

RESOLUTION NO. 1892

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GOLDEN APPROVING AN AGREEMENT FOR AMBULANCE SERVICES WITH AMERICAN MEDICAL RESPONSE

WHEREAS, the term of the previous Agreement for Ambulance Services expires on November 8, 2008; and

WHEREAS, the emergency medical services provided by American Medical Response has been of high quality; and

WHEREAS, the current Contractor, American Medical Response is in agreement to a (5) five-year contract; and

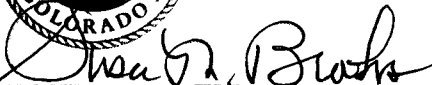
WHEREAS, it is in the best interest of the City of Golden to continue facilitating the highest quality of emergency medical services delivered to its citizens.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

Section 1. The attached Agreement for Ambulance Services with American Medical Response is approved for five (5) years with an option of a (3) three year renewal.

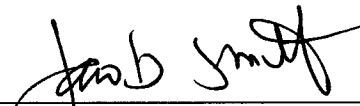
Adopted this 11th day of September, 2008.





Susan M. Brooks, MMC

City Clerk



Jacob Smith
Mayor

APPROVED AS TO FORM:



David S. Williamson


City Attorney

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I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a regular business meeting thereof held on the 11th day of September, A.D., 2008.



ATTEST:


Susan M. Brooks, City Clerk of the City of
Golden, Colorado

AGREEMENT FOR AMBULANCE SERVICES

This Agreement is made as of November 9, 2008, by and between the City of Golden ("City") a Colorado home rule municipality and American Medical Response of Colorado, Inc. ("Contractor"), authorized to do business in Colorado.

1) PURPOSE

The purpose of this Agreement is to set forth the terms and conditions pursuant to which Contractor will provide emergency and non-emergency patient transport services as requested by the City in conformance with the performance requirements in this Agreement.

2) CONTRACT TERM

The term of this Agreement shall be for five (5) years, beginning November 9, 2008. This Agreement may be renewed for an additional three (3) year period subject to written agreement by the parties.

3) AREAS OF RESPONSIBILITY FOR CONTRACTOR

- a) **Services:** Contractor agrees to provide twenty-four (24) hours per day, seven (7) days per week, emergency and non-emergency ambulance service. Contractor further agrees to provide "blood draws" at the direction of the Golden Police Department for the determination of blood alcohol levels. There will be no charge for this service to the City or the Golden Police Department for this service. The Contractor agrees to provide a minimum of two (2) ambulances ("System Ambulances") and crews based within the City limits at all times. Both units will be for the primary use of the City. One of the units, which will be based within the City limits, may be utilized to service other contracts within a reasonable proximity (meaning Wadsworth Avenue as the east border, 72nd Avenue as the north border, Hampden Avenue as the south border, and the west border is inclusive of Foothills Fire and Highland Rescue District) to the City of Golden. Mutual aid agreements between the Golden Fire Department, the Contractor and other agencies will be honored when resources are available. At any time either of the System Ambulances are out of the service, a non-system ambulance furnished and staffed by the Contractor will move into the City and will notify the Golden Police/Fire Dispatch Center of their availability in the City for response and their location from which they will be posting. Both ambulances and crews will have the need to be based in the City and will adhere to the same response times as indicated in this agreement.

All persons needing ambulance service shall be served regardless of race, color, age, sex, place of residence, financial condition, sexual preference, and presence or absence of medical insurance and regardless of the type of ailment or injury suffered. In the event the Contractor is unable to respond to a request for medical transportation service, the

Golden Fire Department and/or Communications Center reserves the right to obtain such service however it deems necessary.

Upon reasonable request by the City, the Contractor shall also provide proof of various backup and mutual aid agreements in place with other ambulance providers in the case of shortages, work stoppages or other unforeseen event.

The Contractor's Primary Dispatch Center will be responsible for providing Emergency Medical Dispatch (EMD) to the Golden Dispatch Center. For this EMD service the City shall remit an annual EMD service fee in the amount of \$2000 to the Contractor. This amount shall be payable by 31st of January of each year. In the event of early contract termination, the parties will perform an accounting to determine the amount of any refund to the City or payment owed to AMR.

- b) **Area:** The area to be served under the terms of this Agreement shall be the area encompassed by the City limits of the City of Golden and/or other areas serviced by the Golden Fire Department and such area may be amended by the City or the Golden Fire Department and notice of such provided to the Contractor.
- c) **Provider of First Choice:** During the term of the Agreement, the City shall utilize the Contractor as a provider of first choice. The City shall not engage or utilize other contractors or persons to perform ambulance service of the same or similar nature, excepting instances, where in the reasonable judgment and determination of the City, the Contractor is unable to provide said service within a reasonable time, or is unavailable to provide the necessary service required by the City, or the best immediate interests of the patient require the service of others.
- d) **Responses:** The Contractor agrees that it shall respond to all calls directed by the City, including fire calls. The Contractor may enter into mutual aid agreement with other private ambulance companies and/or fire service agencies that are in the transport business to cover calls within the City upon agreement to such arrangement by the City.
- e) **Crew(s):** Each crew shall consist of no less than one (1) state certified paramedic and one (1) state certified emergency medical technician, each of whose qualifications, at a minimum, meet the guidelines of the statutes, rules and regulations of the Emergency medical Services Division of the Colorado Department of health, as amended, and are acceptable to the Contractor's Physician Advisor. The working schedule for assigned ambulance crews shall be agreeable to both the City and the Contractor. Preference is for ambulance crews to work some type of 24 hour shift on a rotating schedule to allow for continuity and familiarization with Golden Fire Department crews. However, at no time shall the ambulance crew shift schedule be less than 12 hours in duration. Prior to assignment to the Contractor's Golden ambulance crews, the Fire Chief will have the opportunity to review, interview, approve or disapprove proposed crew assignments.

Contractor's employees are to be in an acceptable uniform shirt or jacket when responding to requests for transport. All uniforms shall conform to the Contractor's specifications. All paramedics and EMT's shall be required to possess and display, on either jacket or uniform shirt, an easily identifiable nametag, identification card or badge stating the employee's name and position.

Contractor's employees with the Contractor's and the Golden Fire Department's designee permission, will be allowed to wear a baseball style cap stating Golden Fire Department. This will be the only Golden Fire Department item that may be worn by the Contractor's employees.

- f) **Equipment and Facilities:** The Contractor shall furnish, and maintain, at its own expense, its ambulances and all accessory equipment. All equipment shall be up to date and in proper operating condition. The Contractor shall also comply with the requirements of the statutes, rules and regulations of the Emergency Medical Services Division of the Colorado Department of Health as amended. In case of conflict between the standards referred to in this Agreement and the Colorado Department of Health specifications, the most restrictive shall apply.

The Contractor will furnish the proper PPE to their employees for use in hazardous environments. This PPE will consist of a minimum of protective headwear and outer garments suitable for auto extrication, technical rescue and working around structure fires or other emergencies.

In consideration of Contractor's performance pursuant to this Agreement, the City will provide rent-free quarters at Golden Fire Station #4 for one System Ambulance and crew based within the City. Utility and service obligations for the Contractor will consist of the following:

- Trash services (Fire Station #4 only)
- Furnishings not provided by the City (Fire Station #4 only)
- Interior/Exterior repairs resulting from damage caused by the Contractor (Fire Station #4 only)
- Other expenses agreed on between the Contractor and the City

Other locations for a "System Ambulance" will be mutually agreed upon by the City and the Contractor.

- g) **Radio Equipment:** Primary dispatching functions for all 9-1-1 generated responses will be handled by the Golden Police/Fire Dispatch Center. The Contractor agrees to equip at its sole expense the "System Ambulances" with 800 MHz two-way radio sufficient to maintain contact with the Golden Police/Fire Dispatch Center. It is recommended that

any backup or cover ambulance also be equipped with 800 MHz two-way radio so as not to delay or deter emergency communications.

The Golden Fire Department agrees to provide "VHF Minitor pagers" to each of the two ambulances that are assigned to Golden for selective tone alerting. One (1) 800 MHz portable radio will be provided to each assigned ambulance crew stationed in the City by the Fire Department. Backup portable radios will be provided by Golden FD in the event of damage or malfunction of the primary portable radio.

- h) **Scene Control:** The Golden Fire Department's Incident Commander shall have command of all fire and rescue scenes. The Golden Police Department shall have command of all crime scene or police duties to which the Contractor is requested to respond. Contractor's employees shall obey the orders and directions given by the appropriate fire or police personnel. The Contractor's first Paramedic to establish patient contact and initiate care, unless directed by the Incident Commander, shall have medical responsibility for the care of that patient until care is formally transferred to the Transport Paramedic or the appropriate staff at the receiving hospital.
- i) **Transport Destination:** All patients will be taken to the appropriate facility of the patient's choosing, or as directed by the patient's physician or member of patient's immediate family, provided, however, that in situations where the patient's life is in danger, the Contractor shall deliver the patient to the nearest appropriate emergency medical facility.
- j) **Training:** All regularly assigned ambulance crews shall participate in Golden Fire Department (GFD) training as required by the Division Chief of Training and Safety. In addition, all regularly assigned ambulance personnel shall participate in ICS training provided by the GFD and attain ICS 100 and 200, and NIMS 700 certification. GFD Training Division staff will assist ambulance personnel with obtaining this on-line training in the Learning Center of Fire Station #1 at no cost to the Contractor.
- k) **Inspection:** The Contractor agrees that, without notice, the City or its duly authorized representatives, shall have the right to inspect the Contractor's vehicles used for performance of ambulance service, for the purpose of determining safety standards of the vehicles used and further, to ensure that the vehicles so used are equipped with the accessory equipment required by the Colorado Department of Health, and said equipment shall be in proper working order for use in Advanced Life Support treatment. The inspection will not impede or delay Contractor's ability to meet the other requirements of this Agreement.

4) **RESPONSE TIMES, EXEMPTIONS AND PENALTIES**

- a) **Response Times:** Response time is defined as that period of time from when the Contractor receives the call and all necessary information in order to respond, e.g.,

address and presumptive nature of the call, from the Golden Police/Fire Dispatch Center until the first ambulance arrives on scene.

- (i) Code Three Responses: Arrival within eight (8) minutes or less, 90% of the time within the corporate City limits.
- (ii) Code Two Responses: Arrival within twelve (12) minutes or less, 90% of the time within the corporate City limits.

Response time measurements will be the responsibility of the Contractor. Contractor further agrees to provide monthly reports to the City documenting response time compliance. This report will be provided to the Fire Chief of the City within seven (7) days following the end of the each month.

b) **Exemptions to Response Time Requirements:** Contractor shall be exempt From the response time performance requirement of this Agreement only as follows:

- (i) Weather conditions: In the event of inclement weather of such severity that the Contractor, in consultation with the City, believes that the threat to the system wide patient care outweighs the threat to individual patient care from a delayed response time; the Contractor may declare a weather emergency, thus suspending response time requirements. The parties agree that a weather emergency will be declared only in times of severe and hazardous driving conditions, such as snowstorms, ice storms, freezing drizzle, or similar situations.
- (ii) System Overload: During periods of unusual system overload, which shall mean that at least three ambulance responses occur simultaneously within the City, the fourth response that occurs shall be exempt from the response time requirement.
- (iii) Disaster: During a disaster, mutually agreed upon by Contractor and City, either within the primary service areas or in a neighboring are or community, the Contractor shall be exempt from the response time requirement for all but the primary ambulance. A disaster may include widespread destruction or endangerment of many lives caused by severe weather, flooding, military or civil actions, or natural disasters. The Contractor shall use its best efforts during a disaster.
- (iv) Clear Creek Canyon: Responses into the canyon beyond mile marker 270 shall be exempt from the response time requirements. Responses beyond mile marker 270 shall have a target goal of arrival within 12 minutes or less, 90% of the time.

Notwithstanding the foregoing, the City shall have the final decision as to what constitutes acceptable exceptions to response time requirements.

c) Penalties:

- (i) A \$500 penalty charge per month will be assessed if Code 3 arrival time is not within eight (8) minutes or less, 90% of the time within the corporate City limits.
- (ii) A \$500 penalty charge per month will be assessed if Code 2 arrival time is not within twelve (12) minutes or less, 90% of the time.
- (iii) After eight (8) times when no ambulance is available and Rescue is placed on standby, a \$500 penalty charge per month will be assessed. This situation constitutes a "**Rescue Up**" status by the Golden Communications Center. "**Rescue Up**" is defined as anytime during the 24 hour day, seven days a week, when no contract ambulance is available within the City.
- (iv) A \$750 charge will be assessed for any instance when the Contractor fails to respond to an ambulance call and another agency is requested to respond in lieu of.

Response time compliance meetings shall be held on a monthly basis to advise the Contractor and the Golden Fire Department as to the status of the Contractor's compliance rate for the previous month. These meetings shall be held at a time and day mutually agreeable to the Contractor and the Golden Fire Department.

The Contractor shall be made aware of any failure to meet compliance standards at the above named meeting. The Contractor shall have thirty (30) days from the date of the compliance meeting to lodge any written protest regarding contested calls; no protest will be accepted after these thirty (30) days. All protests shall be evaluated by the Fire Chief and the Operations Manager of the Contractor and they shall jointly make the determination. If no agreement is reached, the Fire Chief shall have the final determination.

All penalty fees are due to the City with sixty (60) days of the compliance meeting.

5) SPECIAL EVENT STANDBY

The Contractor upon arrangements made with the City and the Fire Department will provide necessary ambulance and/or medical team coverage for various events held within the City of Golden above the required coverage for normal ambulance services. Such events include but are not be limited to Buffalo Bill Days, E-Days, 4th of July Celebrations and the Christmas Candle

Walk. At the request of the City and availability of the Contractor additional ambulances and/or bicycle medic team may be requested to be brought into the City for special events.

6) INDEPENDENT CONTRACTOR

The parties expressly understand and agree that the Contractor is acting as an independent contractor and not as an employee, official or officer of the City. Nothing in this Agreement is intended to create a relationship, express or implied, or employer-employee or principal-agent relationship between the City and Contractor or between the City and any individual employed or who provides work or services for the Contractor.

The Contractor shall have in effect during the contract period Worker's compensation and Employer's Liability insurance providing full statutory coverage.

The Fire Chief for the City is the principal administrator of the Agreement with the Contractor.

7) BILLING

Contractor shall be responsible for all Patient and third party billing, and agrees that the rates to be billed shall comply with applicable laws. Upon request of the Fire Chief, Contractor will supply the Fire Chief with a schedule of its then current usual and customary rates.

Contractor agrees to transport all persons requiring medical services in custody of the Golden Police Department. Contractor will exhaust all efforts in securing payment for such services from the persons.

8) ASSIGNMENT

The Contractor may not assign or subcontract its rights and obligations under the Agreement, without the prior written approval of the City. Any attempted assignment made contrary to this provision shall serve to terminate the contract at the option of the City, and shall not convey any rights to the assignee.

9) COMPLIANCE WITH LAW

The parties will comply in all material respects with all applicable federal and state laws and regulations including, the federal Anti-kickback statute. The Contractor agrees to comply with all applicable federal, state and local laws, rules and regulations and to maintain and to provide to the City and/or the treating medical facility, the following minimum records of all patients: Patient's name, address, dispatch time, arrival time, destination time, and a statement of the patient's condition. The Contractor agrees to utilize a form acceptable to the Colorado Department of Health and the Contractor Physician Advisor for recording patient and response

data. The City may, upon notice, inspect the Contractor's records to ensure compliance with the Agreement provisions. Nothing contained herein constitutes the waiver of any patient's rights to confidentiality.

The Contractor shall be in full compliance with Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996 as it applies to Contractors duties as set forth in this Agreement.

The Contractor agrees that every patient shall be provided a copy of the *Notice of Privacy Practice* and that every patient signs, if physically and/or mentally able, the Acknowledgement form to acknowledge that she/he has received the *Notice*.

The Contractor agrees that the signed document becomes part of the patient record.

The Contractor has made available to each party a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at Contractor's web site, located at: www.amr.net, and each party acknowledges receipt of such documents. Contractor warrants that its personnel shall comply with Contractor's compliance policies, including training related to the Anti-kickback Statute.

Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

It is not the intent of either party that any remuneration, benefit or privilege provided for under the Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.

10) INDEMNIFICATION

Except for the negligence or willful conduct of the City, the Contractor agrees to defend, indemnify and hold harmless the City, its officers, representatives, officials, staff, attorneys, employees, insurers, and self insurance pool from and against all liability, claims, and demands, on account of injury, loss or damage, including without limitation claims arising from bodily

injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, if such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by the act, omission, error, professional error, mistake, negligence, or other fault of the Contractor, or which arise out of any worker's compensation claim of any employee of the Contractor. The Contractor agrees to investigate, handle, respond to, and to provide defense against any such liability, claims, or demands at the sole expense of the Contractor. The Contractor also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability claims or demands alleged are groundless, false or fraudulent.

Nothing herein shall be construed as a waiver of the rights, benefits and immunities granted the City in accordance with the Colorado Governmental Immunity Act, CRS 24-10-101 et. seq., as amended or as otherwise provided by law.

11) SURVIVABILITY

All covenants, indemnities, guarantees and warranties by the Contractor shall survive the termination or expiration of this Agreement.

12) AMENDMENT

This Agreement may not be amended except in writing executed by the parties hereto.

13) ATTORNEYS' FEES AND GOVERNING LAW

The parties agree that the unsuccessful party to any such litigation shall pay to the successful party, in addition to all other sums that either party may be ordered to pay, a reasonable sum for the successful party's attorneys' fees and costs. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

14) SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

15) TERMINATION/BREACH OF AGREEMENT

- a) **Termination for Material Default.** Both parties shall have the right to terminate or cancel the Agreement in the event the other party is in material default in the

performance or fulfillment of any covenant or condition pursuant to this Agreement and shall fail to correct such default within sixty (60) days written notice. Such notice shall include an explanation specifying the default(s) and the date of intended termination.

- b) **Termination Without Cause.** Either party may terminate this Agreement at any time without cause and at its sole discretion upon ninety (90) days written notice to the other party.

16) INTEGRATION OF UNDERSTANDING

There are no understandings between the parties hereto as to the subject matter of this Agreement other than as herein set forth and in the documents specifically incorporated herein. All previous communications concerning the subject matter of this Agreement are hereby superseded and this Agreement shall constitute the entire Agreement between the parties.

17) INSURANCE

This Agreement is contingent upon the Contractor providing to the City written certification of insurance, which insurance shall address and cover all such matters which the City reasonably requires under this Agreement. Such insurance shall name the City as an additional insured and is subject to the reasonable satisfaction and approval of the City.

18) IMMIGRATION STATUS OBLIGATIONS

- a) Contractor certifies, through signature of its authorized representative executing this Agreement, that it does not knowingly employ or contract with an illegal alien who will perform work under the public contract for services and that the Contractor will participate in the United States Government's E-Verify Program or the State of Colorado Department of Labor and Employment Program ("Department Program") in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services.
- b) Contractor shall not:
 - 1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
 - 2) Enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services.

- c) Contractor shall affirm as required by C.R.S. § 8-17.5-102 (c) (II) the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.
- d) Contractor is prohibited from using the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.
- e) If Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, Contractor shall be required to:
 - 1) Notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - 2) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-subparagraph (B)(2) the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- f) Contractor shall comply with all rules and regulations and any reasonable request by the State Department of Labor and Employment made in the course of the Department's performance of its lawful duties pursuant to C.R.S. 8-17.5-101 et.seq. as amended from time to time.
- g) If Contractor violates any of the provisions set forth in this section, the City may terminate the Agreement and Contractor shall be liable for all actual and consequential damages incurred by the City.

19) NON-APPROPRIATION

The City represents that it has appropriated the funds necessary to pay the said rates for calendar year 2008; however this Agreement and the City's continuing payment of rates for subsequent calendar years of this Agreement is subject to the annual appropriations of funds for such by City Council.

Because this Agreement may extend beyond the current fiscal year, the parties understand and intend that the City's obligation for any payment hereunder constitutes a current expense of the City and it is the parties' intent to comply with the provisions of Article X, Section 20 of the Constitution for the State of Colorado. The City has not pledged its full faith and credit regarding any obligations stated herein and this Agreement shall not obligate the City to apply

money from, or levy or pledge any form of taxation to, the payment of any expense incurred by this Agreement.

20) NOTICES

Notices to be provided under this Agreement shall be given in writing either by hand delivery or deposited in the United States Mail with sufficient postage affixed thereto to the following:

Fire Chief
City of Golden
911 10th Street
Golden, CO 80401
(303) 384-8090

General Manager
American Medical Response of Colorado, Inc.
2901 Broadway
Denver, CO 80216
(303) 357-2009

With Mandatory Copy to:

Legal Department
American Medical Response, Inc.
6200 South Syracuse Way, Suite 200
Greenwood Village, Colorado 80111
(303) 495-1217

[Signature page follows]

IN WITNESS WHEREOF, the parties have hereto executed this Agreement.

City of Golden

American Medical Response of
Colorado, Inc.

By: _____
Jacob Smith, Mayor

By: _____
Mark Bruning, Executive VP

Date: _____

Date: _____

ATTEST

Susan Brooks, City Clerk, MMC

APPROVED AS TO FORM

David S. Williamson
City Attorney

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- f) **Equipment and Facilities:** The Contractor shall furnish, and maintain, at its own expense, its ambulances and all accessory equipment. All equipment shall be up to date and in proper operating condition. The Contractor shall also comply with the requirements of the statutes, rules and regulations of the Emergency Medical Services Division of the Colorado Department of Health as amended. In case of conflict between the standards referred to in this Agreement and the Colorado Department of Health specifications, the most restrictive shall apply.

The Contractor will furnish the proper PPE to their employees for use in hazardous environments. This PPE will consist of a minimum of protective headwear and outer garments suitable for auto extrication, technical rescue and working around structure fires or other emergencies.

In consideration of Contractor's performance pursuant to this Agreement, the City will provide rent-free quarters at Golden Fire Station #4 for one System Ambulance and crew based within the City. Utility and service obligations for the Contractor will consist of the following:

- Trash services (Fire Station #4 only)
- Furnishings not provided by the City (Fire Station #4 only)
- Interior/Exterior repairs resulting from damage caused by the Contractor (Fire Station #4 only)
- Other expenses agreed on between the Contractor and the City

Other locations for a "System Ambulance" will be mutually agreed upon by the City and the Contractor.

- g) **Radio Equipment:** Primary dispatching functions for all 9-1-1 generated responses will be handled by the Golden Police/Fire Dispatch Center. The Contractor agrees to equip at its sole expense the "System Ambulances" with 800 MHz two-way radio sufficient to maintain contact with the Golden Police/Fire

Dispatch Center. It is recommended that any backup or cover ambulance also be equipped with 800 MHz two-way radio so as not to delay or deter emergency communications.

The Golden Fire Department agrees to provide "VHF Minitor pagers" to each of the two ambulances that are assigned to Golden for selective tone alerting. One (1) 800 MHz portable radio will be provided to each assigned ambulance crew stationed in the City by the Fire Department. Backup portable radios will be provided by Golden FD in the event of damage or malfunction of the primary portable radio.

- h) **Scene Control:** The Golden Fire Department's Incident Commander shall have command of all fire and rescue scenes. The Golden Police Department shall have command of all crime scene or police duties to which the Contractor is requested to respond. Contractor's employees shall obey the orders and directions given by the appropriate fire or police personnel. The Contractor's first Paramedic to establish patient contact and initiate care, unless directed by the Incident Commander, shall have medical responsibility for the care of that patient until care is formally transferred to the Transport Paramedic or the appropriate staff at the receiving hospital.
- i) **Transport Destination:** All patients will be taken to the appropriate facility of the patient's choosing, or as directed by the patient's physician or member of patient's immediate family, provided, however, that in situations where the patient's life is in danger, the Contractor shall deliver the patient to the nearest appropriate emergency medical facility.
- j) **Training:** All regularly assigned ambulance crews shall participate in Golden Fire Department (GFD) training as required by the Division Chief of Training and Safety. In addition, all regularly assigned ambulance personnel shall participate in ICS training provided by the GFD and attain ICS 100 and 200, and NIMS 700 certification. GFD Training Division staff will assist ambulance personnel with obtaining this on-line training in the Learning Center of Fire Station #1 at no cost to the Contractor.
- k) **Inspection:** The Contractor agrees that, without notice, the City or its duly authorized representatives, shall have the right to inspect the Contractor's vehicles used for performance of ambulance service, for the purpose of determining safety standards of the vehicles used and further, to ensure that the vehicles so used are equipped with the accessory equipment required by the Colorado Department of Health, and said equipment shall be in proper working order for use in Advanced Life Support treatment. The inspection will not impede or delay Contractor's ability to meet the other requirements of this Agreement.

4) **RESPONSE TIMES, EXEMPTIONS AND PENALTIES**

- a) **Response Times:** Response time is defined as that period of time from when the Contractor receives the call and all necessary information in order to respond, e.g., address and presumptive nature of the call, from the Golden Police/Fire Dispatch Center until the first ambulance arrives on scene.
- (i) Code Three Responses: Arrival within eight (8) minutes or less, 90% of the time within the corporate City limits.
 - (ii) Code Two Responses: Arrival within twelve (12) minutes or less, 90% of the time within the corporate City limits.

Response time measurements will be the responsibility of the Contractor. Contractor further agrees to provide monthly reports to the City documenting response time compliance. This report will be provided to the Fire Chief of the City within seven (7) days following the end of the each month.

- b) **Exemptions to Response Time Requirements:** Contractor shall be exempt From the response time performance requirement of this Agreement only as follows:
- (i) Weather conditions: In the event of inclement weather of such severity that the Contractor, in consultation with the City, believes that the threat to the system wide patient care outweighs the threat to individual patient care from a delayed response time; the Contractor may declare a weather emergency, thus suspending response time requirements. The parties agree that a weather emergency will be declared only in times of severe and hazardous driving conditions, such as snowstorms, ice storms, freezing drizzle, or similar situations.
 - (ii) System Overload: During periods of unusual system overload, which shall mean that at least three ambulance responses occur simultaneously within the City, the fourth response that occurs shall be exempt from the response time requirement.
 - (iii) Disaster: During a disaster, mutually agreed upon by Contractor and City, either within the primary service areas or in a neighboring are or community, the Contractor shall be exempt from the response time requirement for all but the primary ambulance. A disaster may include widespread destruction or endangerment of many lives caused by severe weather, flooding, military or civil actions, or natural disasters. The Contractor shall use its best efforts during a disaster.
 - (iv) Clear Creek Canyon: Responses into the canyon beyond mile marker 270 shall be exempt from the response time requirements. Responses beyond mile marker 270 shall have a target goal of arrival within 12 minutes or less, 90% of the time.

Notwithstanding the foregoing, the City shall have the final decision as to what constitutes acceptable exceptions to response time requirements.

c) Penalties:

- (i) A \$500 penalty charge per month will be assessed if Code 3 arrival time is not within eight (8) minutes or less, 90% of the time within the corporate City limits.
- (ii) A \$500 penalty charge per month will be assessed if Code 2 arrival time is not within twelve (12) minutes or less, 90% of the time.
- (iii) After eight (8) times when no ambulance is available and Rescue is placed on standby, a \$500 penalty charge per month will be assessed. This situation constitutes a “**Rescue Up**” status by the Golden Communications Center. “**Rescue Up**” is defined as anytime during the 24 hour day, seven days a week, when no contract ambulance is available within the City.
- (iv) A \$750 charge will be assessed for any instance when the Contractor fails to respond to an ambulance call and another agency is requested to respond in lieu of.

Response time compliance meetings shall be held on a monthly basis to advise the Contractor and the Golden Fire Department as to the status of the Contractor’s compliance rate for the previous month. These meetings shall be held at a time and day mutually agreeable to the Contractor and the Golden Fire Department.

The Contractor shall be made aware of any failure to meet compliance standards at the above named meeting. The Contractor shall have thirty (30) days from the date of the compliance meeting to lodge any written protest regarding contested calls; no protest will be accepted after these thirty (30) days. All protests shall be evaluated by the Fire Chief and the Operations Manager of the Contractor and they shall jointly make the determination. If no agreement is reached, the Fire Chief shall have the final determination.

All penalty fees are due to the City with sixty (60) days of the compliance meeting.

5) SPECIAL EVENT STANDBY

The Contractor upon arrangements made with the City and the Fire Department will provide necessary ambulance and/or medical team coverage for various events held within the City of Golden above the required coverage for normal ambulance services.

Such events include but are not be limited to Buffalo Bill Days, E-Days, 4th of July Celebrations and the Christmas Candle Walk. At the request of the City and availability of the Contractor additional ambulances and/or bicycle medic team may be requested to be brought into the City for special events.

6) INDEPENDENT CONTRACTOR

The parties expressly understand and agree that the Contractor is acting as an independent contractor and not as an employee, official or officer of the City. Nothing in this Agreement in intended to create a relationship, express or implied, or employer-employee or principal-agent relationship between the City and Contractor or between the City and any individual employed or who provides work or services for the Contractor.

The Contractor shall have in effect during the contract period Worker's compensation and Employer's Liability insurance providing full statutory coverage.

The Fire Chief for the City is the principal administrator of the Agreement with the Contractor.

7) BILLING

Contractor shall be responsible for all Patient and third party billing, and agrees that the rates to be billed shall comply with applicable laws. Upon request of the Fire Chief, Contractor will supply the Fire Chief with a schedule of its then current usual and customary rates.

Contractor agrees to transport all persons requiring medical services in custody of the Golden Police Department. Contractor will exhaust all efforts in securing payment for such services from the persons.

8) ASSIGNMENT

The Contractor may not assign or subcontract its rights and obligations under the Agreement, without the prior written approval of the City. Any attempted assignment made contrary to this provision shall serve to terminate the contract at the option of the City, and shall not convey any rights to the assignee.

9) COMPLIANCE WITH LAW

The parties will comply in all material respects with all applicable federal and state laws and regulations including, the federal Anti-kickback statute. The Contractor agrees to comply with all applicable federal, state and local laws, rules and regulations and to maintain and to provide to the City and/or the treating medical facility, the following minimum records of all patients: Patient's name, address, dispatch time, arrival time,

destination time, and a statement of the patient's condition. The Contractor agrees to utilize a form acceptable to the Colorado Department of Health and the Contractor Physician Advisor for recording patient and response data. The City may, upon notice, inspect the Contractor's records to ensure compliance with the Agreement provisions. Nothing contained herein constitutes the waiver of any patient's rights to confidentiality.

The Contractor shall be in full compliance with Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996 as it applies to Contractors duties as set forth in this Agreement.

The Contractor agrees that every patient shall be provided a copy of the *Notice of Privacy Practice* and that every patient signs, if physically and/or mentally able, the Acknowledgement form to acknowledge that she/he has received the *Notice*.

The Contractor agrees that the signed document becomes part of the patient record.

The Contractor has made available to each party a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at Contractor's web site, located at: www.amr.net, and each party acknowledges receipt of such documents. Contractor warrants that its personnel shall comply with Contractor's compliance policies, including training related to the Anti-kickback Statute.

Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

It is not the intent of either party that any remuneration, benefit or privilege provided for under the Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.

10) INDEMNIFICATION

Except for the negligence or willful conduct of the City, the Contractor agrees to defend, indemnify and hold harmless the City, its officers, representatives, officials, staff,

attorneys, employees, insurers, and self insurance pool from and against all liability, claims, and demands, on account of injury, loss or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, if such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by the act, omission, error, professional error, mistake, negligence, or other fault of the Contractor, or which arise out of any worker's compensation claim of any employee of the Contractor. The Contractor agrees to investigate, handle, respond to, and to provide defense against any such liability, claims, or demands at the sole expense of the Contractor. The Contractor also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability claims or demands alleged are groundless, false or fraudulent.

Nothing herein shall be construed as a waiver of the rights, benefits and immunities granted the City in accordance with the Colorado Governmental Immunity Act, CRS 24-10-101 et. seq., as amended or as otherwise provided by law.

11) SURVIVABILITY

All covenants, indemnities, guarantees and warranties by the Contractor shall survive the termination or expiration of this Agreement.

12) AMENDMENT

This Agreement may not be amended except in writing executed by the parties hereto.

13) ATTORNEYS' FEES AND GOVERNING LAW

The parties agree that the unsuccessful party to any such litigation shall pay to the successful party, in addition to all other sums that either party may be ordered to pay, a reasonable sum for the successful party's attorneys' fees and costs. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

14) SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

15) TERMINATION/BREACH OF AGREEMENT

- a) **Termination for Material Default.** Both parties shall have the right to terminate or cancel the Agreement in the event the other party is in material default in the performance or fulfillment of any covenant or condition pursuant to this Agreement and shall fail to correct such default within sixty (60) days written notice. Such notice shall include an explanation specifying the default(s) and the date of intended termination.
- b) **Termination Without Cause.** Either party may terminate this Agreement at any time without cause and at its sole discretion upon ninety (90) days written notice to the other party.

16) INTEGRATION OF UNDERSTANDING

There are no understandings between the parties hereto as to the subject matter of this Agreement other than as herein set forth and in the documents specifically incorporated herein. All previous communications concerning the subject matter of this Agreement are hereby superseded and this Agreement shall constitute the entire Agreement between the parties.

17) INSURANCE

This Agreement is contingent upon the Contractor providing to the City written certification of insurance, which insurance shall address and cover all such matters which the City reasonably requires under this Agreement. Such insurance shall name the City as an additional insured and is subject to the reasonable satisfaction and approval of the City.

18) IMMIGRATION STATUS OBLIGATIONS

- a) Contractor certifies, through signature of its authorized representative executing this Agreement, that it does not knowingly employ or contract with an illegal alien who will perform work under the public contract for services and that the Contractor will participate in the United States Government's E-Verify Program or the State of Colorado Department of Labor and Employment Program ("Department Program") in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services.
- b) Contractor shall not:
 - 1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

- 2) Enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services.
- c) Contractor shall affirm as required by C.R.S. § 8-17.5-102 (c) (II) the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.
- d) Contractor is prohibited from using the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.
- e) If Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, Contractor shall be required to:
 - 1) Notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - 2) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-subparagraph (B)(2) the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- f) Contractor shall comply with all rules and regulations and any reasonable request by the State Department of Labor and Employment made in the course of the Department's performance of its lawful duties pursuant to C.R.S. 8-17.5-101 et.seq. as amended from time to time.
- g) If Contractor violates any of the provisions set forth in this section, the City may terminate the Agreement and Contractor shall be liable for all actual and consequential damages incurred by the City.

19) NON-APPROPRIATION

The City represents that it has appropriated the funds necessary to pay the said rates for calendar year 2008; however this Agreement and the City's continuing payment of rates for subsequent calendar years of this Agreement is subject to the annual appropriations of funds for such by City Council.

Because this Agreement may extend beyond the current fiscal year, the parties understand and intend that the City's obligation for any payment hereunder constitutes a current expense of the City and it is the parties' intent to comply with the provisions of Article X, Section 20 of the Constitution for the State of Colorado. The City has not pledged its full faith and credit regarding any obligations stated herein and this Agreement shall not obligate the City to apply money from, or levy or pledge any form of taxation to, the payment of any expense incurred by this Agreement.

20) NOTICES

Notices to be provided under this Agreement shall be given in writing either by hand delivery or deposited in the United States Mail with sufficient postage affixed thereto to the following:

Fire Chief
City of Golden
911 10th Street
Golden, CO 80401
(303) 384-8090

General Manager
American Medical Response of Colorado, Inc.
2901 Broadway
Denver, CO 80216
(303) 357-2009

With Mandatory Copy to:

Legal Department
American Medical Response, Inc.
6200 South Syracuse Way, Suite 200
Greenwood Village, Colorado 80111
(303) 495-1217

[Signature page follows]

IN WITNESS WHEREOF, the parties have hereto executed this Agreement.

City of Golden

American Medical Response of
Colorado, Inc.

By: Jacob Smith
Jacob Smith, Mayor

By: Mark Bruning
Mark Bruning, Executive VP

Date: 17 Sept 08

Date: _____



Susan Brooks
Susan Brooks, City Clerk, ~~EMC, AAE~~ mmc

APPROVED AS TO FORM

David S. Williamson
David S. Williamson, City Attorney