of the year
 - Provide oversight or instruction at an annual EMS refresher course and EMS endorsement training
 - The Medical Director, or his/her designee, will attend and instruct Area medic training (a minimum of three park medic sessions each year), to provide support for the cooperation between the Concessioner and the Service.
 - Certify Service Advanced Life Support providers
- (c) The Concessioner will designate an EMS Coordinator to serve as the contact with the Service's Emergency Medical Services Coordinator.
- (d) The Concessioner will provide through a reimbursable action, EMS training to Area staff to prepare them for responding to visitor incidents. This will support the Service's emergency medical staff to assist the Concessioner's staff in emergency situations. This will include:
- The Concessioner could be responsible for coordinating and providing an annual EMS refresher course that meets or exceeds National Registry recertification requirements
 - Assisting the Service with EMS endorsement training.
 - The Medical Director of the clinics will be responsible for participating in the training program as outlined above
- (e) The Concessioner will provide support to the Service's emergency personnel establishing continuity of medical services between the Area staff and the medical clinics. This support would be in the form of guiding and developing standards of the Area's EMS Program to establish and ensure a Quality Assurance Program. This will include participation by the Medical Director of the clinics, and appropriate staff having expertise in this area. The Quality Assurance Program, at a minimum, includes outlining training requirements, performance proficiency, authorization standards, transport reviews and documentation, equipment and vehicle standards. A Quality Assurance Committee will be established to review Quality Assurance guidelines, standards and compliance. This committee will include the Medical Director

of the clinics, the Area EMS Coordinator and an additional representative from each of the Concessioner and the Service.

5) *Emergency Medical Service Program Procedures*

- (a) The Concessioner will either establish or contract with a qualified medical facility to establish a Medical Control to provide medical decisions to responders for emergency medical services.
- (b) The first EMS Responder is responsible for initial patient assessment, recommending the appropriate level of care, patient destination, and determining resource needs. The Responder makes recommendations to Medical Control regarding treatment and whether Basic Life Support or Advanced Life Support staff is needed.
- (c) Medical Control is to be contacted as soon as possible and is responsible for final decisions involving treatment, level of care, type of transportation and patient destination. Medical Control has the authority to approve or change the field EMS Responder recommendations.
- (d) The Service EMS Responder is responsible for overall incident control including resource availability, area coverage and transportation logistics once the destination facility has been established.
- (e) Effective interactive communication between the EMS Responder, Medical Control and the Medical Director is critical in making these decisions.

6) *Emergency Medical Service Ambulances*

- (a) The Service will provide and staff all Area ambulances. Under extenuating circumstances, and if staff is available, the Concessioner may assist with ambulance transport.
- (b) As a service to patients, the Concessioner will include billing for Service ambulance runs in their billing statements to patients. To expedite patient billing, a “Yellowstone National Park Emergency Medical Service Report” (run sheet) will be submitted to the Concessioner by the Service within 7 days of the ambulance run. The report will include a description of the medical incident, a one-way odometer reading of the transport vehicle, and a list of supplies used. Run sheets will be accurate and complete.
- (c) The Concessioner will replace billable supplies used during Service ambulance transports, when appropriate. Reimbursable supplies will include, but not be limited to, bandages, splints, intravenous fluids, injection needles, medication and drugs, oxygen equipment, etc. Charges for these items will be added to patient accounts by the Concessioner and included in the patient’s bill for services.
- (d) Charges for ambulance transportation to employees covered under the Seasonal Employee Health Care Program will be paid from revenue received

by the Concessioner from the Plan based on Plan coverage or by the employee's private insurance provider. Ambulance rates will be approved by the Service.

7) *Medical Communication Equipment*

Communication equipment provided by the Concessioner will be compatible with the Service's communication system and will be provided by the Concessioner to their "on-call" medical staff.

8) *Emergency Air Transportation*

- (a) The Concessioner may provide, or will arrange for air ambulance service ensuring that air transportation is available throughout the summer season.
- (b) Air transportation will be coordinated through the Service for weather, landings, etc. Medical information will be transferred between medical personnel and the air transportation provider.

9) *Employee Assistance Program*

The Concessioner will provide initial consultation and assistance to government and concession employees and their families who need counseling; and will provide appropriate referrals as needed.

10) *Seasonal Employee Health Care Program (SEHCP)*

- (a) The program is designed to help seasonal employees pay for their health care while working in Yellowstone National Park. This SEHCP is a preferred program intended to supplement, not replace, other primary insurance that seasonal employees may have. The program is to provide reduced rates for care provided to seasonal employees at park clinics located at Mammoth Hot Springs, Old Faithful and Lake.
- (b) Participation is mandatory for all seasonal employees of the concessioners with facilities in the park. It is an optional plan for seasonal National Park Service employees and concession employees who work for concessioners who operate in the park but do not have assigned buildings in the park. Family members are not covered under this plan unless they are employed as a seasonal worker and eligible for this plan under their employment.
- (c) The intent of the program is secondary to any other valid insurance that a covered employee is eligible for. The concessioner can file claims for any service provided to covered employees with any applicable health insurance including Medicare, auto medical liability, no-fault auto insurance, Veteran's Administration disability or any other third party insurance carried by the employee.

- (d) Employees should expect at a minimum the following services at no expense:
- Follow up treatment by a concessioner physician or physician's assistant at the clinic, as long as the initial treatment occurred at a clinic in the park.
 - Blood pressure checks.
 - Ground ambulance charges for Service ambulances – this does not include any drugs, supplies or procedures that are used or performed during transport.
- (e) Participants' expenses are limited for some services such as the following services:
- Outpatient lab, x-ray, pharmacy, supplies and procedures are provided at a lower rate.
 - Initial visit services from a physician or physician's assistant are provided at a set reduced rate.
- (f) The concessioner will provide an updated brochure with coverage, benefits and limitations outlined for approval 90 days prior to each operating season.

11) *Staffing*

Experienced staff will be available appropriate to the level of medical services required. Staff at each medical facility should have experience with emergency room and/or intensive care skills. Physicians will be board-certified in appropriate specialties such as emergency medicine or family practice. Staffing will be adequate to ensure a satisfactory level of service during shoulder and peak season, and to provide assistance to the EMS providers for emergencies and after normal operating hours.

B) Rate Determination and Approval Process

Rate Determination.

It is the objective of the Area to ensure that the Concessioner's rates and charges to the public are commensurate with the level of services and facilities provided, and are reasonable, justified, and comparable with similar facilities and services provided by the private sector. Reasonableness of rates will be judged based upon current concession management guidelines. Rate approval methods are subject to change. The currently approved rate method is comparability for all services and facilities.

Request Submittal for Rate Determination and Approval Process.

All requests will be submitted in writing, at least 60 days prior to anticipated implementation dates, brochure publication dates and customer notification. Rate requests require support by established criteria and comparable data. The information to be included in the request is outlined in current concession

management guidelines. The Service will evaluate rates once per year unless there are extenuating circumstances that require rates to be evaluated more frequently. The Service will consider an alternative rate setting methodology to reflect substantial changes in service quality, expenditures, or required investment.

Rate Approval

Approval Timing. The Service will approve, disapprove or adjust rates and will inform the Concessioner within 45 days of the rate request submittal.

(b) **Approved Rate Posting.** The Concessioner will make available to visitors all rates for services.

(c) **Approved rates** will remain in effect until superseded by written changes approved by the Superintendent.

Rate Compliance

The Concessions Management Division will periodically conduct on-site comparability studies with follow-up telephone calls to update rate information in accordance with current concessions rate reviews. Rate compliance will be checked during periodic operation evaluations and throughout the year. Approved rates will remain in effect until superseded by written changes approved by the Superintendent.

C) Purchasing

The Concessioner will purchase environmentally friendly products whenever available and feasible.

D) Evaluations

The Concessioner will ensure public health and safety, and provide satisfactory services for the Area visitor within the assigned areas of responsibility. The operation of facilities, and services required and authorized by the Contract will conform to the evaluation standards set forth in the current concession management guidelines. The evaluation of facilities and services is a component of the Concessioner's annual overall rating.

The Service and the Concessioner will separately inspect and monitor concession facilities and services with respect to:

- National Park Service policy
- applicable standards
- authorized rates
- risk management
- public health
- compliance with the Environmental Management Program (EMP)

- implementation of sustainable solutions where applicable and feasible
- impacts on cultural and natural resources
- conformance to the maintenance program
- correction of operating deficiencies
- responsiveness to visitor comments

The Concessioner will meet with the Service to prioritize and schedule the correction of deficiencies and the implementation of improvement programs resulting from these inspections. The Concessioner must correct deficiencies and prepare abatement plans within dates assigned by the Service.

Periodic Evaluations. The Service will conduct both announced and unannounced periodic evaluations of concession facilities and activities to ensure conformance to applicable standards. Location managers will be contacted at the time of facility evaluations so that a representative of the Concessioner may accompany the Area evaluator. The Service reserves the right to enter the concession facilities at any reasonable time for any evaluation or when otherwise deemed necessary.

Health and Safety Inspections

Concessioner Safety Inspections. The Concessioner will perform periodic interior and exterior safety inspections of all Concession Facilities, including in-park employee housing, in accordance with its documented Risk Management Program. The Concessioner has the responsibility for both health and safety inspections in employee housing areas. The Concessioner will ensure employee compliance with health, fire, and safety code regulations as well as Service policies and guidelines.

Service Safety Inspections. The Service may periodically conduct a comprehensive safety and occupational health evaluation of all operations and facilities in addition to the review of the Concessioner's Risk Management Program. Safety will also be a component of regular periodic evaluations.

Public Health Inspections. A U.S. Public Health Service Officer may conduct announced and unannounced periodic evaluations.

Fire Inspections

Service Responsibilities. The Service will conduct fire safety inspections at its discretion over the course of the contract term. The Director of Operations of the clinics will be contacted at the time of facility inspections so that a representative of the Concessioner may accompany the Service evaluator.

Concessioner Responsibilities. The Concessioner will have a qualified professional perform interior and exterior fire inspections of all concession buildings within 30 days of initial occupancy and on an annual basis thereafter. Written records, verifying the completion of such inspections, will be

maintained by the Concessioner and available to the Service upon request. The Concessioner will conduct routine fire drills of buildings as required by its Risk Management Program. Inspections will be performed in accordance with Director's Order 50B and Director's Order 58 (and successor orders), which can be found in the Appendix to this Prospectus.

Visitor Comments. The Concessioner will make Service-approved comment cards available to visitors in order to measure service and quality standards, product mix, pricing, and overall Area experience. It will be the responsibility of the Concessioner to ensure that an adequate inventory of comment cards is available at appropriate locations within its facilities at all times.

The Concessioner will investigate and respond to all visitor complaints regarding its services. The Concessioner will promptly provide to the Service visitor comments that allege misconduct by concession or Service employees, pertain to the safety of visitors or other Service employees, or concern the safety of Area resources.

The Concessioner will forward to the Superintendent, at the middle and end of the season, a summary of all comments and/or complaints received on comment cards or any other form of documentation. Individual comments must be provided upon request.

The Service will forward to the Concessioner any comments and/or complaints received regarding the Concession Facilities or services. The Concessioner will investigate and make an initial response to any complaints within 48 hours. The Concessioner will provide a copy of responses to the Superintendent, and a copy of any Service responses will be forwarded to the Concessioner.

Environmental Audit. The Service's Environmental Audit Program evaluates concessioner facilities and operations with respect to environmental compliance conformance with the Concessioner's Environmental Management Program, and Best Management Practices Criteria contained within the current Service environmental audit program operating guidelines. The Service may conduct periodic environmental audits and evaluations. The Concessioner will provide full access to management, facilities, documentation, and other resources necessary to conduct the audits.

E) General Policies

Facilities Use. The Concessioner may not use Concession Facilities for activities or services that do not directly and exclusively support the visitor services required and authorized by the Contract without written permission from the Service.

- (a) **Quiet Hours.** Quiet hours will be enforced between the hours of 10 p.m. and 6 a.m. within the Concessioner employee housing areas.

- (b) **Smoking Policy.** Concession Facilities must comply with current Service and Superintendent guidelines. Smoking is prohibited in all concession public areas and any other area within concession buildings so designated by “No Smoking” signs.

Compliance with Americans with Disabilities Act (ADA). Repairs, replacement, and renovation projects will meet ADA Accessibility Guidelines (ADAAG). (Information related to ADAAG can be found at <http://www.access-board.gov/adaag/html/adaag.htm>)

Credit Cards. The Concessioner will honor, at a minimum, MasterCard and Visa. The Concessioner will accept debit cards at its discretion or at the direction of the Superintendent.

F) Human Resources Management

(1) Employee Housing, Food and Recreation Programs

- (a) The Concessioner will provide housing, and support the parkwide recreational program for its employees. The Concessioner will provide adequate cooking and food storage facilities where appropriate. Food storage facilities will be vermin-proof. Preventative measures will be in place for Hantavirus.
- (b) Employee rooms will be adequately furnished to serve the number of occupants. The Concessioner will ensure that occupancy levels are not exceeded.
- (c) Employees residing in the Concessioner's employee housing will be informed of Service regulations and policies, including but not limited to residency within the Area, through employee orientation, newsletters, and official advisories and notices provided by the Concessioner or the Service.
- (d) The content of the employee housing lease agreement and the employee housing rules and regulations are subject to the review and approval of the Superintendent. The employee housing agreement will specify housing rates for employees, deposit and refund policies, and assignment policies. The room account will be managed on a cost-recovery basis, and not as a profit center. The Concessioner will ensure that room charges do not exceed earnings as a result of mandatory work reductions. Room charges will be approved annually by the Service.
- (e) The Concessioner must provide health coverage and access to medical care for its fulltime and seasonal employees.

(2) Employee Identification and Appearance. At a minimum, the Concessioner will issue all employees an employee photo identification card that includes their name and an expiration date. These identification cards will be collected by the Concessioner upon termination of employment or at the end of the season for seasonal employees. The Concessioner will ensure that all employees in direct contact with the general public wear uniforms or standardized clothing with a nametag. Employees will be

neat and clean in appearance and will project a positive, friendly, helpful attitude and be capable of and willing to answer visitors' questions and provide visitor assistance.

(3) *Park Entrance Passes*

The Concessioner will inform its permanent and seasonal employees to obtain entrance passes at the NPS Visitor Services Office or NPS Visitor Education Center.

All Park passes remain the property of the U.S. Government and will be surrendered upon termination of employment.

(4) *Employee Hiring Procedures*

- (a) Director of Operations. The Concessioner will employ a local Director of Operations who is responsible for the successful implementation of the Contract. The Director of Operations should have an extensive background as a manager of a multi-location medical facilities operation.
- (b) Staffing Requirements. The Concessioner will hire a sufficient number of employees to ensure satisfactory visitor services throughout the season. All applicable requirements of the U.S. Department of Labor will be met. Full-time work will be offered whenever possible. Prior to employment, employees will be informed if less than full-time employment may occur during slow periods.
- (c) Drug-free Environment. The Concessioner will maintain, to the greatest extent possible, a drug-free workplace environment. The Concessioner will conduct educational program(s) for its employees to deter substance and alcohol abuse. All employees who either are in safety sensitive positions (e.g. commercial drivers license holders, certified or licensed medical staff) or in positions where a federal or state law so requires, must participate in a drug-testing program. Should illegal drug use occur, the use and subsequent action taken must be promptly reported by the Concessioner to the Chief Ranger's Office or to a Service Law Enforcement Investigator.
- (d) Background Checks. The Concessioner will ensure that comprehensive background checks are performed on all employee hires to include: wants/warrants check; two-county criminal history check; federal criminal records check; national multi-jurisdictional database and sexual offender search; social security number trace; and driving history check. No employee will be hired if they show any active wants or warrants (current fugitive from justice). When the Concessioner learns that an employee is the subject of an active warrant, the Concessioner will immediately notify the Chief Ranger's Office.
- (e) Driver Requirements. Drivers of passenger carrying vehicles will have a valid state operator's license for the size and class of vehicle being driven. They also must comply with any additional Wyoming requirements for the type of vehicle driven or number of passengers carried.

- (f) **Park Employees.** The Concessioner will not employ the spouse or dependents of the Superintendent, Deputy Superintendents, Concession Management Division staff, or Public Health Sanitarian. The Concessioner will not employ in any status any other Service employee, his/her spouse, or minor children without the consent of the Superintendent or designee.

(5) *Training*

- (a) **Safety.** The Concessioner will train its employees annually according to the training requirements in its Risk Management Plan.
- (b) **Job Training and Orientation.** The Concessioner will provide appropriate job training to each employee prior to duty assignments and working with the public. The Concessioner will provide mandatory employee orientation for all new employees and inform employees of Area regulations and requirements that affect their employment and activities while working and residing in the Area.
- (c) **Environmental Training.** The Concessioner will provide environmental training to all employees according to requirements in its Environmental Management Program.
- (d) **Visitor Information Training.** The Concessioner will provide visitor information training for all employees who interact with visitors.
- (e) The Concessioner will cooperate with the Service in providing park orientation sessions for its seasonal employees. Programs will include information on Service regulations, policies and Area resources, as well as the Concessioner's expectations, Area standards and safety

4) CONCESSIONER ADMINISTRATIVE RESPONSIBILITIES

A) Risk Management Program

A Risk Management Plan will be developed and maintained by the Concessioner to implement an appropriate safety program. The Concessioner will develop and submit an initial plan to the Service within 60 days of the effective date of this Contract. The Concessioner will submit the plan for review and approval by the Service annually or anytime a substantial change is made. The program will include, at a minimum, the following components:

- (1) Administration
- (2) Inspections
- (3) Deficiency Classification and Hazards Abatement Schedules
- (4) Accident Reporting and Investigation
- (5) Public Safety Awareness

- (6) Training
- (7) Emergency Procedures

B) Fire Protection

The structural fire department responds to various emergencies and/or disasters. "Emergency or Disaster" means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or artificial cause, including tornadoes, windstorms, snowstorms, wind-driven water, high water, floods, wave action, earthquakes, landslides, mudslides, volcanic action, fires, explosions, air or water contamination requiring emergency action to avert danger or damage, blight, droughts, infestations, riots, sabotage, hostile military or paramilitary action, disruption of state services, accidents involving radiation byproducts or other hazardous materials, bioterrorism, or incidents involving weapons of mass destruction.

The Concessioner may assist with fire protection, with primary responsibility lying with the Service. The Concessioner will, whenever possible, encourage employees to participate in the Area volunteer structure fire program.

- (1) Concessioner
 - (a) Concessioner will designate an individual as the primary contact as liaison between the Concessioner and the Service.
 - (b) The Concessioner will be required to submit a Fire Protection Plan to the Concessions Management Division for review and approval.
 - (c) The Concessioner will employ a “no tolerance” policy toward employees found to have tampered with smoke or fire detectors. Such employees will be immediately terminated.
 - (d) Fire prevention, protection and suppression will be primary considerations at all facilities. Structural fires will be suppressed to prevent the loss of human life and limit damage to real property and to cultural or natural resources.
 - (e) The Concessioner is responsible for the operations and maintenance of fire detection and appropriate suppression equipment in accordance with applicable National Fire Protection Association standards (<http://www.nfpa.org>) and NPS policies and guidelines, including but not limited to DO 50 and DO 58.
 - (f) Employees will be encouraged to participate in the Area Structural Fire Program within Yellowstone National Park. Employees will be properly trained by certified personnel to support a fire district. Specific fire districts are at Old Faithful, Grant Village, Fishing Bridge/Lake/Bridge Bay, Canyon and Mammoth. As a member of the Area’s Structural Fire Team, the employees will respond in accordance with the policies established by the Service’s Fire Chief; this will require them to attend scheduled training sessions. A trained employee on duty

when an alarm goes off in their building will not respond independently, but will, if on call, respond to the Fire Station and follow the direction of the Service. Employees on call may be requested to respond to other locations. Employees providing critical visitor services will not be expected to respond unless a major event warrants such a request. Coordination and cooperation between employees, supervisors and the Director of Operations are critical prior to any emergency responses or required training. Off duty employees should notify the Fire Company Officer that they will be in the area and of their availability for response. The Director of Operations will provide the Service with a list of critical staff positions which would not respond to routine callouts.

- (g) Prior to any callout, an employee must be properly trained and must meet NFPA requirements for fire fighting. A firefighter is expected to attend a minimum of 60% of the scheduled trainings. While attending training the employee will not receive any compensation from the Area's Structural Fire Program. The Concessioner is responsible for compensation of its employees attending fire training.

(2) National Park Service

The Service provides emergency response fire protection services to the Concessioner.

The Service will provide firefighter I and II and driver/operator training. If the Concessioner participates in Service provided training, the Concessioner will pay the agreed tuition to participate in the course(s).

Concession employees responding to a requested call, but are not on duty, will be compensated by the Service.

Non-NPS employees will be paid for responses utilizing the Administrative Determination Pay Plan for Emergency Workers (known as AD casuals). When a firefighter acknowledges a request for an emergency response, they will stop being paid by the primary employer and start being paid by the Yellowstone National Park Fire Department. When they have left their primary job to respond, their payment will only be for the actual time of the emergency. When a firefighter responds after duty hours, they will receive a minimum of two hours AD pay. If the emergency exceeds two hours, the pay is then actual time.

C) Hazardous Waste Program

- (1) The Concessioner will develop and submit a Hazardous Materials Plan for approval of the Service within 60 days of execution of this Contract that will be incorporated into the Risk Management Plan.
- (2) The Concessioner will promptly and properly clean, mitigate, and remediate all unauthorized discharges of hazardous materials or non-hazardous chemical and

biological products released from fleet and public service vehicles and/or stationary sources within the land assignment in accordance with all Applicable Laws. The Concessioner will also be responsible for any hazardous material released from their vehicles outside the land assignment. Response shall be consistent with guidelines established within applicable Federal, State, and local regulations, and as outlined within the Concessioner's Hazardous Materials Plan. When a spill, leak, or other release occurs, the Concessioner shall notify the Concession Management Office and the NPS Communication Center as soon as possible.

D) Medical Waste Program

The Concessioner will develop and submit a Medical Waste Handling and Disposal Plan for approval of the Service within 60 days of execution of this Contract. This plan will be incorporated into the Risk Management Plan.

E) Lost and Found Policy

- (1) Procedures for handling lost and found property must conform to DO 44 and 41 CFR Part 101-48. Information relating to these documents can be found at <http://www.nps.gov/npspolicy/DOrders> and <http://www.gporaccess.gov/cfr/index.html>.
- (2) The Concessioner's lost and found procedures and operation are subject to audit by the Service.

F) Marketing

All promotional and printed material generated by the Concessioner will be submitted to the Service for approval prior to distribution to the public. Out of Area advertising, including the Internet, radio advertisements, billboards, magazines, etc., must be approved by the Service. All interpretive material and Area information will be kept current and accurate by the Concessioner.

G) Property Control

The Concessioner will manage the acquisition, disposition and inventory of new and assigned government-owned property. Actions relating to property must follow the Service's Property Management Guidelines.

- (1) The Concessioner must provide acquisition information and periodic reports to the Service.
- (2) The Concessioner will maintain a computer inventory of Service-assigned Personal Property.

- (3) The Concessioner will provide annual inventories of government property to the Concessions Management Office.

H) Employee Cooperative Recreation Program

The Concessioner will participate in the Yellowstone Cooperative Recreation Program. This program is supported by each of the Area's concessioners and the Service. The Program provides recreation for employees, including field trips, dances, sports activities, movies, video rentals, etc. The Program is available to all Concessioner and Service employees and their families:

- (1) The Concessioner will designate one representative to serve as a member of the Program Committee.
- (2) The Program is funded by contributions from the participating members. Actual Program costs, including equipment, are pro-rated based on the number of employees. Service participation is computed by pro-rating the number of Service employees participating in the program to establish an annual value for projects and services based on the availability of funds and maintenance priorities.

5) UTILITY RESPONSIBILITY

A) Concessioner

- (1) The Concessioner is responsible for contracting with independent suppliers to provide utility services not provided by the Service. The Concessioner is responsible for the direct payment to these suppliers.
- (2) The Concessioner must promptly pay for electricity, fuel, solid waste collection, sewage disposal, water, or any other utility or service, whether provided by a governmental authority, public, or community service company.
- (3) The Concessioner must encourage conservation of energy, water, and other resources through policies, programs, goals, and metrics.

B) National Park Service

- (1) The Service will provide water, sewage, and solid waste disposal services (excluding medical wastes) to the Concession Facilities. The Service will charge the Concessioner on a monthly basis for these services in accordance with current regulations and policies.
- (2) The Service will review its operating costs for utility systems and services annually and will notify the Concessioner in writing by March 1 of each year of the rates for

the upcoming year effective May 1. Rates will be established in accordance with current Service guidelines.

6) PUBLIC RELATIONS

A) Public Statements

The Concessioner will forward all media inquiries concerning operations within the Area to the Service's Public Affairs Office.

B) Advertisements and Promotional Material

All advertisement and promotional materials must be approved by the Service.

7) VOLUNTEERS IN PARK (VIP) PROGRAM

The Concessioner will allow its employees whenever possible to participate in the Service's Volunteers in Parks (VIP) program. More information on the Service VIP program can be found at www.nps.gov/volunteer.

8) REPORTING REQUIREMENTS

A) Area Reports

- (1) Utility Costs. The Area staff will annually review the operating costs for utility systems and services and notify the Concessioner in writing of the rates for the upcoming year 60 days in advance of implementation.
- (2) Annual Performance Evaluation. The Concessioner will receive an annual performance evaluation by March 1 for the preceding calendar year. The Superintendent and/or his/her representative(s) are available to meet with the Concessioner to discuss the annual evaluation, which includes contractual, operational, public health, and safety components.

B) Concessioner Operational Reports

The Service will be allowed to inspect supporting documentation for all operational reports upon request.

(1) General

- (a) Management Listing. The local Director of Operations will provide the Concessions Management Division with a list identifying key staff and supervisory personnel by job titles, office and emergency phone numbers by May 1 of each year.
- (b) Incident Reports. The Concessioner will immediately report the following to the Communication Center (307-344-2640):
 1. Employee or visitor fatality

2. Employee or visitor injuries requiring more than minor first aid treatment
3. Personal and real property damage estimated to be more than \$500
4. Fires (wildland and structural)
5. Incidents or suspected violations of the law
6. Any motor vehicle accident resulting in property damage, personal injury or death.

The Concessioner must include a summary of all incidents occurring during the month in its monthly operational performance report.

(2) Monthly Operational Performance Report

(a) Financial and Operational Statistics

- The Concessioner will provide operational statistics and financial information for each revenue-producing outlet. The statistics and information provided will be in a format agreeable to the Service.

- (b) Visitor Comments. The Concessioner will provide tabulated summaries of all visitor comments to the Area, including a year-to-date tabulation.

(3) Disease Reporting

- (a) The Concessioner will promptly report cases of specified notifiable diseases (e.g. Salmonella infection, tuberculosis) to the public health consultant assigned to the Area or Chief of Concessions Management. Outbreaks of any infectious disease occurring in two or more persons with a common exposure are also reportable. Illnesses must be reported within 24 hours of receiving positive test results.

- (b) The Concessioner will develop IT systems to allow for automated daily transfer of specified clinical data (e.g. gastroenteritis diagnosis codes, sex, age). These data will not include any personal identifiers and will be used for outbreak detection and management. The Concessioner will work with the public health consultant in establishing a standardized format for these submissions.

(4) Annual Maintenance Reporting

The concessioner will provide the Service with an updated Annual Facility Maintenance Plan to the Superintendent on or before November 15 each year. The plan will cover all concession facilities and the planned Facility Maintenance activities for the next calendar year.

(5) Personal Property Replacement Program

The concessioner will provide the Service with a personal property replacement plan no later than November 15 each year. The concessioner and Service will prioritize the Plan within 90 days of submittal. This Plan is described in more detail in Exhibit E, Maintenance Plan.

C) Concessioner Financial Reporting

In addition to the Annual Financial Report (AFR) required in the Contract, the Concessioner will submit a Monthly Financial Report. Payments due to the Service will be made in accordance with Applicable Laws and best available technology feasible for the purpose.