



911 Ambulance Services with Advanced Life Support Ambulance Transport Agreement

December 1, 2021

Table of Contents

AGREEMENT WITH CONTRACTOR FOR EMERGENCY AMBULANCE SERVICES WITH ADVANCED LIFE SUPPORT AMBULANCE TRANSPORT	7
SECTION 1: ADMINISTRATION OF THE AGREEMENT AND TERMS.....	7
1.1 Definitions.....	7
1.2 Agreement Administration.....	7
1.3 Agreement Term.....	8
1.4 Creation of the Agreement.....	8
1.5 Conditions for Extension of the Agreement.....	8
SECTION 2: NOTICES.....	9
2.1 Agreement Communication	9
2.2 Change of Contact Information	10
SECTION 3: ROLES AND RESPONSIBILITIES.....	10
3.1 Services to be Performed by Contractor.....	10
3.2 ALS Mandate.....	12
3.3 Stand-by Services	13
3.4 Mutual Aid.....	13
3.5 Disaster Preparedness, Assistance, and Response.....	14
3.6 Interagency Training for Exercises/Drills	15
3.7 Deployment of Ambulance and Other Contractor-Managed Disaster Resources.....	15
3.8 Air Ambulance Service.....	15
3.9 Response and Transport Exceptions and Limitations	16
SECTION 4: DEPLOYMENT.....	17
4.1 Ambulance Deployment System Status Plan.....	17
SECTION 5: OPERATIONS	18
5.1 Response Time Compliance Zones.....	18
5.2 Response Time Criteria.....	18
5.3 Response Time Management.....	18
5.4 Calculation of Response Times.....	19
5.5 Response Time Corrections and Exceptions	20
5.6 Response Time Exemptions	21
5.7 Response Time Reporting Requirements	22
5.8 Response Time Penalties	23
5.9 Vehicles.....	25

5.10	Vehicle Specifications.....	26
5.11	Equipment	27
5.12	Emergency Medical Dispatch.....	30
SECTION 6: PERSONNEL.....		31
6.1	Key Personnel	31
6.2	Changes in Persons Acting as Key Personnel	33
6.3	Other Mandatory Leadership Personnel	33
6.4	Ambulance Staffing Requirements.....	35
6.5	Cohesive Work Environment	35
SECTION 7: CLINICAL QUALITY AND PERFORMANCE		35
7.1	Greeley Fire Department Medical Oversight	35
7.2	Protocols, Policies, and Procedures.....	36
7.3	Clinical Quality Improvement	36
7.4	Quality Performance	36
7.5	Quality Processes and Practices	38
7.6	Clinical and Operational Benchmarking	38
SECTION 8: DATA AND REPORTING		38
8.1	ESO System Requirements	38
8.2	Performance Data and Reporting	39
8.3	Electronic Patient Care Reporting.....	30
8.4	Records and Required Reports	40
8.5	Community Report.....	41
8.6	Customer Feedback Surveys.....	41
8.7	Other Reports	42
SECTION 9: SUB-CONTRACTING		42
9.1	Sub-contracting Restrictions	42
SECTION 10: ADMINISTRATIVE REQUIREMENTS.....		42
10.1	Regulatory and Policy Requirements	42
10.2	Personnel	43
10.3	Work Schedules and Human Resource Issues	43
10.4	Personnel Licensure and Certification.....	43
10.5	Personnel Training.....	44
10.6	Paramedic Training Requirements.....	44
10.7	EMT-Basic IV Training Requirements	46

10.8	Company Orientation.....	47
10.9	EMS Orientation	47
10.10	Incident Management	47
10.11	Multi-Casualty Response.....	48
10.12	Stress Management and Employee Resilience	48
10.13	Behavior Management Training	48
10.14	Driver Training	48
10.15	Additional Qualifications and Training.....	48
10.16	Workforce Wellness Program	49
10.17	Health and Safety	49
10.18	Evolving OSHA and Other Regulatory Requirements	50
10.19	Support of Local EMS Training Activities	50
10.20	Participation in EMS System Development.....	50
10.21	Community Education.....	51
10.22	Conformity with Laws and Safety.....	51
10.23	Equal Employment Opportunity Practices Provisions.....	52
10.24	Drug Free Workplace.....	52
10.25	Time of Essence	52
10.26	Accidents.....	52
10.27	Worker’s Compensation	53
SECTION 11: FISCAL REQUIREMENTS		53
11.1	Pricing, Billing, and Collections.....	53
11.2	Dedicated Standby	53
11.3	Medicare and Medicaid.....	53
11.4	Rate Adjustments	53
11.5	Billing and Collection Services.....	54
11.6	Financial Hardship Policy and City Programs.....	55
11.7	Accounting and Payments to City	55
11.8	Taxes.....	56
SECTION 12: GENERAL AGREEMENT REQUIREMENTS		56
12.1	Training Documentation Retention.....	56
12.2	Audits and Inspections.....	57
12.3	Annual Performance Evaluation.....	57
12.4	Continuous Service Delivery.....	57

12.5	Performance Security	58
12.6	Material Breach and Provisions for Termination of This Agreement	58
12.7	Definitions of Breach.....	58
12.8	City’s Remedies.....	59
12.9	Provisions for Curing Material Breach.....	60
12.10	No Waiver.....	61
12.11	Termination by Mutual Agreement.....	61
12.12	“Lame Duck” Provisions.....	61
12.13	Federal Healthcare Program Compliance	62
12.14	Medicare Compliance Program Requirements.....	62
12.15	Health Insurance Portability and Accountability ACT (HIPAA).....	63
12.16	State and Local Regulations Compliance Provisions	63
12.17	Permits and Licenses.....	64
12.18	Compliance with Laws and Regulations.....	64
12.19	Private Work.....	64
12.20	Retention of Records.....	64
12.21	Product Endorsement/Advertising.....	64
12.22	Observation and Inspections	65
12.23	Rights and Remedies Not Waived	65
12.24	Consent to Jurisdiction.....	65
12.25	Cost of Enforcement.....	65
12.26	Independent Contractor	65
12.27	Indemnification	66
12.28	Insurance.....	66
12.29	Conflicts of Interest.....	67
12.30	Headings	67
12.31	Debarment and Suspension Certification.....	67
12.32	Ownership of Documents	67
12.33	Modification and Amendment.....	68
12.34	Severability.....	68
12.35	Arm’s Length Transaction.....	68
12.36	Federal Health Care Program Business.....	69
12.37	Exclusion	69
12.38	Miscellaneous.....	69

Signature Page.....	70
EXHIBIT 1: Definitions and Terms	71
EXHIBIT 2: Map Showing Greeley Fire Department Service Area	76
EXHIBIT 3: Greeley Fire Department Response Zone Maps	77
EXHIBIT 4: Minimum Insurance Requirements.....	84
EXHIBIT 5: Response Time Standards	85
EXHIBIT 6: Sample Compliance Report.....	86

AGREEMENT WITH CONTRACTOR FOR AMBULANCE SERVICES WITH ADVANCED LIFE SUPPORT AMBULANCE TRANSPORT

This Agreement ("Agreement"), entered into this ____ day of _____, 2021, by and between the CITY OF GREELEY, hereinafter called "City" and Poudre Valley Health Care, Inc. d/b/a Poudre Valley Hospital, hereinafter collectively called "Contractor" (City, together with Contractor, each, a "Party" and, collective, the "Parties");

WITNESSETH:

WHEREAS, City, pursuant to C.R.S. §31-15-201(l)(f) wishes to engage a Contractor to be the exclusive provider of 911 Ambulance Services in the City of Greeley and the Greeley Fire Department response area (the "Service Area"); and

WHEREAS, Contractor agrees to provide such exclusive 911 Ambulance Services, and not assign or subcontract for such 911 Ambulance Services for the Service Area; and

WHEREAS, the City has determined that requests for 911 Ambulance Services shall be met through an integrated system of Paramedic equipped and staffed Ambulances and Advanced Life Support (ALS) equipped and staffed Ambulances; and

WHEREAS, the City has designated Weld County Regional Communications Center ("WCRCC") to provide Emergency Medical Dispatch services throughout the Greeley Fire Department Service Area; and

WHEREAS, the City engaged in a fair competitive process in accordance with State law and City Charter; and

WHEREAS, City and Contractor wish to enter into this performance-based Agreement for the Contractor's provision of 911 Ambulance Services with ALS transport; and

WHEREAS, the Parties agree that Contractor shall respond to all 911 Emergency and 911 non-emergency Ambulance Services calls in the Service Area; and

WHEREAS, the Parties agree that Contractor shall provide related services as described in this Agreement;

NOW, THEREFORE, THE PARTIES HERETO AGREE as follows:

SECTION 1: ADMINISTRATION OF THE AGREEMENT AND TERMS

1.1 Definitions

Capitalized terms shall have the meaning given to such terms as stated in Exhibit 1.

1.2 Agreement Administration

The Greeley Fire Chief or his/her designee shall represent the City in all matters pertaining to this Agreement and shall serve as the Agreement Administrator on behalf of the City. The Greeley Fire Department Fire Chief or her/his designee may:

- 1) Monitor the Contractor's EMS service delivery and performance for compliance with standard of care, and Medical Protocol as defined through law, regulation, ordinance, agreement, and Greeley Fire Department policies and procedures; and
- 2) Provide technical guidance and/or direction, as the Greeley Fire Department deems appropriate.

1.3 Agreement Term

This Agreement shall begin on December 1, 2021 at 00:00:00 hours (the "Effective Date"), Mountain Standard Time and its initial term shall end at 23:59:59 hours, Mountain Standard Time on November 30, 2024.

1.4 Creation of the Agreement

This Agreement has been created from the Request for Proposal FD21-04-099 dated April 16, 2021 and all addenda thereto and the Contractor's proposal in response to that RFP dated May 21, 2021.

1.5 Conditions for Extension of the Agreement

The Fire Chief may extend this Agreement for two additional 1-year terms which shall end at 23:59:59 hours Mountain Standard Time on November 30, of each year. The Fire Chief and Contractor agree that Contractor's performance in meeting and/or exceeding the terms and conditions of the Agreement shall be the determining factor considered relative to granting of the Agreement extensions.

A. The Greeley Fire Department shall annually submit to the Greeley Fire Chief / designee their observations and recommendations following its review of the Contractor's annual performance in each of the following categories:

- 1) Overall compliance with the terms and conditions this Agreement
- 2) Compliance with Response Time Standards.
- 3) Effectiveness of quality management program in assuring the consistent delivery of high-quality clinical care.
- 4) Financial stability.
- 5) Cooperation of Contractor's personnel in collaborating with the Greeley Fire Department and system stakeholders to deliver efficient, effective and compassionate prehospital care to the residents and visitors of the City.
- 6) Customer satisfaction.
- 7) Community engagement, including education and prevention activities.

B. The Fire Chief shall review the observations and recommendations of the Greeley Fire

Department and the Greeley Fire Department Fire Chief / designee shall inform the Contractor in writing not later than six months prior to the expiration of this Agreement of the approval or denial of the 1-year term extension.

SECTION 2: NOTICES

2.1 Agreement Communication

All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

- A. Personal delivery: When personally delivered to the recipient, notices are effective on delivery.
- B. First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
- C. Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL Worldwide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
- D. Telex, facsimile, or electronic mail transmission: When sent by telex, facsimile, or electronic mail to the last telex, facsimile number or electronic mail address of the recipient known to the party giving notice, notice is effective on receipt, provided that: a.) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery; or b.) the receiving party delivers a written confirmation of receipt. Any notice given by telex, facsimile, or electronic mail shall be deemed received on the next Business Day if it is received after 5:00 p.m. (recipient's time) or on a non-Business Day.

Addresses for purpose of giving notice are as follows:

To City:	Greeley Fire Department Attn: Fire Chief 1155 10 th Avenue Greeley, CO 80631
Copy To:	City of Greeley City Attorney's Office 1100 10 th Street, Ste. 401 Greeley, CO 80631
To Contractor:	Poudre Valley Hospital Attn: President/Chief Executive Officer 1024 South Lemay Avenue Fort Collins, CO 80524
Copy To:	Poudre Valley Hospital

Attn: Legal Department
2315 East Harmony Road, Suite 200
Fort Collins, CO 80528

- E. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

2.2 Change of Contact Information

Any party may change its address, telex, facsimile number, or electronic mail address by giving the other party notice of the change in any manner permitted by this Agreement.

SECTION 3: ROLES AND RESPONSIBILITIES

3.1 Services to be performed by Contractor

- A. 911 Ambulance Services with Advanced Life Support (ALS) Transport
 - 1. Contractor, under the general direction of the Fire Chief of the Greeley Fire Department, shall provide 911 Ambulance Services with ALS transport to the Greeley Fire Department Service Area. The Service Area is comprised of all incorporated and unincorporated areas of the City, and the contracted Western Hills Fire Protection District. In addition, Contractor is hereby granted the right to be the exclusive provider of Emergency and ALS Ambulance Services, including 911 Emergency response within the City.
 - a. Contractor shall enter into a service level agreement with Weld County radio services, to include programming of portable and mobile radios and connectivity to the WCRCC radio system. Contractor shall be responsible for all costs associated with the radio service agreement.
 - b. All system radio communications that are required for 911 response will be completed on the Greeley Fire Department designated channel. Utilization of technology in the Ambulance shall be used for notifying WCRCC of response status unless direct verbal communication on the radio would improve communications with incident command, resource allocation, etc.
 - c. Greeley Fire Department and community partners have developed the Community Action Collaborative (CAC). A portion of the CAC operates as Greeley Fire Department Squad 1 that responds to appropriate 911 calls and provide immediate assessment, management, alternative destination transport, and referral as appropriate to individuals presenting with behavioral emergencies, or individuals needing assistance navigating the healthcare system in the prehospital setting. The goal of the program is to provide the care and services that will best meet the needs of the individual. The CAC team responds to law enforcement emergency requests for individuals experiencing

behavioral health emergencies and performs a medical and mental health assessment. The CAC team is trained to de-escalate behavioral health crises, transport clients to appropriate healthcare facilities and if necessary, place the client under a mental health hold. Contractor recognizes the vital importance and necessity of CAC in the context of behavioral health, EMS/ambulance response, appropriate management of patients in the prehospital setting, and appropriate patient transport to ensure the public health of citizens and visitors to the served community. Contractor desires to support and partner with the CAC team to ensure superior care of Emergency Medical Services patients, patients presenting with behavioral emergencies, and individuals needing assistance in the prehospital setting. Therefore, Contractor shall participate in the CAC Steering Committee meetings and shall contribute financially to the cost of providing these vital community services. Contractor shall contribute \$100,000 to the City each year for the CAC. The contribution shall be paid to the City no later than February 1st of each year while this Agreement is in effect. All CAC services are equally provided to all qualified patients/community members, without regard to payer status or ability to pay, and the CAC does not discriminate against patients based upon their ability to pay or their payer source or status. The Greeley Fire Department and Contractor expect the CAC to contribute meaningfully to their ability to maintain or increase the availability, or enhance the quality, of Emergency Medical Services provided to the served community. The Greeley Fire Department agrees to immediately notify Contractor and eliminate the CAC financial contribution if the CAC is no longer contributing meaningfully to the ability to maintain or increase the availability and/or quality of EMS, behavioral emergency, and/or prehospital services.

2. Contractor shall perform the following services to the satisfaction of the Greeley Fire Department:
 - a. Contractor shall furnish 911 Ambulance Services, including 911 Emergency response for the entire population of the Service Area. All of Contractor's 911 Ambulance Services shall be provided at the ALS level.
 - b. Contractor shall provide 911 Ambulance Services, without interruption, 24-hours per day, 7 days per week, 52 weeks per year, for the full term of the Contract. Contractor shall provide all of its services without regard to the patient's race, color, national origin, religion, sexual orientation, age, sex, or ability to pay.
 - c. All medical 911 calls for Emergency Medical Services originating in the Service Area will be referred to Contractor. Contractor shall be the sole Ambulance provider authorized by the Fire Chief in the Service Area covered under this Agreement to provide 911 Ambulance Services, except for Mutual Aid and disaster response.
 - d. Contractor shall follow all Greeley Fire Department Policies and Procedures

as communicated to Contractor in writing prior to commencement of services and as communicated by Greeley Fire Department to Contractor thereafter during the term of this Agreement. Upon signing this Agreement, Contractor acknowledges it has received a Notice to Proceed and shall follow its Implementation Schedule as approved by the Greeley Fire Department.

- e. Contractor shall ensure that relevant and frequent educational courses are offered to assist Contractor's field personnel in maintaining certification/licensure as required by this Agreement, and as defined in Colorado Department of Health and Environment rules. To the extent possible, education shall be built upon observation and findings derived from the quality improvement system. Contractor will extend access to such educational courses to the Greeley Fire Department personnel whenever excess capacity exists in such courses.
- f. Contractor shall develop and maintain a comprehensive and relevant quality improvement plan and system that compliments and interfaces with the Greeley Fire Department's quality improvement system.
- g. Contractor shall collaborate with system stakeholders in pilot or research programs as requested by the Greeley Fire Department / EMS Medical Director and authorized by the Greeley Fire Department Fire Chief / designee. The Greeley Fire Department must approve all pilot or research programs. As long as Contractor's participation in pilot or research programs does not require Contractor to incur additional cost or utilize additional resources, Contractor agrees that such participation shall entail no additional cost to the City. Contractor further agrees that services provided under pilot or research programs shall be in addition to the other services described herein. If a pilot or research program would have a financial impact on Contractor, the Greeley Fire Department agrees to meet and confer with Contractor over that impact including implementation and ongoing cost mitigation.
- h. Contractor is currently Commission on Accreditation for Ambulance Service (CAAS) accredited. The Contractor must maintain this accreditation for the entire term of this Agreement and any subsequent renewals.

3.2 ALS Mandate

Contractor is mandated to and shall respond to all requests for 911 Ambulance Services using an ALS Ambulance. Each ALS Ambulance shall be staffed with two personnel, at least one of whom shall be certified as a Paramedic. The second crew member shall be another certified Paramedic or certified EMT-Basic IV.

3.3 Stand-by Services

- A. Contractor shall provide, at no charge to City or the requesting agency, Ambulance and/or medical stand-by services at the scene of an Emergency incident within the Service Area where there may be an imminent life threat when directed by WCRCC, for events sponsored by the City, or upon request of a public safety agency Incident Commander.
- B. A unit placed on stand-by shall be dedicated to the incident for which it has been placed on stand-by unless released by the Incident Commander.
- C. Stand-by periods exceeding four (4) hours shall be approved by the Greeley Fire Department Chief or her/his designee.

3.4 Mutual Aid

- A. Contractor must respond to requests for Mutual Aid made at the Regional level as part of the Regional response system, if directed to do so by the Greeley Fire Department Fire Chief, her/his designee, or WCRCC unless the request would fundamentally cause immediate failure of service to the Greeley Fire Department's Service Area. Any Mutual Aid refusal must be in consultation with the Greeley Fire Department Fire Chief or her/his designee.
- B. In-City or neighboring jurisdiction Mutual Aid requests. Contractor shall respond to in-City or neighboring jurisdiction Mutual Aid which may be requested through WCRCC or the Greeley Fire Department Fire Chief or her/his designee, unless the Field Supervisor, Greeley Fire Battalion Chief, or WCRCC can verify that a given request would cause immediate failure of service to the Greeley Fire Department's Service Area. All Mutual Aid refusals are to be reported to the Fire Chief or his/her designee the next Business Day following the refusal. Contractor shall maintain and document:
 - 1. The number and nature of Mutual Aid responses it makes into any neighboring jurisdiction; and,
 - 2. The number and nature of Mutual Aid responses made by other agencies to calls originating within the Contractor's Service Area.
- C. Contractor shall not be held accountable for Emergency Response Time compliance for any Mutual Aid assignment originating outside the Service Area and these calls will not be counted in the total number of calls used to determine Response Time compliance.

If Contractor utilizes Mutual Aid support from a specific agency and in the event Mutual Aid usage exceeds 133% of the number of Mutual Aid responses that it provides that agency in a calendar quarter, the Fire Chief, the Contractor, and impacted parties will agree to engage in a discussion to evaluate such level of Mutual Aid service between the agencies and all impacted parties will be involved in developing solutions to discuss usage reduction, if any are required.

3.5 Disaster Preparedness, Assistance, and Response

A. Multi-casualty/Disaster Response:

Contractor shall cooperate fully with the Fire Chief or his/her designee in rendering emergency assistance during disasters, or in Multi-Casualty Incident responses as identified in the Greeley Fire Department's plans. Contractor's personnel shall perform in accordance with appropriate City multi-casualty response plan(s) and the Incident Command System (ICS).

Contractor shall be involved in disaster preparedness planning for the Greeley Fire Department's Service Area and provide support to the Emergency Operations Center if requested through proper channels unless the request would cause immediate failure of service to the Greeley Fire Department's Service Area. Any refusal must be in consultation with the Greeley Fire Department Fire Chief or her/his designee. Contractor shall recognize and adhere to the incident command structure, including cooperating with and following direction provided by the Greeley Fire Department Fire Chief / designee or Greeley Fire Department public safety officer in accordance with their respective authority.

B. Emergency Operations Plan:

Contractor shall be prepared to fulfill its role in the City's Emergency Operations Plan and MCI plans.

C. Continuity of Operations:

Contractor shall submit a Continuity of Operations Plan to the Greeley Fire Department Fire Chief for approval, before the start of service. The COOP will comprehensively describe the organization's continuity of business plans for management of incidents or disasters, which disrupt the normal ability to provide EMS service.

D. Incident Notification:

Contractor shall have a mechanism in place to communicate current field information to appropriate Greeley Fire Department staff during multi-casualty, disaster response, hazardous materials incidents, and other unusual occurrences as specified and approved by the Greeley Fire Department Fire Chief.

E. Emergency Recall of Workforce:

Contractor shall have the ability to efficiently and effectively recall personnel to increase Ambulance deployment to meet demand for service within the Service Area.

F. Personal Protective Equipment:

Contractor shall provide personal protective equipment for all of Contractor's field personnel, consistent with the standards of Emergency Medical Services, minimum personal protective equipment (PPE) for ambulance personnel in Colorado, as well as all other applicable State and Federal requirements.

- G. In the event the City declares a disaster within the City:
1. If requested, Contractor will assign and deploy at least one (1) Field Supervisor or Manager to work closely with the Emergency Operations Center (EOC).
 2. In the event the Fire Chief or his/her designee directs Contractor to respond to a disaster in a neighboring jurisdiction, normal operations may be suspended if approved by the Greeley Fire Department Chief. Contractor shall use its best efforts to maintain primary emergency services.
 3. Contractor shall follow the direction of the Greeley Fire Department Fire Chief or her/his designee during a disaster.
 4. During a disaster proclaimed by the City, the Fire Chief will determine, on a case-by-case basis, if the Contractor may be temporarily exempt from Response Time criteria. When notified that multi-casualty or disaster assistance is no longer required, Contractor shall return all of its resources to primary area(s) of responsibility and shall resume all operations in a timely manner.

3.6 Interagency Training for Exercises/Drills

Contractor shall be required to participate in any Greeley Fire Department approved disaster drill in which the City disaster plan/multi-casualty incident plan is exercised.

3.7 Deployment of Ambulance and Other Contractor-Managed Disaster Resources

- A. Contractor shall deploy Ambulances, and other resources, as directed by the Greeley Fire Department Fire Chief, her/his designee, or the EOC. Any Mutual Aid refusal must be in consultation with the Greeley Fire Department Fire Chief or her/his designee.

Contractor shall ensure that current, and newly hired Field Supervisors attain NIMS 300 & 400 certification within one (1) year of hire.

3.8 Air Ambulance Service

- A. The Fire Chief does not expect Contractor to provide or arrange for air ambulance services.
- B. Notwithstanding any other provision of this Agreement, the Greeley Fire Department Incident Commander may request air transport from an air ambulance transport provider when such transportation is deemed to be medically in the best interest of the patient(s).
- C. Air transport shall not be utilized for patient transport when a ground Ambulance is at scene and transport time by ground Ambulance to the most accessible emergency medical facility equipped, staffed, and prepared to administer care appropriate to the needs of the patient is the same or less than the estimated air transport time per local

protocol.

3.9 Response and Transport Exceptions and Limitations

A. Response:

1. As outlined in this Agreement, Contractor has an obligation to respond to all Emergency medical requests in the Service Area and provide at scene care and Ambulance transport in accordance with Greeley Fire Department policy and protocols approved by the EMS Medical Director except for Mutual Aid requests.
2. Although Contractor's primary responsibility is to provide ALS Ambulance transportation services, Contractor will occasionally arrive at scene in the absence of public safety responders. In such cases, Contractor shall provide first response, patient care, transportation service until the appropriate public safety responder having primary authority arrives at scene and assumes incident command.
3. Contractor may temporarily provide service utilizing one or more Basic Life Support ("BLS") Ambulances under the following circumstances: 1) all of Contractor's available ALS Ambulance resources are committed to active incidents, or 2) in the event of a mass casualty incident as authorized by the Greeley Fire Department. In each such circumstance Contractor shall promptly notify the Greeley Fire Department on-duty Battalion Chief. Contractor shall forfeit the ability to provide BLS services under this paragraph if, in the judgment of the Greeley Fire Department, Contractor regularly uses BLS services in lieu of ALS. Each BLS Ambulance shall be staffed by a minimum of two (2) EMT-Basic IV's.

B. Transport:

1. Contractor shall be required to transport patients from all areas of the Service Area, in accordance with Greeley Fire Department Policies and Procedures and protocols approved by the EMS Medical Director.
2. Contractor personnel are prohibited from influencing a patient's destination selection other than as outlined in the Greeley Fire Department protocol, policy & procedures.
3. While at scene, the initial patient care provider will work directly through the Incident Commander for resource requests or other needs. The Incident Commander and initial patient care provider shall always work collaboratively to provide quality patient care and transportation of the patient to the appropriate destination. The initial patient care provider on 911 Emergency and 911 non-emergency scenes will be the first arriving Emergency Medical Services provider from the Greeley Fire Department or Contractor that establishes patient contact and begins patient care. If Greeley Fire Department personnel arrive first and establish patient care, that provider shall maintain the patient care for the duration of the 911 call and transport or until patient care has been transferred utilizing a hand off report to the Contractor provider on the responding Ambulance. Hand off report shall happen in a timely manner if the patient care is expected to be transferred. Scene times for both medical and trauma patients will be monitored

based on current Medical Protocols.

SECTION 4: DEPLOYMENT

4.1 Ambulance Deployment System Status Plan

A. Requirements:

1. Contractor's Response Time obligations are for a performance-based approach rather than a "level of effort" undertaking involving defined locations and/or staffing patterns. Contractor shall commit to and shall be responsible for deploying and employing whatever level of effort is necessary to achieve the clinical Response Time requirements for 911 Ambulance Services requests located within the Service Area. Contractor shall deploy Ambulance resources in a manner consistent with this goal. Ambulance System Status Plans ("SSP") will be reviewed, and agreed to by the Greeley Fire Department. The plan will describe:
 - a. Proposed locations of Ambulances and numbers of vehicles to be deployed during each hour of the day and day of the week.
 - b. 24-hour and System Status Management strategies.
 - c. Mechanisms to meet the demand for Emergency Ambulance response during peak periods or unexpected periods of unusually high call volume including disasters and other surge events, such as high flu season. Include a process that identifies how additional Ambulance hours will be added by the Contractor if the Response Time performance standard is not met.
 - d. Maps identifying proposed Ambulance station(s) and/or post locations within the geographic zones within the Response Time compliance areas.
 - e. Work force necessary to fully staff Ambulances identified in the deployment plans.
 - f. Any planned use of on-call crews.
 - g. Ambulance shifts and criteria to be used in determining shift length.
 - h. Any mandatory overtime requirements.
 - i. Record keeping and statistical analyses to be used to identify and correct Response Time performance problems.
 - j. Any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.

B. Contractor shall provide a sufficient number of Ambulances within the Service Area that are fully stocked to meet 133% of peak system demand (each a "Dedicated Ambulance"). For example, if 6 Ambulances are needed to meet peak demand, a total of eight (8) Dedicated Ambulances are required to be fully equipped and ready for utilization to meet this standard.

C. The deployment plan in place at the time of transition by the Contractor shall be maintained for at least the first ninety (90) days after implementation. Should call demand necessitate, Contractor may add Unit Hours.

D. The management of the Dedicated Ambulance resources and personnel working on

those dedicated resources need to operate efficiently and effectively. History has proven that attempting to take direction or orders from multiple leaders can create confusion, inefficiency and potential safety issues. Accordingly, Contractor shall ensure that Contractor's personnel working on the Dedicated Ambulances follow direction from the Greeley Fire Department Battalion Chiefs, Company Officers or Incident Commanders at scene when responding to a 911 incident. Contractor personnel shall remain employees of Contractor, however, the Contractor employees working on the Dedicated Ambulances will follow the directions and orders of the Greeley Fire Department Battalion Chief's, Company Officers and Incident Commanders at scene when attached to a 911 incident.

- E. The Greeley Fire Department Battalion Chiefs, Company Officers or Incident Commanders may confer with Contractor leadership pertaining to daily activities, response coverage, movement of Ambulance resources or special event coverage.

SECTION 5: OPERATIONS

5.1 Response Time Compliance Zones

- A. There are seven (7) separate Response Time Compliance Zones (see Exhibit 3 for maps). The Zones consist of:
 1. District 1 – Includes all response area surrounding Fire Station 1
 2. District 2 – Includes all response area surrounding Fire Station 2
 3. District 3 – Includes all response area surrounding Fire Station 3
 4. District 4 – Includes all response area surrounding Fire Station 4
 5. District 5 – Includes all response area surrounding Fire Station 5
 6. District 6 – Includes all response area surrounding Fire Station 6
 7. District 7 – Includes all response area surrounding Fire Station 7

5.2 Response Time Criteria

- A. Response Time criteria may be modified by mutual agreement of the Greeley Fire Department and Contractor based upon updated population, changes to Service Area, or census data. If Response Time Areas are modified and Contractor demonstrates an associated financial impact, the Greeley Fire Department agrees to meet and confer with Contractor over that impact to cost or revenue.
- B. Contractor shall comply with the Response Time Standards identified in Exhibit 5, attached hereto and incorporated herein.
- C. The Greeley Fire Department system is a tiered ALS first response and ALS Ambulance transport model. Response times shall be in whole minutes with seconds. The emergency Ambulance Response Time Standards are contingent upon the provision of ALS first response as set forth in Exhibit 5.

5.3 Response Time Management

- A. WCRCC Dispatch CAD data shall be used to calculate Response Times. Currently,

this data is transferred directly to the Greeley Fire Department records management system. The Contractor shall submit a report to the Greeley Fire Department in a manner specified by the Greeley Fire Department Fire Chief or his/her designee monthly, or on request. This report is to be as depicted in Exhibit 6 to this Agreement. Ambulance Response Time measures are designed to provide the appropriate pre-hospital clinical care in a time frame that is appropriate to the patient situation. Response Time shall be measured in minutes and integer (whole) seconds and compliance determined on a Fractile Basis.

- B. Response Time specifications are for a performance-based approach rather than a level of effort undertaking involving defined locations. Contractor shall commit to employ whatever level of effort is necessary to achieve the clinical Response Time requirements for 911 Ambulance Services requests located within the Service Area. Contractor shall deploy Ambulance resources in a manner consistent with this goal.
- C. Each incident is a separate response:
Each incident will be counted as a single response regardless of the number of units that are utilized.
- D. The Response Time of the Contractor's first arriving Ambulance will be used to compute Contractor's Response Time for that incident. This includes Ambulance response from an entity requested to provide Mutual Aid for the Contractor. Contractor shall alert WCRCC of all Field Supervisor responses to the scene of an emergency and all associated times shall be documented; however, Field Supervisor response times shall not be utilized for purposes of computing Response Time compliance.

5.4 Calculation of Response Times

- A. Calculation of Response Time shall begin at the time the following information, at a minimum, is transmitted to the assigned Ambulance crew:
 - 1. Call priority;
 - 2. Exact address or descriptive location such as building or landmark;
 - 3. If no Ambulance is available at the time that the dispatcher is ready to dispatch an Ambulance, the Ambulance Response Time shall begin at the time that the dispatcher notes in the automated dispatch system record that no Ambulance is available.
- B. Calculation of Response Time shall stop when:
 - 1. The assigned Ambulance notifies WCRCC that it is "at-scene," which is defined as fully stopped (wheels not in motion) at the location where it shall be parked during the incident;
 - 2. In the event "staging" is necessary for personnel safety, at the time the assigned Ambulance arrives at the staging area; or

3. At the time that WCRCC notifies the assigned Ambulance to cancel its response.
- C. In incidents when the assigned Ambulance crew fails to report their arrival at scene, the time of the next radio communication from the crew or other at scene personnel to WCRCC that indicates that the Ambulance has already arrived at the scene shall be used as the arrival at scene time. Contractor may also validate at scene time by MDT time stamp as documented in CAD or AVL playback.
- D. Calculating Response Times - Changes in Call Priority:
1. Response Time calculations to determine compliance with Agreement standards and penalties for non-compliance shall be as follows:
 - a. Downgrades – If a call is downgraded to a lower priority prior to the Contractor’s Ambulance’s arrival at the scene, Contractor’s compliance and penalties will be calculated based on Non-Emergency Call Response Time standard.
 - b. Upgrades – If a call is upgraded or there is more than one priority change associated with a given incident prior to Contractor’s Ambulance’s arrival at scene, Contractor shall be deemed compliant and not subject to penalties, provided the upgrade or change in priority does not occur after the passage of the lower priority Response Time threshold.
 - c. Reassignment En-route – If an Ambulance is reassigned en-route or turned around prior to arrival at scene (e.g., to respond to a higher priority request), compliance and penalties will be calculated based on the Response Time standard applicable to the assigned priority of the initial response. The Response Time clock will not stop until the arrival of an emergency Ambulance at scene from which the Ambulance was diverted.
 - d. Canceled Calls – If an assignment is canceled prior to the Ambulance’s arrival at scene, compliance and penalties will be calculated based on the elapsed time from dispatch to the time the call was canceled.

5.5 Response Time Corrections and Exceptions

- A. Contractor may request Response Time Correction(s) of arrival On Scene time(s). In incidents when the assigned Ambulance crew fails to report their arrival On Scene, the time of the next radio communication from the crew or other at scene personnel to WCRCC that indicates that the Ambulance has already arrived at the scene shall be used as the arrival On Scene time. Alternatively, On Scene time may be validated by CAD timestamp or Global Positioning System (GPS) based on AVL technology playback.
- B. In some cases, certain specified responses will be accepted by the Greeley Fire Department and thereby deemed as compliant responses to be included in Response Time compliance calculations. These Response Time Exceptions will be for good

cause only, as reasonably determined by the Greeley Fire Department. The burden of proof that there is good cause for the Response Time Exception shall rest with Contractor.

- C. Contractor shall file a request for each desired Response Time correction or Exception on a monthly basis with the Greeley Fire Department via electronic communication with all data required to make an informed decision within 15 days of the end of the previous month. Such request shall list the date, the time, and the specific circumstances causing the delayed response. The Fire Chief or her/his designee shall grant or deny Response Time Exceptions to performance standards and shall so advise the Contractor. The Fire Chief or her/his designee will respond to time correction requests utilizing written electronic communication. Examples of Response Time Exceptions include but are not limited to:
1. Automatic Appeals (*to be granted by Greeley Fire Department*):
 - a. Call was downgraded from emergent response to non-emergent by at scene responders or by the dispatcher in accordance with Greeley Fire Department protocol and is Response Time compliant;
 - b. Call was upgraded and is Response Time compliant; and
 - c. Response canceled prior to the unit's arrival at scene; must provide evidence that call was canceled within required Response Time.
 2. Case-by-Case Appeals (*to be considered by Greeley Fire Department*):
 - a. Dispatch error (e.g., inaccurate address, CAD failure) or during EMD system overload where call does not receive a determinant; and
 - b. Off-road or off-paved road locations. On time performance will be measured from the time of dispatch to the time of the Ambulance arrival at the unpaved road.
- D. Until such time as the Contractor provides monthly performance data directly to the Greeley Fire Department, the Contractor shall submit these requests in a report to the Greeley Fire Department in a manner specified by the Greeley Fire Department Fire Chief or his/her designee.

5.6 Response Time Exemptions

- A. Contractor shall maintain sufficient resources to achieve the specified Response Time standards. Contractor shall be responsible for prudent and reasonable planning and action related to system deployment. This may include, but is not limited to, deploying additional Unit Hours for holidays, special events, and weather- related emergencies, including periods of excessive heat or cold, or other weather related anomalies, to accommodate related additional workload.
- B. In the monthly calculation of Contractor's performance to determine compliance with Response Time Standards, every request for 911 Ambulance Services from WCRCC

located within the Contractor's assigned Service Area shall be included except in some cases, late and specified other responses will be excluded from Response Time compliance calculations and financial penalties. These Response Time Exemptions will be for good cause only, as reasonably determined by the Greeley Fire Department in its sole discretion. The burden of proof that there is good cause for a Response Time Exemption shall rest with the Contractor. Contractor may request a Response Time Exemption if that call meets the criteria defined below. Contractor shall file a request for each desired Response Time Exemption on a monthly basis with the Greeley Fire Department within 15 days of the end of the previous month. Such request shall list the date, the time, and the specific circumstances causing the delayed response. The Fire Chief or her/his designee shall grant or deny Response Time Exemptions and shall so advise the Contractor. The Fire Chief or her/his designee will respond to Response Time Exemption requests utilizing written electronic communication. Until such time as the Contractor provides monthly performance data directly to the Greeley Fire Department, the Contractor shall submit these requests in a report to the Greeley Fire Department in a manner specified by the Fire Chief or his/her designee.

- C. Examples of Response Time Exemptions include, but are not limited to:
1. Automatic Appeals (*to be granted by Greeley Fire Department*):
 - a. Additional Ambulances responding to the same incident; first unit must meet Response Time standard; and
 - b. Responding Ambulance is involved in a traffic collision, and Contractor is determined to be not at fault by law enforcement.
 2. Case-by-Case Appeals (*to be considered by Greeley Fire Department*):
 - a. Multi-Casualty Incident (MCI);
 - b. Verifiable traffic related to the incident impeding response;
 - c. Weather (e.g., heavy fog, snow, or heavy rain) that impairs visibility, requires reduced speed of travel, or creates other unsafe driving conditions;
 - d. Road closures/construction for areas with limited access;
 - e. Public events unknown to Contractor creating access delays; or
 - f. Emergency standby, or times of declared emergencies, locally or in a neighboring City, as defined by the emergency operations procedures of the jurisdictions involved (e.g., Fire Department or City).

5.7 Response Time Reporting Requirements

- A. Response Time performance reporting requirements and documentation of incident time shall include, but is not limited to:

1. Time call received by WCRCC from PSAP;
 2. Time call received by Contractor;
 3. Time location verified;
 4. Time Ambulance crew assigned;
 5. Time en-route to scene;
 6. Arrival at scene time;
 7. Arrival at patient's side;
 8. Total at scene time;
 9. Time en-route to transport destination;
 10. Total time to transport to destination;
 11. Arrival time at the destination;
 12. Time of patient transfer to receiving hospital personnel (transfer of care); and
 13. Time available at the destination (i.e. return to in service status).
- B. These reporting requirements may change. The Greeley Fire Department agrees to meet and confer with Contractor over such changes. If reporting requirements are modified and Contractor demonstrates an associated financial impact, the Greeley Fire Department agrees to meet and confer with Contractor over that impact and cost or revenue mitigation.
- C. Contractor must synchronize its clocks with the Universal Time Coordinated ("UTC"). UTC is the basis for civil time. This 24-hour time standard is kept using highly precise atomic clocks combined with the earth's rotation.

5.8 Response Time Penalties

It is the goal of the Greeley Fire Department to deliver the expected clinically-driven response times to all incidents ninety percent (90%) of the time. An allowance of ten percent (10%) for isolated instances of individual deviations of response times is built into the Response Time measures.

- A. Contractor shall report monthly Response Time performance in each of the Response Time criteria for Emergency response in each of the seven (7) Response Time Compliance Zones for Ambulances. Contractor shall also report monthly Response Time criteria for Non-Emergency Calls in each of the seven (7) Response Time

Compliance Zones. Contractor is expected to maintain a minimum compliance of 90% monthly in each Response Time compliance zone.

- B. Contractor shall pay penalties to the Greeley Fire Department each and every month that Contractor fails to attain response time compliance of at least ninety percent (90%) in each Response Time Compliance Zone. Penalties paid by the Contractor for each Response Time Compliance Zone in which it fails to maintain the requisite compliance shall be as follows:

Response Time Penalties			
	89.5 - <90%	89 - <89.5%	<89%
30 Day Compliance:	\$50,000	\$100,000	\$150,000
60 Day Compliance:	\$100,000	\$200,000	\$300,000

- C. Contractor shall pay penalties to the Greeley Fire Department of \$500 for each and every incident in which a preventable mechanical failure of an Ambulance occurs during response to a scene while a patient is on-board, *if* the Ambulance is out of compliance with the Fire Chief's approved maintenance schedule and/or exceeds mileage or age limits.
- D. Furthermore, Contractor shall pay penalties to the Greeley Fire Department of \$250 for each and every incident in which Contractor's crew fails to report an On Scene time which is not verifiable by verbal radio traffic, CAD timestamp or GPS based AVL technology playback.
- E. Phase-In Period (Discovery Period):
1. For the first ninety (90) days following the transition to the awarded Contractor, Response Time requirements specified herein shall be enforced but the penalty assessment will be waived to allow for adjustments in System Status Management. For the remainder of the Agreement period, Response Time requirements must be met, and penalties will be assessed for non-compliance.
 2. Contractor may request, and the Greeley Fire Department may extend the Phase-In period to accommodate implementation of adequate System Status Management and data acquisition at the sole discretion of the Fire Chief or his/her designee.
- F. Other Repercussions:
- If Greeley Fire Department determines that Contractor for three consecutive months has failed to maintain Response Time compliance as required by this Agreement and/or has Extended Response Time as defined as 1.5x established Response Time criteria on more than five percent (5%) of all late calls in any Response Time Compliance Zone which have not been granted corrections, Response Time Exceptions and/or Response Time Exemptions, the Fire Chief may determine that Contractor has breached this Agreement.

The Fire Chief and Contractor acknowledge that the purpose of the Extended Response Time compliance requirement is to ensure quality of patient care and that invoking the breach provision relative to Extended Response Time compliance may be necessary only where Contractor is not operating in good faith to resolve issues affecting patient care. Therefore, prior to invoking a breach of contract for Extended Response Time non-compliance, Fire Chief shall provide Contractor an opportunity to cure any failure to comply with Extended Response Time requirements and agrees not to invoke the breach provision for Extended Response Time if Contractor demonstrates good faith and best efforts to resolve issues contributing to Contractor's failure to meet the Extended Response Time compliance requirements. Actions constituting best efforts include, but are not limited to the following:

1. Contractor agrees to conduct and participate in a study to identify causes and opportunities to reduce the number of extended responses.
2. In consultation with Greeley Fire Department, Contractor agrees it will utilize best efforts, available resources and technology that do not unreasonably impact Contractor's cost or revenue, to implement all study recommendations.
3. Contractor agrees to conduct 100% review (Clinical and Operations) on extended response calls.

G. Payments and Use of Penalty Assessment:

1. The Greeley Fire Department will make the final penalty determination based on this section and will inform the Contractor of the incidents and penalties incurred on a monthly basis. Contractor shall pay the Greeley Fire Department all penalties within 30 days of receipt of the notification. Any amounts not paid within 30 days shall accrue interest at 1.5% per month until paid.

5.9 Vehicles

Contractor shall provide and maintain all Ambulances, support vehicles, and on-board equipment used by Contractor to perform the services required by this Agreement. All Contractor vehicles herein shall be fully committed to services provided to Greeley Fire Department response area under the terms of this Agreement, unless otherwise agreed to by the parties. All costs associated with these vehicles shall be the responsibility of the Contractor.

- A. Contractor shall continuously provide a sufficient number of Ambulances to meet 133% of peak system demand and not less than four (4) Ambulances total.
- B. Contractor shall maintain a fleet of Ambulances that operate in the Service Area that are no more than six (6) years old, and less than one hundred and sixty thousand (160,000) miles.
- C. Contractor shall ensure all Ambulances are Type I or III modular units of identical or similar layout.

- D. 25% of Contractor's Ambulances on duty during the term of this Agreement must have four-wheel drive capability.
- E. Contractor shall ensure that all Ambulances are equipped with, at minimum, all equipment required by the State of Colorado and the County of Weld.
- F. Contractor shall equip each Ambulance with stair chair, power load / power lift cot, video laryngoscope, and other equipment that improves provider / patient safety.

5.10 Vehicle Specifications

A. Ambulances:

1. Ambulances must conform to the following requirements:
 - a. Industry standard Type I or Type III Ambulance;
 - b. To the extent possible, be identically configured. It is understood that there will be manufacturer changes that are beyond the control of the Contractor;
 - c. Meet or exceed Federal and State standards at the time of the vehicles' original manufacture, except where such standards conflict, in which case the State standards shall prevail;
 - d. Meet or exceed the recommendations for Ambulances by the Ambulance Manufacturers Division of the National Truck Equipment Association;
 - e. Be limited to a maximum mileage of 160,000 miles; and
 - f. Meet or exceed the equipment standards of the State of Colorado and Greeley Fire Department Policy.

B. Bariatric Ambulance:

Contractor shall ensure the availability of appropriate transport for bariatric patients in the Service Area with 2 hours' notice. The bariatric ambulance must provide safe and dignified transport of the morbidly obese patient weighing up to 1400 pounds and shall include a bariatric stretcher and hydraulic lift.

C. Vehicle Markings:

1. Vehicle markings shall be consistent with State & local regulations.
2. Ambulances and other emergency vehicles used by contractor must be equipped with lighting and reflective markings in conformity with the National Fire Protection Agency (NFPA) Standard 1917 (2019), and all subsequent revisions or replacements thereof, then in effect for such vehicles at the time Contractor obtains such Ambulance or emergency vehicle.
3. Ambulance and Supervisor vehicles shall display the "9-1-1" emergency telephone number but shall not display any other telephone number or advertisement.
4. Ambulance and Supervisor vehicles shall be marked to identify the name of the

Contractor.

5.11 Equipment

- A. Contractor shall have sole responsibility for furnishing all equipment necessary to provide required service. Contractor shall provide and maintain in good repair and safe working order all vehicles, medical supplies/equipment, on-board mobile voice and data equipment compatible with Greeley Fire Department & County systems, office facilities and furnishings, and voice/IT equipment to be used by Contractor to perform its 911 Ambulance Services. The Greeley Fire Department shall have the right and be granted reasonable access to inspect Contractor's vehicles at any time with 24 hours' notice and provided said inspection does not interfere with operations.
- B. Contractor Ambulance vehicles shall be stocked by the Contractor with ALS supplies and equipment in accordance with Greeley Fire Department and Weld County requirements and carry essential medical equipment and supplies so that initial patient care can be provided should this vehicle arrive first at the scene of an emergency. Additionally, these vehicles will carry equipment and supplies necessary for Multi-Casualty Incidents as specified by the Greeley Fire Department.
- C. Contractor agrees that equipment and supply requirements may be changed with the approval of the Greeley Fire Department Fire Chief or his/her designee due to changes in technology, regulations, or for other appropriate reasons. Should requirement changes have a financial impact, Contractor and Greeley Fire Department agree to meet and confer over that impact, both short and long-term.
- D. Each Ambulance must carry standardized equipment and supplies that meet federal, State, and local Greeley Fire Department requirements, policies and procedures. To the extent possible, such equipment and supplies will be stored in the same location in all Ambulances.
- E. All expendable supplies, including medications, must be restocked by Contractor. Controlled substance medications will not be restocked by the Contractor. All medical equipment shall be in good repair and safe working order at all times. Each Ambulance will be fully stocked and there will be sufficient medical equipment and expendable supplies to accommodate replacement during repair and for times of excessive demand in the system.
- F. Contractor shall provide monitor/defibrillators conforming to Greeley Fire Department requirements.
- G. Vehicle and Equipment Maintenance:
 - 1. Contractor shall maintain all vehicles in good working order consistent with the manufacturer's specifications. In addition, detailed records shall be maintained in an electronic database that is easily queried as to work performed, costs related to repairs, and operating and repair costs analyses where appropriate. Repairs shall be accomplished, and systems shall be maintained to achieve at least the

industry norms in vehicle performance and reliability.

2. Contractor shall be responsible for all maintenance of Ambulances, support vehicles, and on-board equipment used in the performance of its work. The Greeley Fire Department requires that all Ambulances and equipment used in the performance of this Agreement be maintained in good repair and safe working order. Any Ambulance, support vehicle, and/or piece of equipment with any deficiency that compromises, or may reasonably compromise its function, or the safety of the operators or the public, must immediately be removed from service and repaired or replaced in a timely manner.
 3. The Greeley Fire Department requires that Ambulances and equipment that have defects, including a cumulative appearance of being worn out or not maintained, be removed from service and repaired or replaced in a timely manner.
 4. Contractor must implement an Ambulance maintenance program that is designed and conducted to achieve the highest standard of reliability appropriate to provide modern high performance 9-1-1 Ambulance Services by:
 - a. Utilizing appropriately trained personnel knowledgeable in the maintenance and repair of commercial vehicles;
 - b. Developing and implementing standardized maintenance practices; and
 - c. Incorporating an automated electronic maintenance program record-keeping system.
 5. Contractor shall submit its vehicle maintenance plan to the Greeley Fire Department annually.
 6. Contractor shall provide a replacement plan for all Ambulances utilized as part of this Agreement.
 7. Contractor shall maintain its vehicles and bio-medical equipment to, or exceeding, manufacturer's recommendations and standards which shall be updated annually at minimum. All costs of compliance testing, maintenance and repairs, including parts, supplies, and inventories of supplies, labor, sub-contracted services and costs of extended warranties, shall be at the Contractor's expense.
 8. The Greeley Fire Department shall have access to all vehicle and equipment maintenance reports upon request within two (2) Business Days of the request.
- H. Communication System Equipment and Management:
1. Contractor shall utilize Greeley Fire Department's radio channels on the WCRCC platform for two-way voice communications between WCRCC, Ambulances, fire apparatus, supervisor vehicles and hospitals. WCRCC radio communications utilize 700-800 MHz bandwidths owned and operated by Weld County. Radios

must be fully compatible with the WCRCC radio system.

2. Each Ambulance and supervisor vehicle shall be equipped with a 700-800 MHz mobile radio in the front cab and shall also be capable of hospital communication in the rear/patient compartment.
3. Each Ambulance and supervisor vehicle shall be equipped with a 700-800MHz portable radio for each assigned crew member for medical communication, and at least one portable radio which is capable of communicating on fire channels when necessary.
4. Contractor shall equip each of its Ambulances and supervisors with appropriate emergency communications and redundant alerting devices enabling immediate notification of on-duty Ambulance and supervisor of emergency situations and associated system needs. Each Ambulance and supervisor on-duty must be able to communicate at all times and locations with WCRCC, other Ambulances, supervisors, receiving hospitals, County fire agencies, and the Greeley Fire Department.
5. Contractor shall equip and have AVL/ GPS technology in its Ambulances and Supervisor Vehicles. AVL/GPS shall be continuously operable while the vehicle is in service (except when compromised by factors determined by the Greeley Fire Department beyond the Contractor's control) for purposes of System Status Management including but not limited to unit selection, dispatch, tracking, safety, and Response Time reporting. This AVL/GPS equipment shall be interfaced with the CAD system at WCRCC and shall transmit data with speed as close to near real-time as technologically possible.
6. Each Ambulance and supervisor vehicle shall have a mobile data computer ("MDC") which shall be interfaced to and capable of timely receiving from and transmitting to the WCRCC CAD essential incident and status data in accordance with Greeley Fire Department requirements. The MDC shall contain integrated mapping software which provides real time automated distance and traffic-based destination routing, thereby enabling efficient and timely vehicle travel. MDCs and associated software shall transmit, receive, and process data with speeds as close to near real-time as technologically possible.
7. Contractor shall provide mobile computers or tablets with software to generate an ePCR and cellular data transmission capabilities to send an ePCR to the receiving hospital for each of its Ambulances. This technology shall link the fire agency generated ePCR to the Ambulance transport ePCR for each patient.
8. In addition to the above requirements, the Contractor shall meet the following requirements on all Ambulances and supervisor vehicles:
 - a. Communications Equipment – Contractor shall provide cell phones for direct communications with the Base Hospital, receiving hospitals, dispatch centers,

and other necessary personnel or agencies.

- b. Availability of 12-Lead ECG. Contractor shall install necessary equipment in all of its ALS Ambulances enabling capture of 12-Lead electrocardiograms and having them available for destination providers.
9. Contractor shall be 100% responsible for the cost of maintenance, repair, and replacement of pagers, cell phones, tablets, computers, MDCs, station alerting systems (for fixed ambulance posts), mobile gateways, cellular cards, and cellular accounts, including data fees on equipment owned by Contractor.
10. Contractor agrees to restock the Greeley Fire Department on a one-to-one basis for those "Disposable Medical Supplies" used by the Greeley Fire Department during all mutually responded to 911 emergencies or 911 non-emergencies, where Contractor ultimately provides transport to a hospital, or treated and released the patient for whom such supplies were used. The Fire Chief agrees that Greeley Fire Department shall not bill for any items which Contractor has replenished on a one-to-one basis. "Disposable Medical Supplies" are those medically necessary items used by Greeley's Fire Department personnel which are not used on more than one individual, have a limited life expectancy and are consumable, expendable, disposable, or nondurable in nature. This includes pharmacological medications that are used by the Greeley Fire Department during all mutually responded to 911 emergencies or 911 non-emergencies, where Contractor ultimately provides transport to a hospital or treated and released the patient for whom such supplies were used. Disposable Medical Supply Exclusions: Contractor will not be responsible for restocking pharmaceuticals classified as controlled Narcotics or Benzodiazepines that are controlled by the DEA.
11. Contractor will provide, at its own expense, all portable cylinders at all Greeley Fire stations for use on fire apparatus for 911 response. This includes the costs associated with cylinders, maintenance, refills, delivery and storage. The cylinder type, regulator type, and quantity shall be approved by the Fire Chief or his/her designee.

5.12 Emergency Medical Dispatch

WCRCC is accredited by the International Academy of Emergency Medical Dispatch as an Accredited Center of Excellence ("ACE"). WCRCC provides 9-1-1 EMD services for the Greeley Fire Department and will dispatch Contractor's Ambulances in accordance with Contractor's System Status Management/deployment plan. Contractor, Greeley Fire Department, and WCRCC shall collaborate to optimally deploy prehospital personnel in accordance with the Medical Priority Dispatch System ("MPDS") under the medical control requirements of the Greeley Fire Department.

A. Requirements:

1. Contractor shall utilize the MPDS EMD protocol reference system as approved by

the Greeley Fire Department. MPDS requires use of its language and protocols to categorize call types (OMEGA – ECHO) but allows the Greeley Fire Department discretion on the response prioritization, configuration and mode. The decision on response prioritization, configuration and mode will be data driven and evidence based and may be modified by the EMS Medical Director from time to time as new information becomes available. Should EMD changes be required, and Contractor demonstrates an associated financial impact, Contractor and Greeley Fire Department agree to meet and confer over that impact to cost or revenue.

2. WCRCC will provide Contractor with dispatch services as part of the Greeley Fire Department deployment 24-hours a day, seven days a week, and 365 days of the year.
3. Greeley Fire Department and Contractor are provided with real-time access to all required data in accordance with the Greeley Fire Department's medical control requirements at all times, 24 hours per day 7 days per week ("24/7").

B. CAD:

1. Contractor acknowledges that it will incur costs associated with integrating Contractor's vehicles with AVL/GPS/MDC to interface with incoming CAD system. These costs will be the responsibility of the Contractor.
2. Contractor acknowledges that it will incur costs associated with equipment and licensing for Mobile Data Computers or other devices used by the Contractor connected to the CAD system. These costs will be the responsibility of the Contractor.

SECTION 6: PERSONNEL

6.1 Key Personnel

The following positions are Key Personnel for all purposes. The Greeley Fire Department shall have direct access to the Key Personnel identified in this Agreement at all times. This includes the right to call regular meetings with Key Personnel, as well as unscheduled meetings. Key Personnel shall be required to cooperate fully with the Greeley Fire Department.

The Greeley Fire Department expects and requires professional and courteous conduct and appearance at all times from Contractor's Ambulance personnel, managers, and executives. Contractor shall address and correct any departure from this standard of conduct.

A. Operations Director:

1. Contractor must provide a full-time Operations Director who shall oversee and be accountable for all aspects of the Services provided by the Contractor.
2. This individual shall have significant prior experience managing large, high-performance 9-1-1 Emergency Medical Services.

3. This individual shall be responsible for strategic planning, stewarding quality improvement and management initiatives, budgeting, and leading internal and external customer relations.

B. Operations Manager:

1. Contractor must provide a full-time Operations Manager who shall oversee and be responsible for the overall performance of its operations, including ensuring adherence to organizational policies and procedures guiding the delivery of high-quality services.
2. This individual shall be qualified by education, training, and experience to manage the day-to-day operations of a large, complex organization that provides 911 Ambulance Services.

C. Performance and Compliance Manager:

1. Contractor must provide a full-time Performance and Compliance Manager to oversee the consistency, efficiency and effectiveness of its services.
2. This individual shall be responsible for Response Time compliance, all data requests, daily monitoring of operational Key Performance Indicators.

E. EMS Medical Director:

1. Contractor shall provide a physician licensed by the State of Colorado, experienced in Emergency Medical Services, to oversee its clinical services and the services of Greeley Fire Department. The EMS Medical Director shall be approved by the Fire Chief or his/her designee. The cost of the EMS Medical Director will be the responsibility of the Contractor.
2. This individual must be certified by the American Board in Emergency Medicine, experienced in emergency medicine, and preferably fellowship-trained in Emergency Medical Services.
3. This individual shall facilitate the procurement of, be responsible for, and oversee all pharmaceuticals including but not limited to controlled substances used by the Contractor or Greeley Fire in delivering service.

F. Clinical Education Manager:

1. The clinical education services manager is a Paramedic or registered nurse with extensive experience in emergency and critical care with a minimum of three years' full-time experience working in a large, complex 911 Ambulance Services system.
2. This individual shall be responsible for day-to-day clinical oversight of Contractor's certified Paramedics and certified EMT-Basic IV's, clinical investigations, new hire orientation, initial and continuing education, employee development, clinical quality

assurance and continuous quality improvement in collaboration with the Greeley Fire Department EMS Lieutenant.

6.2 Changes in Persons Acting as Key Personnel

- A. Contractor agrees that each Key Personnel position is separate and distinct, that it must be filled by a separate individual who is committed to and responsible for the functions of that position, and that it shall not transfer or reassign an individual identified above as Key Personnel without notifying the Greeley Fire Department and meeting to discuss the impact.
- B. Prior to any replacement of Contractor's Key Personnel with responsibility for this Agreement, Contractor must provide the Fire Chief with the resume or CV of the candidates Contractor selects for interviews and must consult with the Fire Chief regarding Contractor's selection of a top candidate prior to extending an offer.
- C. Should Greeley Fire Department have or learn of performance, behavior, or other concerns related to Contractor's Key Personnel which impact Contractor's performance of this Agreement or the Greeley Fire Department, such concerns will be documented and reported to Contractor's Operations Director or Chief Operating Officer as soon as reasonably practicable. Contractor shall address such concerns related to its personnel consistent with Contractor's rules, policies, and procedures, at its sole discretion, and shall remove such Key Personnel from responsibility for this Agreement at the discretion of the Fire Chief.

6.3 Other Mandatory Leadership Personnel

Contractor shall have management and supervisory personnel to manage all aspects of 911 Ambulance Services, including administration, operations, EMS training, clinical quality improvement, record keeping, and field supervision. Such supervision shall be provided continuously 24-hours per day.

A. Support and Field Supervisors:

- 1. Contractor shall supply Field and support Supervisors to oversee day-to-day functions of Contractor's operations. Should Greeley Fire Department have or learn of performance, behavior, or other concerns related to Contractor's Field and support Supervisors which impact Contractor's performance of this Agreement or the Greeley Fire Department, such concerns will be documented and reported to Contractor's Operations Director or Chief Operating Officer as soon as reasonably practicable. Contractor shall address such concerns related to its personnel consistent with Contractor's rules, policies, and procedures, at its sole discretion, and shall remove such Field or support Supervisor from responsibility for this Agreement at the discretion of the Fire Chief.
 - a. Contractor shall employ field-based Field Supervisors such that a minimum of one (1) is available 24-hours a day, 7 days a week, 365 days a year, deployed in an emergency response supervisor vehicle, to provide coverage only within the Service Area.

- b. The Field Supervisor is responsible for the day-to-day operations of field staff, including facilitation of internal communications between field staff and management, outside agency interface, real-time system status monitoring, facilitating short-term scheduling needs, and other operational support functions as assigned by the Operations Manager.
 - c. Field Supervisors serve as the Contractor's on-duty EMS Field Commanders and accordingly must be Paramedics with a minimum of three (3) years' experience in a complex 9-1-1 system, who are highly experienced and competent both administratively and in the management of large and complex emergencies as demonstrated through experience and extensive training in the Incident Command System.
 - d. The Field Supervisor must be able to disseminate initial level corrective action and reports through the operational command structure. It is understood that not all actions are time sensitive and/or need to be approved at the highest levels of the Contractor's management.
 - e. The Field Supervisor is responsible for:
 - i. Real-time, non-dispatch center-initiated System Status Plan staffing adjustments, and minimizing unscheduled unit out-of-service and turnaround times at receiving facilities;
 - ii. Investigating vehicle and general liability issues;
 - iii. Initial management of workers compensation issues; and
 - iv. Managing employee performance issues, and customer or stakeholder complaints.
 - f. The Field Supervisor shall also:
 - i. Integrate into the ICS structure, assisting with management of complex incidents as needed or requested by partner agencies;
 - ii. Collaborate and cooperate with Greeley Fire Department leadership, incident commanders, and support personnel; and
 - iii. Communicate with Greeley Fire Department on-duty personnel.
- B. Clinical and Operational Data Analyst:
Contractor shall employ and maintain one (1) full-time Clinical and Operational Data Analyst position. This Analyst will mine, analyze, and interpret local clinical and operational data derived from ePCR system, and other data sources to promote clinical quality, high performance service delivery, and community health.
- C. Community Educator/Service Advocate:
Contractor shall employ and maintain one (1) full-time Community Educator/Service Advocate. This Advocate will be responsible for coordinating and participating in community health education, community outreach, injury prevention, and programs

targeted to increase public access/awareness of EMS in the response area.

D. ePCR Specialist:

Contractor shall designate an ePCR Specialist responsible for ensuring that all Contractor owned technology utilized in the Greeley Fire Department and Contractor works effectively and reliably. The specialist or designee will be available to all system users of Greeley Fire Department's ePCR data to provide 24/7 support and live/immediate response to all technology customer service calls including maintaining first responder and Contractor ePCR devices. The specialist shall also support Contractor owned ePCR/AVL/MDC hardware, CAD connectivity, cellular, Windows, Mac, network up time, and operational staff needs.

6.4 Ambulance Staffing Requirements

- A. All Ambulances rendering services under this Agreement shall be staffed and equipped to render ALS level care and transport.
- B. Ambulances must be staffed with at least one certified or licensed Paramedic. The second crew member shall be another certified or licensed Paramedic or certified EMT-Basic IV. Contractor personnel must be prepared to interface seamlessly with fire department personnel responding to the same call.

6.5 Cohesive Work Environment

The parties agree to address personnel issues that are affecting the cohesive interactions of personnel from both entities by reporting any concerns to the chain of command of both agencies. Personnel shall attempt conflict resolution at the lowest level unless the issue requires higher authority or attention. Temporary re-assignment may be immediately necessary. The shift supervisor of the affected party shall handle temporary re-assignment. The discipline or removal of an employee as it pertains to this Agreement, will be reviewed and approved by the Fire Chief and the Operations Director. Employees must comply with their respective agencies' personnel policies. Multiple infractions by an individual may require permanent re-assignment. In the event of disagreement regarding removal or re-assignment of a Greeley Fire Department employee or a Contractor employee, the decision of the Fire Chief is final, provided the Fire Chief and Greeley Fire Department shall not have the right to require Contractor to remove or re-assign any Contractor employee in violation of any federal, state or local laws, rules and regulations including, without limitation, the Older Workers Benefit Protection Act, the Family and Medical Leave Act of 1993, the Age Discrimination in Employment Act of 1967, Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 and the Rehabilitation Act of 1973, as currently in effect or subsequently modified.

SECTION 7: CLINICAL QUALITY AND PERFORMANCE

7.1 Medical Oversight

- A. The Contractor in coordination with the Greeley Fire Department will furnish the EMS Medical Director for all system participants' functions in the EMS System (e.g., medical communications, Greeley Fire Department, transport providers).

- B. The Contractor, through Base Hospital physicians shall also provide online medical control to field personnel 24- hours a day, seven days a week, 365 days a year.
- C. The Greeley Fire Department recognizes the unique role of the EMS Medical Director in delegating to Contractor's personnel the authority to perform certain medical interventions in accordance with the standards outlined by Colorado law.
- D. Contractor shall immediately notify the Greeley Fire Department of any incident occurring in the performance of services under this Agreement involving potential violations of local, state or federal law or Greeley Fire Department EMS policy and protocols. Contractor shall complete an incident or unusual occurrence report within 24-hours for personnel involved in an unusual occurrence. Contractor shall cooperate fully with the Greeley Fire Department and/or the Colorado EMS Authority in the investigation of an incident or unusual occurrence.

7.2 Protocols, Policies, and Procedures

- A. To ensure appropriate levels of quality care, Contractor and its personnel shall comply with all Greeley Fire Department policies, procedures, and Medical Protocols and other requirements established by the EMS Medical Director.
- B. The Greeley Fire Department may request that Contractor attend a medical review/audit when necessary for clinical quality improvement purposes, at no cost to the Greeley Fire Department or the City.

7.3 Clinical Quality Improvement

- A. The goal of Contractor's Quality Improvement Plan is to attain the highest level of performance for an Emergency Medical Services system in Colorado. Services and care delivered must be evaluated by the Contractor's internal quality improvement processes and, as necessary, through the Greeley Fire Department's quality improvement procedures to improve and maintain clinical excellence.
- B. The Contractor must make a continuous effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS System. Clinical and response-time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action.

7.4 Quality Performance

- A. Contractor, in collaboration with the Greeley Fire Department, and WCRCC shall participate in the development of a written quality improvement plan which shall be approved by the Greeley Fire Department.
- B. Contractor must submit the quality improvement ("QI") plan prior to the Service Start

Date. The plan shall be consistent with the guidelines outlined in Colorado Department of Health and Environment EMS rules and regulations, and the Greeley Fire Department EMS Quality Improvement Plan. It shall adhere to any future changes to the plan. The plan must be an organized, coordinated, multidisciplinary approach to the assessment of prehospital emergency medical response and patient care for the purpose of improving patient care service and outcome. The plan may not be limited to clinical functions alone. It must include methods to measure performance, identify areas needing improvement, development and implementation of improvement plans, and then evaluate the results. The program shall describe customer service practices.

C. Ongoing QI requirements:

1. Review and submit the QI program annually for appropriateness to the provider's operation and revise as needed;
2. Develop, in cooperation with appropriate personnel/agencies, a performance improvement action plan when the QI program identifies a need for improvement. If the area identified as needing improvement includes system clinical issues, collaboration is required with the EMS Medical Director or her/his designee;
3. Submit a monthly report to the Greeley Fire Department to show compliance with the approved plan and areas for improvement including key performance indicators for STEMI, stroke, advanced airway, cardiac arrest, trauma, pain, sepsis, customer satisfaction, pediatric skills, medication errors, complaint satisfaction, employee satisfaction, Paramedic skill retention and safety; and
4. Provide the Fire Chief or his/her designee with an annual update, from date of approval and annually thereafter, on the provider's QI program. The update shall include, but not be limited to, a summary of how the QI program addressed the program indicators including trends.

D. Contractor shall actively participate in the Greeley Fire Department's Quality Leadership Group that may include making available relevant records for program monitoring, to the extent permitted by applicable privacy laws and regulations. This commitment includes, but is not limited to:

1. Active participation of Contractor's senior leadership in EMS groups or committees dealing with quality management;
2. Designation of a Quality Manager to oversee Contractor's quality program;
3. Submission of monthly comprehensive key performance indicator reports to the Greeley Fire Department;
4. Active participation in projects designed to improve the quality of EMS in the Service Area;
5. Description of the Contractor's overall approach to comprehensive quality management; and

6. Active participation in the CAC Leadership and Steering Committee, and Health Information Exchange (“HIE”) data sharing initiatives approved by the Greeley Fire Department.

7.5 Quality Processes and Practices

- A. The Contractor shall strive for clinical excellence. This includes, but is not limited to:
 1. Clinical care and patient outcome;
 2. Skills maintenance/competency;
 3. Mastery of Greeley Fire Department Policies and Procedures;
 4. Patient care and incident documentation;
 5. Evaluation and remediation of field and dispatch personnel;
 6. Measurable performance standards; and
 7. Implementation and operationalization of its Quality Improvement Plan.

7.6 Clinical and Operational Benchmarking

- A. Benchmarking of Key Performance Indicators (KPI) including those focused on clinical care is required. It is anticipated that the KPIs will evolve with the development of the local EMS System as approved from time to time by the EMS Medical Director and Greeley Fire Department Fire Chief or his/her designee.
- B. Contractor shall provide information necessary to benchmark KPIs. KPI benchmarking may include comparing clinical data published by the National Association of EMS Physicians or other national organizations comparing Greeley Fire Department EMS with other similarly designed clinically sophisticated systems.
- C. Collaborate with EMS System partners in, or publishing the results of, peer reviewed research is another strong process measure of a system’s ongoing commitment to clinical sophistication. To that end, Contractor shall use best efforts over the term of this Agreement to support out-of-hospital research. Such projects might include but are not limited to research involving:
 1. Impact of Public Access Defibrillation (PAD);
 2. Reduction of “at scene” time;
 3. Reduction of “at patient” time to improve time to first defibrillation or ALS intervention; and
 4. Communications system research projects or other research projects as approved by the Greeley Fire Department.

SECTION 8: DATA AND REPORTING

8.1 ESO System Requirements

A. **System Requirements for Response Time and Clinical Performance Measurement.**

All patient care reporting for 911 Emergency and Non-Emergency Calls in the Service Area will be documented in Contractor's ESO records management system by Contractor. Contractor shall connect its ESO cloud to Greeley Fire Department's ESO records management system or otherwise grant Greeley Fire Department access to Contractor's ESO cloud in order to comply with the terms of this Agreement and as permitted under HIPAA and other applicable privacy laws and regulations.

8.2 **Performance Data and Reporting**

- A. Contractor will collaborate with the Greeley Fire Department to provide routine and on-request reports.
- B. Contractor shall support the implementation of technology that will fully integrate electronic records and alignment of data sets system-wide, in cooperation with the Greeley Fire Department and State of Colorado. A fully implemented tool will be capable of the following:
 - 1. Allow for quantitative and qualitative reporting of overall clinical and operational performance, which can be tied to providing integrated EMS System patient care solutions, training and community prevention, meaningful data comparison, and greater collaborative research opportunity; and
 - 2. Provide real-time data access to Greeley Fire Department for use in fire-based EMS QI activities.
- C. Contractor shall work in earnest and good faith with the Greeley Fire Department on all data initiatives used to support clinical care and quality improvement.

8.3 **Electronic Patient Care Reporting**

- A. Contractor will be required to provide electronic patient care record ("ePCR") data, in a form and timeframe prescribed by the Greeley Fire Department and as allowed by law. This shall include documentation on all responses by Contractor within the response area including patient contacts, cancelled calls, and non-transports to the extent permitted by applicable privacy laws and regulations. The ePCR shall be accurately completed to include all information required by the Greeley Fire Department and Colorado Rules of Regulations to the extent permitted by applicable privacy laws and regulations.
- B. The ePCR system shall comply with the current versions of NEMESIS. Compliant means a system that has been tested and certified "compliant" by NEMESIS. The ePCR system must be interoperable with other data systems, including the functionality to exchange electronic patient health information with other entities such as hospitals in an HL7 format.
- C. The Contractor shall incorporate at its own expense, software or hardware required for ePCR system to:

1. Link with the CAD to import all data for all calls;
 2. File the Emergency Medical Services Patient Care Report data directly into the patient's electronic health record for a better longitudinal patient record; and
 3. Reconcile the electronic health record information including diagnoses and disposition back into the EMS patient care report for use in improving the EMS System.
- D. The Greeley Fire Department approved ePCR must be completed for all patients at the earliest opportunity and not later than twenty-four (24) hours after patient contact pursuant to Greeley Fire Department policy. Contractor must provide access to patient care records at the receiving facilities in computer readable format and suitable for statistical analysis for all 9-1-1 Ambulance responses. Records shall contain all information documented on the ePCR for all responses including patient contacts, cancelled calls, and non-transports. Contractor shall provide electronic ePCR data to the Greeley Fire Department to the extent permissible by applicable law, including applicable privacy regulations.
- E. The Greeley Fire Department approved ePCR, shall be entered at the receiving hospital before returning to service for each critical patient pursuant to Greeley Fire Department policy.
- F. Contractor's ePCR must provide other data points reasonably requested by the Greeley Fire Department, to the extent permitted under privacy laws and regulations, including any needed modifications to support EMS System data collection.
- G. As health information systems evolve, the Contractor agrees to work with the Greeley Fire Department and local hospitals to establish, and/or participate in, a Health Information Exchange ("HIE") with each receiving facility, with automated data sharing for purposes of enhancing EMS System-level treatment, payment and operations through continuous quality improvement activities including analysis of outcome data associated with individual patients. Should Contractor demonstrate that such HIE efforts have an associated financial impact, Contractor and Greeley Fire Department agree to meet and confer over that impact to cost or revenue.

8.4 Records and Required Reports

- A. Personnel Reports:
1. Contractor shall provide the Greeley Fire Department with a list of all EMT-Basic IV's and Paramedics, identified by name, currently employed by Contractor and expected to provide services under this Agreement as of the Effective Date of this Agreement, and shall update that list whenever there is a change throughout the year.
 2. The personnel list shall include Contractor's attestation that each listed employee:
 - a. Holds a current Colorado Paramedic or EMT-Basic IV certificate;

- b. Has completed all required educational courses to provide services under this Agreement; and
 - c. Has a valid Colorado driver's license.
- B. The Fire Chief expects Contractor to proficiently plan for and manage turnover so as to ensure the stability of its operations at all levels. Contractor shall develop and implement mechanisms to track, report, and address turnover to the satisfaction of the Greeley Fire Department Fire Chief or his/her designee.

8.5 Community Report

- A. Contractor shall provide a quarterly and annual report to the Greeley Fire Department on community activities meeting Greeley Fire Department requirements including, but not limited to:
- 1. Number of conducted community education events;
 - 2. Public relations activities; and
 - 3. Employee recognition.

8.6 Customer Feedback Surveys

- A. Customer Service Outreach and Customer Inquiries:
- 1. Contractor will develop a mechanism for internal and external customers to comment on the care provided by Contractor and will provide access to comments to the Greeley Fire Department. All complaints may be anonymous but are to be counted with a unique identification number along with date and time of receipt.
 - 2. Contractor shall have a customer service telephone line(s) giving internal and external customers and system participants the ability to contact a designated liaison of the Contractor's leadership team to discuss recommendations or suggestions for service improvements. The telephone line(s) shall be accessible without charge to all callers within the continental United States.
 - a. The number may be answered by a designated manager or provide an opportunity for the caller to leave a voicemail message. The number will be published on the Contractor's website and provided to patients.
 - b. If the number is answered by an automatic greeting and/or menu selection, the initial message must immediately convey that this is a customer service line, and if caller has an Emergency to hang up and dial 9-1-1 in case the caller inadvertently called the customer service line looking for Emergency service.
 - 3. Members of the Contractor's Leadership Team shall be notified of any incoming external complaint calls. Incidents that require follow up to the customer must be promptly resolved, and prompt notification must be made to the customer with the status of the request.

B. Handling Service Inquiries and Complaints:

1. Contractor shall log the date and time of each inquiry and service complaint. Contractor shall provide a prompt response and follow-up to each inquiry and complaint. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.
2. Contractor shall submit to the Greeley Fire Department, on a monthly basis, a list of all complaints received and the disposition/resolution. Copies of any inquiries and resolutions of a clinical nature shall be referred to the EMS Medical Director and the Greeley Fire EMS Lieutenant via electronic communication within twenty-four (24) hours of the initial inquiry to the extent permitted by applicable law, including applicable privacy regulations.

C. Contractor shall submit the results of a customer satisfaction survey to the Greeley Fire Department Fire Chief annually.

8.7 Other Reports

- A. To the extent permitted by applicable law and regulations, Contractor shall promptly allow for the inspection of and/or provide a copy of other reports and/or records as may be reasonably required by the Greeley Fire Department Fire Chief or his/her designee.
- B. These reports and/or records include copies of any memos and/or other correspondence distributed to field personnel related to EMS clinical or operational issues as well as newsletters or updates provided to Contractor's personnel and/or system stakeholders.

SECTION 9: SUB-CONTRACTING

9.1 Sub-contracting Restrictions

Except for the sub-contracting provisions specified herein, Contractor shall not assign or sub-contract any portion of the Agreement for services to be rendered without prior written consent of the Greeley Fire Department and any assignment made contrary to the provisions of this section may be deemed a material breach of the Agreement and, at the option of the Greeley Fire Department shall not convey any rights to the assignee.

SECTION 10: ADMINISTRATIVE REQUIREMENTS

10.1 Regulatory and Policy Requirements

- A. Contractor shall provide services in accordance with the requirements of Colorado Department of Health and Environment EMS Division, Greeley Fire Department Policies and Procedures, and all other applicable State and Federal requirements, including any amendments or revisions thereof.

- B. Contractor shall follow all direction provided by the Greeley Fire Department Fire Chief, her/his designee, or the EMS Medical Director.
- C. Contractor shall comply with Response Time Standards to all areas of the Service Area.
- D. Contractor will cooperate with the Greeley Fire Department's ongoing development of policies and procedures for appropriate patient care.

10.2 Personnel

Workforce and Diversity. The Contractor shall establish a recruitment, hiring and retention system consistent with ensuring a quality workforce of clinically competent employees that are appropriately certified, licensed and/or accredited. Field personnel with bilingual skills reflecting the diversity of languages spoken in the Service Area are highly valued. Contractor is encouraged to ensure diversity in the workforce and address diversity alignment with its communities served.

10.3 Work Schedules and Human Resource Issues

Contractor shall employ reasonable work schedules and conditions. Provider fatigue and the impairment associated with fatigue pose a significant safety risk for patients, partners, and others in the community. Patient care must not be compromised by impaired motor skills of personnel working extended shifts, voluntary overtime, or mandatory overtime without adequate rest.

- A. At least 51% of the Contractor's proposed schedule shall be Contractor's full-time employees.
- B. Contractor's work schedules and assignments will provide reasonable working conditions for Ambulance and Field Supervisor personnel. Neither Ambulance nor Field Supervisor personnel shall be fatigued to an extent that their judgment or motor skills might be impaired. Ambulance and Field Supervisor personnel shall have sufficient rest periods to ensure that they remain alert and well rested during work periods.
- C. Average Unit Hour Utilization ratios for Contractor's Ambulance crews regularly scheduled to work in excess of twenty-four (24) hours must not exceed 0.40.
- D. Contractor shall track Unit Hour Utilization and, upon request, make that data available to the Greeley Fire Department.

10.4 Personnel Licensure and Certification

- A. All persons employed by Contractor in the performance of its work, shall be competent and hold appropriate licenses, certifications, and permits in their respective professions and shall undergo a criminal record check.

- B. All of Contractor's Ambulance, and Field Supervisor personnel responding to Emergency medical requests shall be currently and appropriately certified and/or licensed to practice in the State of Colorado.
- C. At all times, Contractor shall retain current documentation including issued course completion certificates and/or cards of all credentials required by the Greeley Fire Department and/or the State of Colorado including but not limited to copies of current and valid EMT-Basic IV Certification and Paramedic Certification / License and documentation for all emergency medical personnel including supervisory and management staff performing services under this Agreement. Failure to retain such records and/or permitting personnel to provide services absent required credentialing shall be immediately reported to the Greeley Fire Department with a correlating corrective action plan. Contractor's failure to cure repetitive non-compliance with the provisions of this paragraph may constitute breach of this Agreement.
- D. Contractor shall participate in the DMV Employer Pull Notice ("EPN") program.

10.5 Personnel Training

- A. Training and Continuing Education Program Requirements:
 - 1. Contractor shall maintain approval for providing EMS Education Program for EMT-Basic IV and Paramedic at minimum, as defined in Colorado Rules & Regulations.
 - a. Contractor must provide a comprehensive training/education program for all Paramedic and EMT-Basic IV personnel. Joint training sessions for Contractor and the Greeley Fire Department are encouraged. Such a program shall be subject to approval by the Greeley Fire Department and include, but not be limited to:
 - i. Advanced training for EMT-Basic IV's staffing ALS Ambulances;
 - ii. Orientation to the Greeley Fire Department EMS System;
 - iii. Customer service and cultural sensitivity;
 - iv. Field evaluation for Paramedics; and
 - v. ACLS, PALS
 - vi. Optional - ATLS, AMLS, & PHTLS

10.6 Paramedic Training Requirements

- A. Cardiopulmonary Resuscitation Certification:
 - 1. All Paramedics shall be certified in Cardio-Pulmonary Resuscitation ("CPR") and have a current course completion card in CPR for the healthcare provider, issued by the American Heart Association, or the Contractor shall document that each Paramedic has satisfactorily completed comparable training approved by the EMS Medical Director and adequate to ensure competency in the skills included in the CPR curriculum.
 - 2. At all times, Contractor shall retain copies of the current training documentation and valid certifications of all CPR qualified Paramedics performing services under

this Agreement.

B. Advanced Cardiac Life Support (ACLS) Certification:

1. All Paramedics shall have a current ACLS Course Completion Card, issued by the American Heart Association or the Contractor shall document that each Paramedic has satisfactorily completed comparable training approved by the EMS Medical Director and adequate to ensure competency in the skills included in the ACLS curriculum.
2. At all times, Contractor shall retain copies of the current training documentation and valid certifications of all ACLS qualified Paramedics performing services under this Agreement.

C. ECG Training:

1. All Paramedics, if not previously trained, must be trained in acquiring and interpreting 12-Lead ECGs for ST elevation and subsequent transport to a designed cardiac receiving center.

D. Trauma Training:

1. All Paramedics are strongly encouraged to be certified in either Prehospital Trauma Life Support (PHTLS), International Trauma Life Support (ITLS), or the Contractor shall document that each Paramedic has satisfactorily completed comparable training approved by the EMS Medical Director and adequate to ensure competency in the skills included in the PHTLS or ITLS curriculum.
2. At all times, Contractor shall retain copies of the current training documentation and valid certifications of all PHTLS or ITLS qualified Paramedics performing services under this Agreement.

E. Pediatric Education:

1. All Paramedics shall be certified in one of the following pediatric training programs:
 - a. Pediatric Education for Prehospital Personnel (PEPP) Pediatric Advanced Life Support (PALS), or
 - b. Contractor shall document that each Paramedic has satisfactorily completed comparable training approved by the EMS Medical Director and adequate to ensure competency in the skills included in the PEPP/PALS curriculum.
2. At all times, Contractor shall retain copies of the current training documentation and valid certifications of all PEPP/PALS qualified Paramedics performing services under this Agreement.

F. Bariatric Training:

Contractor's Paramedics shall have specialized training for the safe movement and transport of morbidly obese patients.

- G. Hazardous Materials Awareness Training: Fire Chief or his/her designee approved Hazardous Materials Awareness education program specifically dealing with hazardous materials awareness, response and treatment annually.
- H. Mass Casualty Incident Training: Contractor shall train all ambulance personnel and supervisory staff in their respective roles and responsibilities under the Greeley Fire Department's Multi-Casualty Incident Plan to prepare them to function in the medical branch of the Incident Command System. Contractor must participate in multi-agency MCI Drills as required by the Fire Chief or his/her designee.
- I. Interagency Training: Contractor shall participate in Greeley Fire Department sanctioned exercises, disaster drills, and interagency trainings.
- J. Collaborative Policy Trainings: Provider shall utilize a system wide provider communication forum (E.G., all staff email, all staff meetings, etc.), inclusive of Leadership from both Contractor and Greeley Fire Department (when necessary), to provide collaborative system updates or changes to policies and procedures, to ensure unified understanding and interpretation.

10.7 EMT-Basic IV Training Requirements

- A. Cardiopulmonary Resuscitation Certification:
 - 1. All EMT-Basic IV's employed by or contracted with Contractor and providing 911 Ambulance Services under this Agreement shall be certified in CPR and have a current course completion card in CPR for the Professional Rescuer, issued by the American Heart Association, or the Contractor shall document that each EMT-Basic IV has satisfactorily completed comparable training approved by the EMS Medical Director and adequate to ensure competency in the skills included in the CPR curriculum.
 - 2. At all times, Contractor shall retain copies of the current training documentation and valid certifications of all CPR qualified EMT-Basic IV's performing services under this Agreement.
- B. Bariatric Training:

Contractor's EMT-Basic IV's shall have specialized training for the safe movement and transport of morbidly obese patients.
- C. Hazardous Materials Awareness Training: Fire Chief approved Hazardous Materials Awareness education program specifically dealing with hazardous materials awareness, response and treatment annually.
- D. Mass Casualty Incident Training: Contractor shall train all ambulance personnel and supervisory staff in their respective roles and responsibilities under the Greeley Fire Department's Multi-Casualty Incident Plan to prepare them to function in the medical branch of the Incident Command System. Contractor must participate in multi-agency MCI Drills as required by the Fire Chief or his/her designee.

- E. Interagency Training: Contractor shall participate in Greeley Fire Department sanctioned exercises, disaster drills, and interagency trainings.
- F. Collaborative Policy Trainings: Provider shall utilize a system wide provider communication forum (E.G., all staff email, all staff meetings, etc.), inclusive of Leadership from both Contractor and Greeley Fire Department (when necessary), to provide collaborative system updates or changes to policies and procedures, to ensure unified understanding and interpretation.

10.8 Company Orientation

- A. Contractor shall properly orient all field personnel before assigning them to respond to Emergency medical requests. Such orientation shall be approved by the Greeley Fire Department and include at a minimum:
 - 1. Provider agency policies and procedures;
 - 2. Radio communications with and between the provider agencies, Base Hospital, receiving hospitals, and WCRCC communications centers;
 - 3. Ambulance and equipment utilization and maintenance;
 - 4. Continual orientation to customer service expectations;
 - 5. Performance improvement, and
 - 6. The billing and reimbursement process, and compliance.

10.9 EMS Orientation

- A. Contractor shall ensure that all field personnel, not previously employed in the response area attend a company orientation to the Greeley Fire Department EMS System which shall be approved by the Greeley Fire Department.
- B. This orientation shall offer an overview of the Greeley Fire Department EMS system, review of Greeley Fire Department Policies and Procedures with particular attention to specialized systems of care, EMS documentation requirements, and local scope practice protocols.

10.10 Incident Management

- A. Incident Command System and National Incident Management System (NIMS) Training.
 - 1. Contractor shall train all ambulance personnel, supervisory personnel, and management personnel in the Incident Command System, Standardized Emergency Management System (SEMS), and National Incident Management System (NIMS), consistent with federal, state, and local rules. At this time, training standards include:
 - a. Non-supervisory field personnel: ICS-100, ICS-200, IS-700, IS- 800
 - b. Supervisory field personnel: ICS-100, ICS-200, ICS-300, ICS-400, IS- 700, IS- 800

- c. Management personnel and personnel who may be assigned to a department or Operational Area Emergency Operations Center: ICS-100, ICS-200, ICS-300, ICS-400, IS-700, IS-800

10.11 Multi-Casualty Response

- A. Contractor shall train all ambulance personnel and supervisory staff in their respective roles and responsibilities under the Greeley Fire Department Multi-Casualty Incident Plan including training in the medical/health portion of the Incident Command System.
- B. The specific roles of the Contractor and other public safety personnel will be defined by the relevant plans and command structure.

10.12 Stress Management and Employee Resilience

- A. Contractor shall establish a stress management and employee resilience program for its employees to include an on-going stress reduction program, a critical incident stress action plan, and reliable access to trained and experienced professional counselors through an employee assistance program.
- B. Contractor's programs and any changes made to the programs shall be approved by the Greeley Fire Department Fire Chief or his/her designee.

10.13 Behavior Management Training

Contractor shall provide ambulance personnel with the training, knowledge, understanding, and skills to effectively manage patients with psychiatric, drug/alcohol, or other behavioral or stress related problems, as well as difficult scenes on an on-going basis.

10.14 Driver Training

- A. Contractor shall provide emergency vehicle operator's course (EVOC) or emergency vehicle operator safety (EVOS) training to promote safe driving and prevent vehicular crashes/incidents to each of its personnel who operate a vehicle in performing service under this Agreement, including on-going driver-training for ambulance and field supervisory personnel.
- B. Training and skill proficiency is required at initial employment with annual training refresher courses and skill confirmation for ambulance and field supervisory personnel. Records should be available to Greeley Fire Department on request.

10.15 Additional Qualifications and Training

- A. Contractor may offer and/or require additional personnel qualifications and training beyond the Greeley Fire Department requirements.
- B. The Fire Chief or his/her designee and Contractor may add or delete requirements during the term of this Agreement as educational requirements change upon mutual

agreement.

10.16 Workforce Wellness Program

Contractor will have an employee wellness programs to include activities such as company-sponsored exercise, weight-loss, educational seminars, tobacco-cessation programs, and health screenings that are designed to help employees eat better, lose weight, and improve their overall physical health.

10.17 Health and Safety

- A. Contractor shall have a Greeley Fire Department approved Communicable Disease Policy that complies with all Occupational Safety and Health Administration (OSHA) requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste.
- B. All prehospital personnel shall be trained in prevention, personal protective equipment, and universal precautions.
- C. The Health and Safety program shall include, at a minimum:
 - 1. Pre-screening of potential employees (including drug testing);
 - 2. Initial and on-going driver training;
 - 3. Lifting technique training;
 - 4. Hazard reduction training;
 - 5. Review employee health/infection control related information such as needle sticks, employee injuries, immunizations, exposures and other safety/risk management issues;
 - 6. Involvement of employees in planning and executing its safety program; and
 - 7. Review current information related to medical device FDA reportable events, recall, equipment failure, accidents.
- D. Contractor's health, safety and risk mitigation process will include, at a minimum:
 - 1. Gathering data on all incidents that occur among the Contractor's workforce;
 - 2. Analyzing the data to find causative factors and determine preventive measures;
 - 3. Devising policies prescribing safe practices and providing intervention in unsafe or unhealthy work-related behaviors;
 - 4. Gathering health and safety information as required by law;
 - 5. Implementing training and corrective action on health and safety related incidents, as required by law;
 - 6. Providing initial and on-going training on safe practices and interventions; and
 - 7. Providing safe equipment and vehicles.
- E. Contractor shall provide adequate Personal Protective Equipment ("PPE") to employees, including universal precautions for routine care, uniforms and personal protective gear to employees working in hazardous environments, including but not limited to; rescue operations and motor vehicle collisions. The Contractor shall select this equipment in conjunction with field providers to ensure it complies with current workflow and will be adapted in the care process. All field providers must be trained in

the use of PPE and fit tested when appropriate. Policies and procedures must clearly describe the routine use of PPE on all patient encounters. The Contractor shall maintain uniform standardization as approved by the Greeley Fire Department.

- F. Personal Protective Equipment shall meet all State and Federal requirements specific to EMS use and State of Colorado recommendations for PPE. At a minimum, personal protective gear shall include appropriate protection for:
1. Head (i.e. safety helmet) optional;
 2. Eyes (i.e. safety helmet face shield or goggles);
 3. Ear protection;
 4. Skin (i.e. jacket and gloves); and
 5. Respiratory protection (i.e. face masks and N95 masks).

10.18 Evolving OSHA and Other Regulatory Requirements

- A. If regulatory requirements change for occupational safety and health, including but not limited to, infection control, blood borne pathogens, and TB during the term of this Agreement the Contractor shall adopt procedures that meet or exceed all requirements.
- B. Contractor shall make health screening and all currently recommended immunizations available to its high-risk personnel at no cost.

10.19 Support of Local EMS Training Activities

- A. The Greeley Fire Department expects the Contractor to collaborate and work with EMS System stakeholders in improving service, clinical care, and system performance. The most important stakeholder groups include the physicians, nurses, police, Paramedics, EMT-Basic IV's, and fire service personnel.
- B. In an effort to continually bring new caregivers into the EMS system, Contractor shall:
1. Offer educational opportunities for EMT-Basic students to participate in ride-alongs on Contractor's Ambulances. Preference should be given to local EMT training programs. Participating programs will be required to execute a ride-along agreement with Contractor; and
 2. Provide preceptors and internships for Paramedic students enrolled in community colleges and private training programs located in Northern Colorado. These local training programs will generally have priority over out-of-area training programs, but not over Contractor's local employees who may be enrolled in an out-of-area training program.

10.20 Participation in EMS System Development

The Greeley Fire Department anticipates further development of its EMS system and regional efforts to enhance disaster and mutual-aid response. The Greeley Fire Department requires that its contractor(s) actively participate in EMS activities, committee meetings, and work groups including disaster preparedness planning. Contractor shall

participate and assist in the development of system changes.

10.21 Community Education

- A. Contractor will support prevention and system access through community education programs provided to schools, and community groups. Contractor shall lead or participate in such programs working collaboratively with the Greeley Fire Department, other public safety and EMS-related groups.
- B. Contractor shall:
1. Annually plan and implement definitive community education programs, including:
 - a. Support pilot program educating medical clinics and Skilled Nursing Facilities (“SNF”) on accessing and efficient use of 9-1-1, and collaborate with stakeholders for possible facility expansion;
 - b. Chest Pain Awareness, Hands-Only CPR, and Stop the Bleed initiatives;
 - c. Stroke Awareness;
 - d. Every 15 Minutes/DUI Awareness;
 - e. Fall Prevention education;
 - f. CPR and First Aid training; and
 - g. National Night Out neighborhood awareness.
 2. Collaborate with the Greeley Fire Department and WCRCC to participate in offering free of charge education to a minimum of five (5) skilled nursing facilities and large medical clinics on effective access and efficient utilization of the 9-1-1 system on an annual basis. This program will build relationships that influence the public’s perception of the EMS System within these care communities and provide training to facility staff on:
 - a. Greeley Fire Department’s EMS response;
 - b. How to be prepared when calling 9-1-1;
 - c. Requests for EMS with DNR orders in place; and
 - d. What EMS responders will need when they arrive.
 3. Deliver training on chest pain awareness, hands-only CPR, and Stop the Bleed on an annual basis to a minimum of 200 community members in partnership with Greeley Fire Department and community partners.
 4. Partner with the local law enforcement for Every 15-Minutes and other DUI reduction programs and provide event planning support, EMS staff, and equipment for programs in the response area as requested.

10.22 Conformity with Laws and Safety

In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of Colorado Law. Contractor shall indemnify and hold City harmless from any and all liability, fines, penalties and consequences from any of Contractor’s failures to comply with such laws, ordinances,

codes and regulations.

10.23 Equal Employment Opportunity Practices Provisions

- A. Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
- B. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
- C. Contractor shall, if requested to so do by the Fire Chief or his/her designee, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
- D. If requested to do so by the Fire Chief or his/her designee, Contractor shall provide the Fire Chief or his/her designee with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- E. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.

10.24 Drug Free Workplace

Contractor shall maintain a drug-free workplace. Contractor shall not unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any facility or work site.

10.25 Time of Essence

Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

10.26 Accidents

- A. If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement and/or warrants submission of a Greeley Fire Department EMS Occurrence Report (as per Greeley Fire Department

Policy), Contractor shall immediately notify the Greeley Fire Department by contacting and speaking with the Greeley Fire Department on Duty Battalion Chief.

- B. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant the Greeley Fire Department the opportunity to review and inspect such evidence, including the scene of the accident.

10.27 Worker's Compensation

Contractor shall provide Workers' Compensation insurance on behalf of Contractor's employees, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from City any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

SECTION 11: FISCAL REQUIREMENTS

11.1 Pricing, Billing, and Collections

- A. The primary means of Contractor compensation is through fee-for-service reimbursement of patient charges.
- B. Contractor shall be solely responsible for billing and collections associated with services provided under this Agreement, including direct patient billing and billing to commercial payors and governmental payors as appropriate, pursuant to Contractor's established billing rates and processes.
- C. Contractor shall comply with all laws and regulations applicable to billing for healthcare services, including those prohibiting fraudulent and misleading billing practices.
- D. Contractor shall not receive a subsidy from the City for the performance of any services described within this Agreement. Nothing herein shall prohibit the City from entering into a separate agreement(s) with Contractor.

11.2 Dedicated Standby

Contractor may charge a reasonable fee to the responsible party (-ies) for a dedicated ALS standby Ambulance at an event. Contractor may enter into a separate agreement with the sponsor for the provision and payment for such services.

11.3 Medicare and Medicaid

Contractor will accept assignment from Medicare and Medicaid for patients meeting the medical necessity requirement.

11.4 Rate Adjustments

- A. The Fire Chief's intent for this Agreement is to provide a business model that will provide high quality, stable, long-term, efficient and cost-effective 911 Ambulance

Services including 911 emergency response within the Service Area.

- B. Changes to billing rates. Contractor shall provide Greeley Fire Department with a copy of the its billing rates no less than thirty (30) days prior to the billing rates becoming effective. Contractor shall provide Greeley Fire Department with a copy of its applicable billing rates upon request.
- C. Contractor's billing rates must not increase more than seven and one-half percent (7.5%) in any twelve-month period. Notwithstanding anything in this section, Contractor may request a rate increase greater than seven and one-half percent (7.5%) in any twelve-month period from the Fire Chief. With any such request, Contractor shall submit any information which supports such rate increase and shall provide such additional information as the Fire Chief may reasonably request. The rate increase shall be approved by the Fire Chief if the request is supported by competent information. Such approval shall not be unreasonably withheld.
- D. Greeley Fire Department acknowledges and understands the sensitive nature of information shared by Contractor under this Section 11 and agrees to never use or disclose such information to any third party unless such disclosure is necessary to facilitate services under this Agreement or required by Colorado law. In the event that Contractor's information is disclosed to any third party pursuant to Colorado law, Greeley Fire Department shall notify Contractor of such disclosure as soon as possible.

11.5 Billing and Collection Services

- A. Contractor shall contract for or self-operate a billing and accounts receivable system that is well-documented, easy to audit, and which minimizes the effort required of patients to recover from third party sources for which they may be eligible.
- B. Contractor shall be responsible for humane billing and collection practices. Contractor shall conduct all billing and collection functions in a professional and courteous manner.
- C. Contractor's billing and collection practices shall not be burdensome or oppressive and will be in accordance with all State and Federal laws and regulations.
- D. Contractor's accounts receivable management system will be capable of timely response to patient and third- party payor inquiries regarding submission of insurance claims, dates, and types of payments made, itemized charges and other inquiries.
- E. There will be staff available at the Contractor's local headquarters to provide an initial response to questions regarding patient bills. Contractor will provide for interpreter service, relative to billing and collections, to parties having limited English proficiency.

- F. Contractor shall not engage in collections at the time of service including but not limited to a scene, en-route, or upon delivery of the patient unless approved by Fire Chief and in accordance with policies and procedures approved by City.
- G. If a patient is initially billed directly, Contractor's first invoice will request third-party payment information and ask the patient to contact the billing office. A toll-free number and return envelope will be provided.
- H. If a patient has no third-party coverage, Contractor will have a liberal installment plan policy for payment arrangements. If the payment arrangements are not adhered to, the account may be assigned for collection.

11.6 Financial Hardship Policy and City Programs

- A. Contractor shall have a written financial hardship/compassionate care policy which shall apply to patients who do not have medical insurance and who have limited financial capacity. The policy shall extend discounts to patients who are at or below 250% of the Federal Poverty Level standards, ineligibility for Medicare/Medicaid or other third-party coverage, as well as extenuating circumstances.
- B. Contractor shall annually submit the results of a customer satisfaction survey administered by an external provider as approved by the Greeley Fire Department to the Greeley Fire Department Fire Chief.

11.7 Accounting and Payments to City

- A. Invoicing and Payment for Service:
Greeley Fire Department shall render its invoice for any fees or penalties to the Contractor within 30 Business Days of the Greeley Fire Department's receipt of the Contractor's monthly performance reports. The Contractor shall pay the Greeley Fire Department on or before the 30th day after receipt of the invoice. Any disputes of the invoiced amounts shall be resolved in this thirty-day period. If they have not been resolved to the Greeley Fire Department's satisfaction, the invoice shall be paid in full and subsequent invoices will be adjusted to reflect the resolution of disputed amounts. Failure of Contractor to pay liquidated damages to the Greeley Fire Department as specified within the timeline identified herein shall constitute material breach of this Agreement.
- B. Payments to City: All below listed payments to City by Contractor shall be due on the last day of each month beginning January 1, 2022. All payments not paid within thirty days shall bear interest at 1.5% per month.

	Estimated Annual Fees	Avg. Monthly
1. Dispatch Fees (Example - \$20.22 X EMS calls per year) 2020 calls 10,778	Actual Cost from WCRCC	Actual Cost from WCRCC
2. Community Action Collaborative Contribution	\$100,000	\$8,333.34
3. Radio System Maintenance Fees (Paid to Weld County)	Actual cost from Weld County Radio	Actual cost from Weld County Radio
4. Security Devices for accessing the CAD	Actual Cost from WCRCC Shop	Actual Cost from WCRCC
5. Penalties as set forth in this Agreement	As Required	As Required

1. Dispatch Fees: Contractor shall pay the Greeley Fire Department's cost of Emergency Medical Dispatch services utilized by Contractor. Calculation for this payment is based on number of EMS calls times the per call charge from WCRCC to the Greeley Fire Department for each EMS response.
2. CAC: Contractor shall contribute \$100,000 per calendar year to the CAC as specified in section 3.1(A)(1)(c) of this Agreement.
3. Radio: Contractor shall pay Weld County Radio Shop for actual costs for maintenance of radios utilized by Contractor. Contractor shall meet and confer with Weld County Radio Shop regarding this cost. In the event Contractor does not contract directly with Weld County Radio Shop for these services, Greeley Fire Department shall invoice Contractor for Greeley Fire Department's cost for these services.
4. CAD: Contractor shall pay fees associated with security devices required by WCRCC for accessing the CAD for each employee or device requiring access.
5. Penalties: Contractor shall pay all Penalties to the Greeley Fire Department pursuant to the terms of this Agreement.

11.8 Taxes

Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.

SECTION 12: GENERAL AGREEMENT REQUIREMENTS

12.1 Training Documentation Retention

Contractor shall ensure that all personnel subject to training requirements have obtained all necessary education. At all times, Contractor shall retain copies of the current training documentation including but not limited to course completion certificates for all Paramedics and EMT-Basic IV's performing services under this Agreement.

12.2 Audits and Inspections

A. Contractor shall maintain separate full and accurate financial records for services provided pursuant to this Agreement in accordance with generally accepted accounting principles.

12.3 Annual Performance Evaluation

- A. The Fire Chief or his/her designee will evaluate the performance of Contractor annually through the committee designated by the Greeley Fire Department Fire Chief. Contractor shall produce an annual performance report as required by the Greeley Fire Department Fire Chief, which at a minimum, shall include the following in the performance evaluation:
1. Documentation of Contractor's overall compliance with the terms and conditions of this Agreement;
 2. Objective documentation of Contractor's compliance with Response Time Standards;
 3. Objective documentation of effectiveness of Contractor's quality management program in assuring the consistent delivery of high-quality clinical care;
 4. Objective and auditable documentation of Contractor's financial performance and stability;
 5. Documentation of actions of Contractor's personnel in collaborating with the Greeley Fire Department and system stakeholders to deliver efficient, effective, and compassionate prehospital care to the residents and visitors of the City;
 6. Objective and subjective documentation of satisfaction of Contractor's customers; and
 7. Objective documentation of community engagement by Contractor, including education and prevention activities.

12.4 Continuous Service Delivery

A. Contractor agrees that, in the event of a material breach by Contractor, Contractor will work with the Fire Chief to ensure continuous and uninterrupted delivery of services that meet or exceed all performance standards under the Agreement, regardless of

the nature or causes underlying such breach.

- B. Contractor agrees that there is a public health and safety obligation to assist Fire Chief in every effort to ensure uninterrupted and continuous service delivery in the event of a material breach, even if Contractor disagrees with the determination of material breach.

12.5 Performance Security

Contractor will provide performance security by providing the City with an irrevocable letter of credit in a form satisfactory to the City. The amount of the letter of credit will be one million five hundred thousand dollars (\$1,500,000.00) issued by a federally insured (FDIC) banking institution with a debt rating of 1A or higher by the FDIC, A or higher by Standard & Poor's, A or higher by Moody's Investors, or a comparable rating by a comparable rating system. The federally insured banking institution on which the irrevocable letter of credit is to be drawn shall be acceptable as determined by the City's Finance Director. In the event the performance security is used for breaches such that the total is reduced to one million, two hundred fifty thousand dollars (\$1,250,000), the performance security will be immediately replenished to one million, five hundred thousand dollars (\$1,500,000).

12.6 Material Breach and Provisions for Termination of This Agreement

- A. The Fire Chief shall have the right to terminate or cancel this Agreement or to pursue any appropriate legal remedy in the event Contractor materially breaches this Agreement and fails to correct such material breach within thirty (30) days following the service on it of a written notice by Fire Chief specifying the material breach complained of and the date of intended termination of rights hereunder absent cure.
- B. The Fire Chief reserves the right to immediately terminate or cancel this Agreement if in the determination of the Greeley Fire Department Fire Chief continued service by Contractor poses an immediate threat to public health and safety.

12.7 Definitions of Breach

- A. Conditions and circumstances that shall constitute a material breach by Contractor shall include but not be limited to the following:
 - 1. Willful failure of Contractor to operate the 911 Ambulance Services including 9-1-1 emergency response system in a manner which enables Greeley Fire Department or Contractor to remain in substantial compliance with the requirements of the applicable Federal, State, and City laws, rules, and regulations. Individual minor infractions of such requirements shall not constitute a material breach, but such willful and repeated breaches shall constitute a material breach;
 - 2. Willful falsification of data supplied to the Fire Chief or his/her designee by Contractor during the course of operations, including by way of example but not by way of exclusion, dispatch data, patient report data, Response Time data, financial data, or falsification of any other data required under Agreement;

3. Willful failure by Contractor to maintain equipment in accordance with good maintenance practices;
4. Deliberate and unauthorized scaling down of operations to the detriment of performance by Contractor prior to the end of the term of this Agreement, or any subsequent renewals thereof;
5. Contractor attempts to assign any of its rights or obligations herein to a third party;
6. Chronic and persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance;
7. Willful failure of Contractor to comply with approved rate setting, billing, and collection procedures;
8. Repeated failure of Contractor to meet Response Time requirements after receiving notice of non-compliance from the Greeley Fire Department Fire Chief;
9. Repeated failure of Contractor to pay undisputed penalties to the Greeley Fire Department on or before the 30th day after receipt of the invoice;
10. Failure to employ Key Personnel or suitable replacement(s) performing to the satisfaction of the Greeley Fire Department Fire Chief and/or EMS Medical Director at any time during the course of this Agreement term;
11. Failure of Contractor to provide and maintain the required insurance as described in Exhibit 4;
12. Repeated failure to provide data and/or reports generated in the course of operations, including, but not limited to, dispatch data, patient care data, Response Time data, or financial data, within the time periods specified;
13. Any failure of performance, clinical or other, which is determined by the Greeley Fire Department Fire Chief and confirmed by the EMS Medical Director to constitute an endangerment to public health and safety; or
14. Failure of Contractor to comply with the vehicle lease provisions, if applicable.

12.8 City's Remedies

A. Termination:

If conditions or circumstances constituting a material breach exist, City shall have all rights and remedies available at law and in equity, specifically including the right to terminate this Agreement.

B. Effect of Breach

1. The City shall have the right to pursue Contractor for damages and any appropriate injunctive relief including, but not limited to as set forth in Sections 12.8,12.9. 12.10 and/or 12.11 of this Agreement.
2. All City's remedies shall be non-exclusive and shall be in addition to any other remedy available to the City.

12.9 Provisions for Curing Material Breach

A. Specifications:

1. In the event the Fire Chief determines that there has been a material breach by Contractor of the standards and performances as described in this Agreement, which breach represents a threat to public health and safety, such action shall constitute a material breach of this Agreement. In the event of a material breach, the Fire Chief shall give Contractor written notice, by regular mail, return receipt requested, setting forth with reasonable specificity the nature of the material breach.
2. Except where the Greeley Fire Department Fire Chief determines that the breach presents an immediate threat to public health and safety requiring an immediate termination of this Agreement, Contractor shall have the right to cure such material breach within thirty (30) days of delivery of such notice and the reason such material breach endangers the public's health and safety. However, within three (3) Business Days of receipt of such material breach notice, Contractor shall deliver to Greeley Fire Department, in writing, a plan of action to cure such material breach. If, within the Greeley Fire Department's sole determination, Contractor fails to cure such material breach within the period allowed for cure or Contractor fails to deliver the cure plan to the Greeley Fire Department in a timely manner, Contractor shall cooperate completely and immediately with Greeley Fire Department to ensure continuous delivery of services and affect a prompt and orderly transition of all responsibilities to Greeley Fire Department or another EMS vendor selected by Greeley Fire Department.
3. Contractor shall not be prohibited from disputing any such finding of material breach through litigation, provided, however that such litigation shall not have the effect of delaying, in any way, the transition of operations to Greeley Fire Department or another EMS vendor selected by the Greeley Fire Department. These provisions shall be specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety, and any legal dispute concerning the finding that a material breach has occurred, shall be initiated, and shall take place only after the transition of services has been completed.
4. Contractor's cooperation with and full support of such transition shall not be construed as acceptance by Contractor of the findings and material breach and shall not in any way jeopardize Contractor's right of recovery should a court later find that the declaration of material breach was made in error. However, failure on the part of Contractor to cooperate fully with the Fire Chief to affect a smooth and

safe transition of operations, shall itself constitute a breach of this Agreement, even if it was later determined that the original declaration of material breach by the Fire Chief was made in error.

5. For any material breach by Contractor, which does not endanger public health and safety, or for any material breach by City, which cannot otherwise be resolved, early termination provisions that may be agreed to by the parties will supersede these specifications.

12.10 No Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

12.11 Termination by Mutual Agreement

A. Written Notice:

This Agreement may be canceled immediately on a date specified by written mutual agreement of the Contractor and the City.

12.12 "Lame Duck" Provisions

A. Conditions:

1. Should this Agreement not be renewed or extended, or if the Greeley Fire Department has indicated its intent to enter into a procurement process to seek a different 911 Ambulance Services provider, including 9-1-1 emergency response provider, Contractor agrees to continue to provide all services required in and under this Agreement until the Greeley Fire Department or a new entity approved by the Fire Chief assumes service responsibilities. Under these circumstances, Contractor will serve as a lame duck Contractor for an extended period of time, which could be a year or longer. To ensure continued performance fully consistent with the requirements in this Agreement through any such period, the following provisions shall apply:
 - a. Contractor shall continue all operations and support services at the same level of effort and performance as were in effect prior to the award of the subsequent contract to a competing organization, including but not limited to compliance with provisions of this Agreement related to qualifications of key personnel. Neither shall the Contractor inflate costs that a new Contractor would be required to assume;
 - b. Contractor shall make no changes in methods of operation that actually reduce or could reasonably be considered to be aimed at reducing Contractor's service and operating costs to maximize or affect a gain during the final stages of this

Agreement;

- c. Contractor shall make no changes to employee salaries during this period that could reasonably be considered to be aimed at increasing costs to the incoming provider. Regularly scheduled increases based on length of service or contained in pre-existing binding contracts or labor agreements will be allowed;
- d. Should there be a change in provider, the current service provider shall not penalize or bring personal hardship to bear upon any of its employees who apply for work on a contingent basis with competing Bidders and shall allow without penalty its employees to sign contingent employment agreements with competing Bidders at employees' discretion. The current service provider acknowledges and agrees that supervisory personnel, EMT-Basic IV's, Paramedics, and personnel working in the EMS system have a reasonable expectation of long-term employment in the system, even though contractors may change. However, the current service provider may prohibit its employees from assisting competing Bidders in preparing proposals by revealing trade secrets or other information about the current service provider business practices or field operations;
- e. The Greeley Fire Department recognizes that if another organization should be selected to provide service, the current service provider may reasonably begin to prepare for transition of service to the new entity. The Greeley Fire Department shall not unreasonably withhold its approval of the current service provider request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., as long as such transition activity does not impair the current service provider performance during this period; and
- f. Should the Greeley Fire Department select another organization as a service provider in the future, the current service provider personnel shall have reasonable opportunities to discuss issues related to employment with such organizations without adverse employment-action, interference, or retaliation by the current service provider or Greeley Fire Department.

12.13 Federal Healthcare Program Compliance Provisions

Contractor shall comply with all applicable Federal laws, rules and regulations for operation of its enterprise, 911 Ambulance Services, including 9-1-1 emergency response and those associated with employees.

12.14 Medicare Compliance Program Requirements

Contractor shall implement a comprehensive Compliance Program for all activities, particularly those related to documentation, claims processing, billing and collection processes. Contractor's Compliance Program shall substantially comply with the current

regulatory approach program outlined in the Office of Inspector General (OIG) Compliance Program Guidance for Ambulance Suppliers as published in the Federal Register on March 24, 2003 (03 FR 14255).

12.15 Health Insurance Portability and Accountability ACT (HIPAA)

- A. The parties are committed to ensuring confidentiality with respect to information shared for purposes of this Agreement. The parties agree that Contractor is a covered entity under HIPAA and is therefore subject to privacy and security requirements for managing protected health information (“PHI”).
- B. Pursuant to HIPAA, Contractor is permitted to use and disclose PHI (limited to the minimum necessary) for its own treatment, payment, or health care operations, which includes conducting quality assessment and improvement activities and outcome evaluations. Therefore, Contractor shall disclose PHI to designated employees of Greeley Fire Department (“Designated GFD Employees”) for the purpose of evaluating the services, conducting quality assessments and identifying quality improvement opportunities for services provided hereunder. The Designated GFD Employees shall have access to the portal in which Contractor enters and maintains patient care records for EMS services for the sole purpose of performing quality assessment and improvement activities, and the parties agree to develop a schedule of regular audits to ensure that the Designated GFD Employees are accessing only information required to perform those activities. In addition, the City and Greeley Fire Department agree to require the Designated GFD Employees to sign confidentiality agreements outlining their responsibilities with respect to information accessed and used to perform their duties.
- C. Notwithstanding any other provisions of this Agreement, to the extent that Contractor provides protected health information to the City and/or Greeley Fire Department for any purpose outside of quality assessment and improvement, such information shall be de-identified as dictated by HIPAA regulations.
- D. Contractor is required to implement a comprehensive plan and develop the appropriate policies and procedures to comply with the provisions of HIPAA and the current rules and regulations enacted by the Department of Health and Human Services. Contractor is responsible for all aspects of complying with these rules and particularly those enacted to protect the confidentiality of patient information.

12.16 State and Local Regulations Compliance Provisions

Contractor shall comply with all applicable state and local laws, rules and regulations for businesses, Ambulance Services, and those associated with employees. Contractor shall also comply with Greeley Fire Department policies, procedures and protocols communicated to Contractor prior to the commencement of services and as communicated during the term, and any renewal thereof, of this Agreement. Contractor is responsible for complying with all rules and regulations associated with providing services

for recipients of and being reimbursed by state Medicare / Medicaid and other state and federally funded programs.

12.17 Permits and Licenses

- A. Contractor shall be responsible for and shall hold all required federal, state or local permits or licenses required to perform its obligations under the agreement.
- B. Contractor shall make all necessary payments for licenses and permits for the services and for issuances of state permits for all Ambulance vehicles used.
- C. It shall be entirely the responsibility of Contractor to schedule and coordinate all such applications and application renewals as necessary to ensure that Contractor is in complete compliance with federal, state and local requirements for permits and licenses as necessary to provide the services.
- D. Contractor shall be responsible for ensuring that its employee's state and local certifications as necessary to provide the services, if applicable, are valid and current at all times.

12.18 Compliance with Laws and Regulations

All services furnished by Contractor under this Agreement shall be rendered in full compliance with all applicable federal, state and local laws, ordinances, rules and regulations. It shall be Contractor's sole responsibility to determine which, and be fully familiar with all laws, rules, and regulations that apply to the services under this Agreement, and to maintain compliance with those applicable standards at all times.

12.19 Private Work

Contractor shall not be prevented from conducting private work that does not interfere with the requirements of this Agreement or allocation of overhead and that is not inconsistent with the terms of this Agreement. In the event Contractor does private work outside of this Agreement, and if any overhead costs are shared between the two businesses, financial information provided regarding this Agreement shall clearly identify the relation and percentage shared.

12.20 Retention of Records

Contractor shall retain all documents pertaining to this Agreement as required by Federal and State laws and regulations, and no less than seven (7) years from the end of the fiscal year following the date of service and until all Federal/State audits are complete and exceptions resolved for this Agreement's funding period. Upon request, and except as otherwise restricted by law, Contractor shall make these records available to authorized representatives of the City, the State of Colorado, and the United States Government.

12.21 Product Endorsement/Advertising

Contractor shall not use the name of City or Greeley Fire Department for the endorsement of any commercial products or services without the prior express written permission of the Greeley Fire Department Fire Chief.

12.22 Observation and Inspections

- A. A Greeley Fire Department representative may ride along on any of Contractor's Ambulances or Supervisor Vehicles at any time, provided it does not interfere with Contractor's operations.
- B. A Greeley Fire Department representative may inspect any of Contractor's Ambulances or Supervisor Vehicles at any time to ensure they meet the requirements of this Agreement.
- C. By mutual agreement of the Greeley Fire Department and Contractor, Greeley Fire Department representatives may observe Contractor's office operations related to the services being provided under this Agreement
- D. Contractor shall provide access to various monitoring systems used by Contractor, including but not limited to CAD, AVL, mapping, System Status Management, operational and clinical performance, as well as screens for displaying dynamic data and information contained therein at the Greeley Fire Department as allowed under applicable law.

12.23 Rights and Remedies Not Waived

Contractor covenants that the provision of services to be performed by Contractor under this Agreement shall be completed without compensation from the City, except as specified herein. The acceptance of work under this Agreement shall not be held to prevent maintenance of an action for failure to perform work in accordance with this Agreement.

12.24 Consent to Jurisdiction

Contractor shall consent to the exclusive jurisdiction of the courts of the State of Colorado or a federal court in Colorado in all actions and proceedings between the parties hereto arising under or growing out of this Agreement. Venue shall lie in the City of Greeley, Colorado.

12.25 Cost of Enforcement

If City or Contractor institutes litigation against the other party to enforce its rights pursuant to performing the work under this Agreement, the actual and reasonable cost of litigation incurred by the prevailing party, including but not limited to attorney's fees, consultant and expert fees, or other such costs shall be paid or reimbursed within ninety (90) days after receiving notice by the prevailing party following a final decision or exhaustion of all appeals.

12.26 Independent Contractor

- A. No relationship of employer and employee is created by this Agreement; it being

understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the City in any capacity whatsoever, and City shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor. Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

- B. Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold City harmless from any and all liability which City may incur because of Contractor's failure to pay such amounts.
- C. In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of City.
- D. Contractor does, by this Agreement, agree to perform her/his said work and functions at all times in strict accordance with currently approved methods and practices in her/his field and that the sole interest of Fire Chief is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the Fire Chief.

12.27 Indemnification

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the City, its City Council, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from Contractor's performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this Agreement (collectively "Liabilities") except to the extent such Liabilities are caused by the negligence or willful misconduct of any indemnitee. The City may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to City, including defense costs, and shall not be limited by any insurance limits.

12.28 Insurance

Contractor shall at all times during the term of the Agreement with the City maintain in force, at minimum, those insurance policies as designated in the attached Exhibit 4 and will comply with all those requirements as stated therein. The City and all parties as set forth on Exhibit 4 shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the City, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to City. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the City before City's own insurance policy or self-insurance shall be called upon to protect it as a named insured.

12.29 Conflicts of Interest

Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the City that Contractor has no present, and will have no future, conflict of interest between providing the City services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the City, as determined in the reasonable judgment of the Fire Chief.

12.30 Headings or Capitalization

Headings or capitalization herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

12.31 Debarment and Suspension Certification

- A. Contractor shall comply with applicable Federal suspension and debarment regulations:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency; and
 2. Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

12.32 Ownership of Documents

- A. Contractor hereby assigns to the City and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) to the extent created at the City's direction and with use of the City's resources (collectively, "City Documents and Materials"). This explicitly includes the

electronic copies of all above stated documentation.

- B. Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of City Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by Fire Chief to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the City and any assignee of the City an express royalty-free license to retain and use City Documents and Materials. The City's rights under this paragraph shall apply regardless of the degree of completion of the City Documents and Materials and whether or not Contractor's services as set forth in this Agreement have been fully performed or paid for.
- C. In Contractor's contracts with sub-contractors, Contractor shall expressly obligate its Sub-Contractors to grant the City the aforesaid assignment and license rights as to the City Documents and Materials. Contractor agrees to defend, indemnify, and hold the City harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.
- D. Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in this Agreement, and shall defend, indemnify and hold the City harmless from any claims for infringement of patent or copyright arising out of such selection. The City's rights under this Paragraph shall not extend to any computer software used to create such City Documents and Materials.

12.33 Modification and Amendment

The terms of this Agreement may be modified by mutual consent of the City and the Contractor in writing. If an agreed-to modification requires approval by Greeley Fire Department, Contractor agrees to assist in obtaining that approval, if requested by the Greeley Fire Department Fire Chief. All changes to the Agreement shall be approved by the Greeley Fire Department Fire Chief following standard contract amendment procedures.

12.34 Severability

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

12.35 Arm's Length Transaction

This Agreement has been negotiated in an arm's length transaction, has not been determined in a manner which takes into account the volume or value of referrals or business that may otherwise be generated between the parties, and any monetary

contributions or penalties to be provided as set forth herein reflect the commercially reasonable needs of the City. Further, this Agreement is not intended to violate anti-kickback or any state or federal law governing billing or claim submission and does not involve the counseling or promotion of a business arrangement or other activity that violates the law.

12.36 Federal Health Care Program Business

The services provided under this agreement, including any monetary contributions and/or penalties, are not conditioned on the volume or value of federal health care program business generated between the City, the Greeley Fire Department, and/or Contractor. Neither the City nor the Greeley Fire Department or their employees are required to refer or send patients to Contractor or its affiliates. Neither the City nor the Greeley Fire Department are restricted from referring patients to any particular individual or entity. Contractor shall neither control nor direct the professional judgment of EMS Medical Director or any Emergency Medical Services worker affiliated, and such professional judgment rests solely with each Emergency Medical Services worker. The City, the Greeley Fire Department and Contractor hereby support the rights of EMS Medical Director and EMS workers to select the medical facility or facilities appropriate for the proper care and treatment of patients and the medical facility or facilities of the patient's choice.

12.37 Exclusion

Neither City, Greeley Fire Department or Contractor is now or ever has been excluded from participation under any federal health care program, for the provision of items or services for which payment may be made under a federal health care program, and no final adverse action as such term is defined under 42 U.S.C. § 1320a-7e(g), has occurred or is pending against any party.

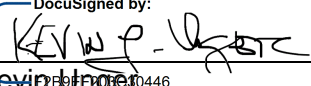
12.38 Miscellaneous

- A. Complete Agreement. This Agreement represents the entire agreement between the Parties with respect to the subject matter of this Agreement. All prior agreements, representations, statements, negotiations, and undertakings, whether oral or written, are superseded hereby.
- B. Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts, and each of such counterparts shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute on and the same instrument. Facsimile and electronic signatures shall constitute original signatures for all purposes of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement individually or by signature of their duly authorized representatives as of the signature dates set forth below, to be effective as of the Effective Date.

FOR Contractor:

FOR CITY OF GREELEY:

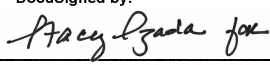
DocuSigned by:
By: 
Kevin Blinger
President and Chief Executive Officer

DocuSigned by:
By: 
Raymond Lee
INTERIM CITY MANAGER

Date: 9/30/2021

Date: 10/4/2021

APPROVED AS TO LEGAL FORM:

DocuSigned by:
By: 
Douglas Marek
CITY ATTORNEY

APPROVED AS TO AVAILABILITY OF FUNDS

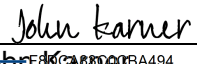
DocuSigned by:
By: 
John Karner
DIRECTOR OF FINANCE

EXHIBIT 1: Definitions and Terms

911 Ambulance Services – All 911 Emergency response ambulance services and non-Emergency ALS ambulance services to be provided by Contractor pursuant to this Agreement.

Advanced Life Support or ALS – Definitive emergency care or medical procedures for sustaining life including advanced diagnosis and protocol driven treatment of a patient in the field such as defibrillation, airway management, and administration of medications. It can be provided by trained Paramedics or Emergency Medical Technician – Intermediates.

Agreement - The agreement between the City and Contractor awarded pursuant to the Emergency Ambulance Services with ALS Ambulance Transport Request for Proposal solicitation.

Ambulance – Any vehicle specially constructed, modified or equipped and used for transporting sick, injured, infirmed or otherwise incapacitated person and capable of supporting BLS or a higher level of care.

Ambulance Service – The furnishing, operating, conducting, maintaining, advertising, or otherwise engaging in or professing to be engaged in the transportation of patients by Ambulance. Taken in context, it also means the person so engaged or professing to be so engaged.

AVL – Automatic vehicle locator.

Bariatric Ambulance - A bariatric ambulance is an ambulance vehicle modified to carry the severely obese. They have extra-wide interiors and carry "bariatric stretchers" and specialized lifting gear that can carry patients up to 1,400 pounds in weight.

Base Hospital – The source of direct medical communications with and supervision of the immediate field emergency care performance by EMTs or Paramedics.

Basic Life Support (BLS) – Basic life support is a level of medical care which is used for victims of life-threatening illnesses or injuries until they can be given full medical care at a hospital. It can be provided by trained medical personnel, such as Emergency Medical Technicians.

Business Day - Monday through Friday except for holidays as observed by the City.

Cardio-Pulmonary Resuscitation or CPR – An emergency procedure that combines chest compressions often with artificial ventilation in an effort to manually preserve intact brain function.

City – City of Greeley, Colorado.

Computer-Aided Dispatch or CAD – A system consisting of but not limited to associated hardware and software to facilitate call taking, System Status Management, unit selection, ambulance coordination, resource dispatch and deployment, event time stamping, creation and real time maintenance of incident database, and providing management information.

Continuity of Operations Plan – A plan that helps to ensure trouble-free operations through unanticipated events without loss of or a reduction in service.

Contractor - Poudre Valley Health Care, Inc. d/b/a Poudre Valley Hospital.

Dedicated Ambulance(s) - Ambulance(s) assigned to the Service Area for dispatch to 911 calls within the Greeley Fire Department Service Area exclusively except in instances of system overload or a Mass Casualty Incident in a neighboring jurisdiction with whom Greeley Fire Department has entered into a Mutual Aid Agreement.

Electronic Patient Care Report or ePCR – A document that records patient information, assessment, care, treatment, and disposition by prehospital personnel.

Emergency – Any real or self-perceived event which threatens life, limb or well-being of an individual in such a manner that a need for immediate medical care is created.

Emergency Medical Dispatch or EMD – A structured method of prioritizing requests for ambulance and first responder services, based upon highly structured telephone protocols and dispatch algorithms. Its primary purpose is to safely allocate available resources among competing demands for service. EMD includes but is not limited to personnel trained to state and national standards on emergency medical dispatch techniques including call screening, call and resource priority and pre-arrival instruction.

EMS Medical Director – shall mean the physician or physicians selected by Contractor to authorize and direct, through protocols and standing orders, the performance of EMS providers and oversee the quality assurance programs of Contractor's EMS structure.

Emergency Medical Services (EMS) – This refers to the full spectrum of pre-hospital care and transportation, encompassing bystander action (e.g., CPR), priority dispatch and pre-arrival instructions, first response and rescue service, Ambulance Services, and on-line medical control.

EMS System – The EMS System consists of those organizations, resources and individuals from whom some action is required to ensure timely and medically appropriate response to medical emergencies.

Emergency Medical Technician or EMT-Basic – An individual who has a current and valid EMT certificate issued by the Colorado Department of Public Health and Environment and who is authorized to provide basic emergency medical care in accordance with the Rules Pertaining to EMS Practice and EMS Medical Director Oversight. For the purposes of these rules, EMT includes the historic EMS Provider level of EMT-Basic (EMT-B).

Emergency Medical Technician with IV Authorization or EMT-Basic IV – An individual who has a current and valid EMT certificate issued by the Colorado Department of Public Health and Environment and who has met the conditions defined in the Rules Pertaining to EMS Practice and EMS Medical Director relating to IV authorization.

Fire Chief – Greeley Fire Department’s Fire Chief or his/her designated representative.

Fractile Basis – A method of measuring ambulance Response Times in which all-applicable response times are stacked in ascending length. Then, the total number of calls generating response within eight minutes (for example) is calculated as a percent of the total number of calls. A 90th percentile, or 90 percent, standard is most commonly used. When a 90th percentile Response Time standard is employed, 90 percent of the applicable calls are arrived at in less than eight minutes, while only 10 percent take longer than eight minutes.

Global Positioning System (GPS) – A satellite-based radio navigation system that provides geolocation and time information to GPS receivers to determine the receiver’s location on Earth.

Greeley Fire Department – The City of Greeley’s fire department.

Health Insurance Portability and Accountability Act or HIPAA – refers to the Health Insurance Portability and Accountability Act of 1996, which provides legislative data privacy and security provisions for safeguarding medical information.

Incident Command System or ICS – Standardized approach to the command, control, and coordination of emergency response providing a common hierarchy within which responders from multiple agencies can be effective.

Key Personnel - Contractor’s employees serving as Operations Director, Operations Manager, Performance and Compliance Manager, EMS Medical Director, and Clinical Education Manager, as described in Section 6.1.

MDC – Mobile data computer; also referred to as mobile data terminal (MDT)

Medical Priority Dispatch System or MPDS – A set of established protocols utilized by dispatchers to determine the level of response necessary.

Medical Protocol – Written standards for patient medical assessment and management.

Multi-Casualty Incident or MCI – An event that results in more victims than are normally handled by the system. The event takes place within a discrete location and does not involve the entire community. It is expected that the number of victims would range from 6 to 50 and that the system would be stressed, including delays in treatment of patients with relatively minor injuries or illnesses.

Mutual Aid – shall refer to: 1. responses into the Greeley Fire Department Service Area from a ground transport provider outside the Service Area for the purpose of assisting the Contractor with emergency and/or non-emergency requests for service; and 2. responses by the Contractor to areas outside the Greeley Fire Department Service Area for the purpose of assisting the ground transport provider in that service area.

National Incident Management System (NIMS) – A systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the

private sector to work together seamlessly.

Non-Emergency Call – Any request for service designated as non-life threatening by dispatch personnel in accordance with Greeley Fire Department policy and pre-established dispatch protocols, requiring the immediate dispatch of an ambulance without the use of lights and sirens.

Occupational Safety and Health Administration or OSHA – Federal agency that protects and improves the health and safety of working men and women.

On Scene – The moment when a unit communicates to dispatch that it has arrived at the address of the call. Normally, this is when the vehicle is put into park. If staging is required for crew safety, at scene is determined when the unit reaches a safe distance from the call and waits for law enforcement to determine it is safe to enter. If off-road location, such as a park or private road with gated access, at scene is determined by reaching the end of paved roadway or closed gate.

Paramedic – An individual trained, certified or licensed to perform advanced life-support (ALS) procedures under the direction of a physician, and whose scope of practice to provide advanced life support is according to the Colorado Rules and Regulations and whom has a valid certificate or license issued pursuant to those rules.

Public Access Defibrillation (PAD) – A program that place automatic external defibrillators throughout communities.

Response Time Exception – A variance from Response Time standards which when approved by the Greeley Fire Department is deemed a compliant call at the Response Time standard and shall be included in Response Time compliance calculations.

Response Time Exemption – A late or specified other response which when approved by the Greeley Fire Department shall be excluded from Response Time compliance calculations and financial penalties.

Response Time – The actual elapsed time between receipt by the Contractor of a call that an ambulance is needed and the arrival of the ambulance On Scene.

Response Time Compliance Zone – means those areas defined by the maps in Exhibit 3 within which Contractor must measure and record its Response Time for each call for service.

Service Area - The geographical area in which Contractor shall provide the 911 Ambulance Services, Special Events Services and Public Safety Services pursuant to this Agreement shall be all area within the Greeley Fire Department's jurisdiction, as may be modified from time to time through the inclusion/exclusion of real property, and such other areas to which the Greeley Fire Department is obligated, or may become legally obligated, to provide emergency medical or Ambulance Services by Intergovernmental Agreement, Mutual Aid Agreement, or Automatic Aid Agreement. For reference the Service Area as of the execution of this Agreement is depicted in Exhibit 2.

ST-Elevation Myocardial Infarction or STEMI – A heart attack caused by the complete blockage of a heart artery.

System Status Management - A management tool to define the "unit hours" of production time, their positioning and allocation, by hour and day of week to best meet demand patterns.

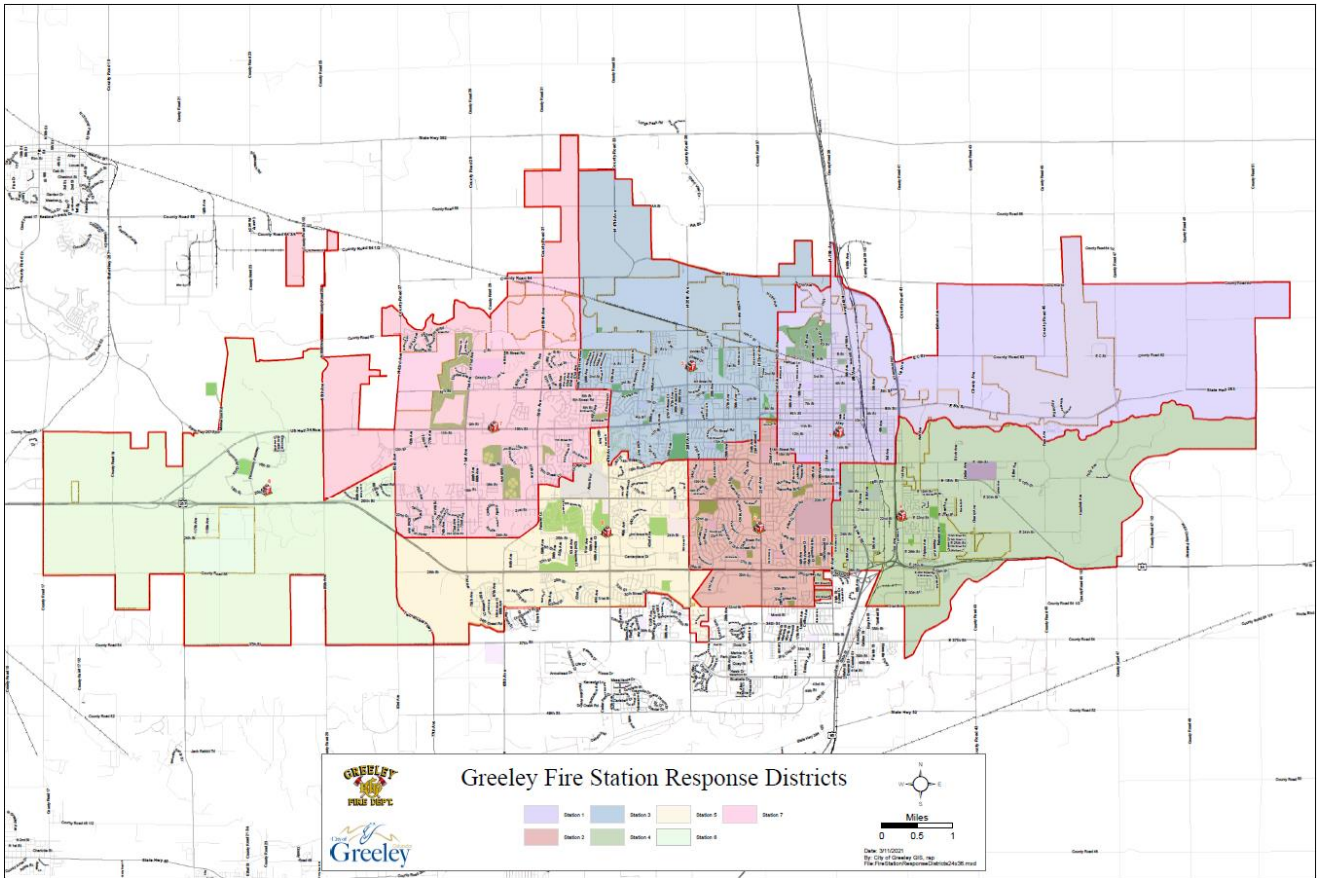
System Status Plan (SSP) – A planned protocol or algorithm governing the deployment and event-driven redeployment of system resources, both geographically and by time of day/day of week. Every system has a system status plan. The plan may or may not be written, elaborate or simple, efficient or wasteful, effective or dangerous.

Unit Hour – One hour of service by a fully equipped and staffed Ambulance assigned to a call or available for dispatch.

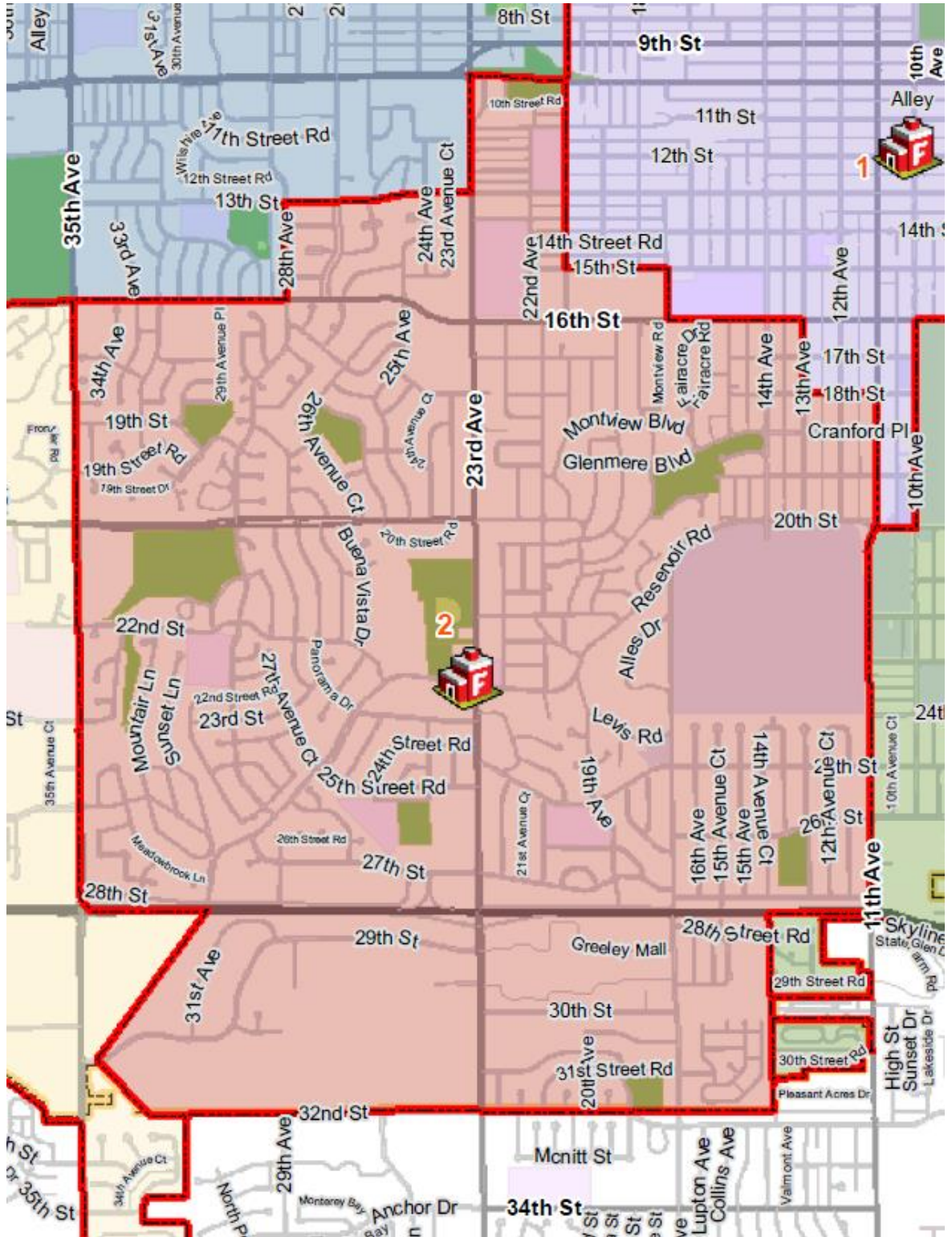
Unit Hour Utilization (UHU) Ratio – A measurement of how hard and how effectively the system is working. It is calculated by dividing the number of responses initiated during a given period of time, by the number of unit hours (hours of service) produced during the same period of time. Special event coverage and certain other classes of activity are excluded from these calculations.

Weld County Regional Communications Center or WCRCC – the Ambulance dispatch service provider for the Service Area.

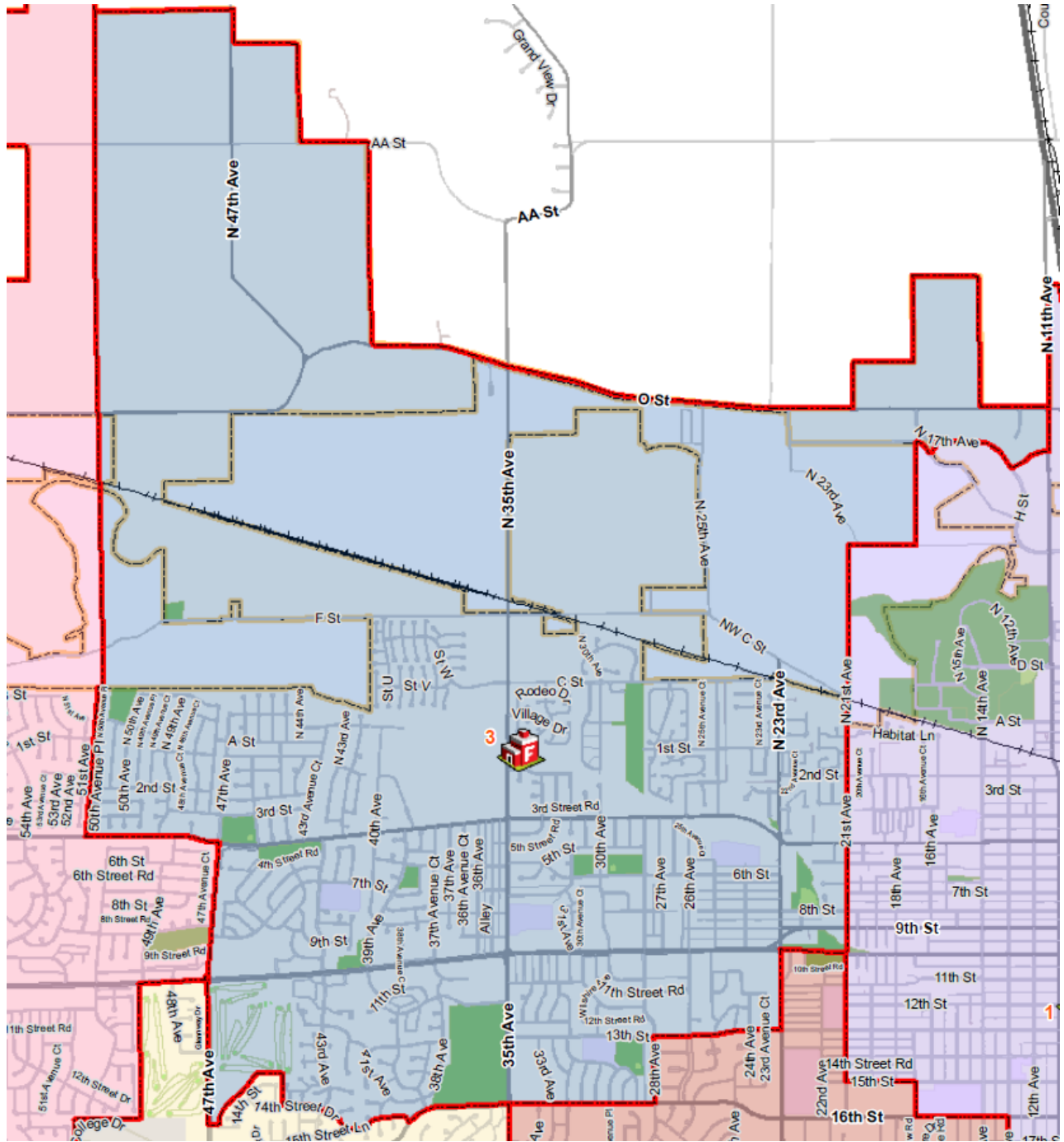
EXHIBIT 2: Map Showing Greeley Fire Department Service Area



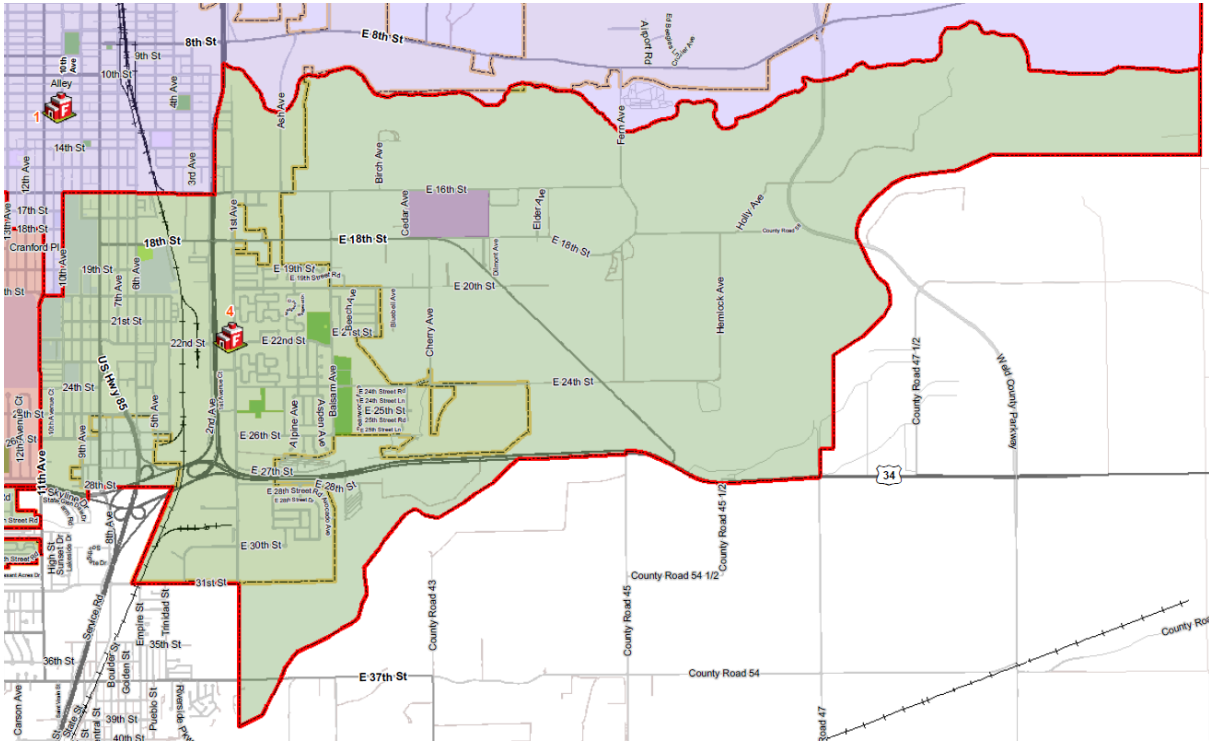
District 2



District 3



District 4



District 5

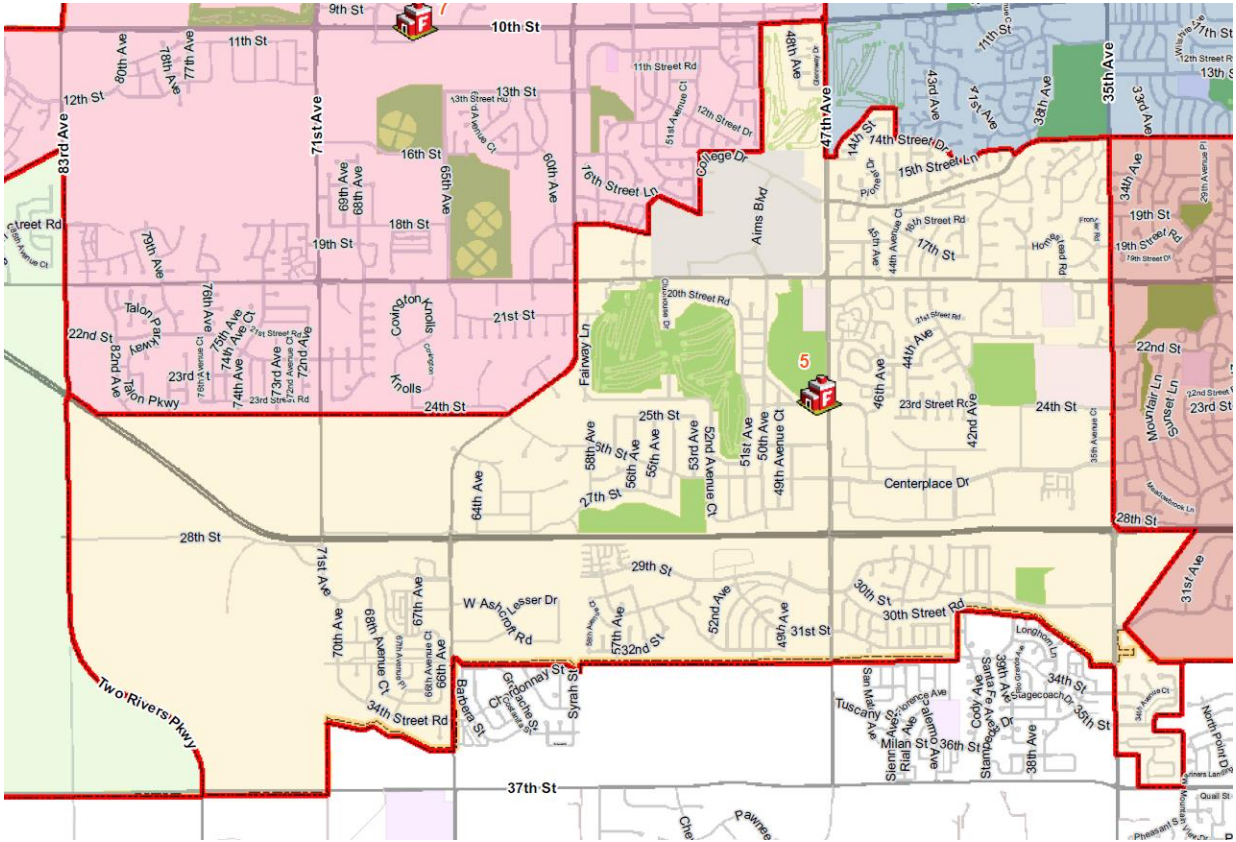


EXHIBIT 4: Minimum Insurance Requirements

Provide Certificate of Insurance, or other proof of insurance naming the City of Greeley as “additional insured”, for each of the following categories:

<p>General Liability (Including operations, products and completed operations, as applicable.)</p>	<p>\$2,000,000 - per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit either must apply separately to this project or must be twice the required occurrence limit.</p>
<p>Comprehensive Automobile Liability</p>	<p>\$1,000,000 –Motor Vehicle Liability Insurance per accident for bodily injury and property damage, plus an additional amount adequate to pay related attorneys’ fees and defense costs for each of the Contractors owned, hired or non-owned vehicles assigned to or used in performance of this Agreement.</p>
<p>Workers’ Compensation</p>	<p>As required by the State of Colorado</p>
<p>Employers’ Liability</p>	<p>\$1,000,000 - each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.</p>
<p>Professional Liability (Errors and Omissions)</p>	<p>\$1,000,000 - per occurrence.</p>
<p>Cyber Liability</p>	<p>\$5,000,000 per occurrence for Privacy and Network Security, \$1,000,000 per occurrence for Technology Errors and Omissions</p> <p>To be carried at all times during the term of the Contract and for three years thereafter.</p>

EXHIBIT 5: Response Time Standards

Response time requirements are set forth as follows:

1. Contractor Ambulances shall arrive on scene within eight minutes zero seconds (8:00) ninety percent (90%) of the time each calendar month on all Emergency responses. 90th percentile will be calculated in each Greeley Fire Department response district.
2. Contractor Ambulances shall arrive on scene within 12 minutes zero seconds (12:00) 90% of the time each calendar month on all Non-Emergency Calls. 90th percentile will be calculated in each Greeley Fire Department response district.

EXHIBIT 6: Sample Compliance Reporting

[Month] [Year] Compliance Summary Report

Medic Unit - Emergent Response (Entire Response Area)			
Description	2019	2020	2021 YTD
Average Response Time	6:16	6:34	4:58
Percent of Emergency Responses < 8:00	80%	77%	92%
# of Days in Time Slice	99	366	77
Unit Responses	1197	6965	909

Medic Unit - Emergent Response (District 1)			
Description	2019	2020	2021 YTD
Average Response Time	5:25	5:50	4:21
Percent of Emergency Responses < 8:00	86%	83%	94%
# of Days in Time Slice	99	366	77
Unit Responses	81	1508	215

Medic Unit - Emergent Response (District 2)			
Description	2019	2020	2021 YTD
Average Response Time	6:25	6:29	4:24
Percent of Emergency Responses < 8:00	76%	79%	93%
# of Days in Time Slice	99	366	77
Unit Responses	38	1251	196

Medic Unit - Emergent Response (District 3)			
Description	2019	2020	2021 YTD
Average Response Time	6:48	6:50	5:28
Percent of Emergency Responses < 8:00	80%	75%	89%
# of Days in Time Slice	99	366	77
Unit Responses	51	1228	178

Medic Unit - Emergent Response (District 4)			
Description	2019	2020	2021 YTD
Average Response Time	5:31	6:29	5:21
Percent of Emergency Responses < 8:00	84%	79%	87%
# of Days in Time Slice	99	366	77
Unit Responses	44	848	95

Medic Unit - Emergent Response (District 5)			
Description	2019	2020	2021 YTD
Average Response Time	8:12	8:19	5:02
Percent of Emergency Responses < 8:00	56%	55%	95%
# of Days in Time Slice	99	366	77
Unit Responses	25	608	117

Medic Unit - Emergent Response (District 6)			
Description	2019	2020	2021 YTD
Average Response Time	N/A	7:16	6:48
Percent of Emergency Responses < 8:00	N/A	63%	80%
# of Days in Time Slice	N/A	57	77
Unit Responses	N/A	8	5

Medic Unit - Emergent Response (District 7)			
Description	2019	2020	2021 YTD
Average Response Time	6:45	6:46	5:07
Percent of Emergency Responses < 8:00	80%	76%	90%
# of Days in Time Slice	99	366	77
Unit Responses	35	787	96

Medic Unit - Non-Emergent Response (Entire Response Area)			
Description	2019	2020	2021 YTD
Average Response Time	7:06	7:19	6:09
Percent of Non-Emergency Responses < 12:00	92%	91%	95%
# of Days in Time Slice	99	366	77
Unit Responses	284	1044	717

Medic Unit - Non-Emergent Response (District 1)			
Description	2019	2020	2021 YTD
Average Response Time	6:11	6:36	5:35
Percent of Non-Emergency Responses < 12:00	97%	93%	96%
# of Days in Time Slice	99	366	77
Unit Responses	67	250	200

Medic Unit - Non-Emergent Response (District 2)			
Description	2019	2020	2021 YTD
Average Response Time	6:40	7:09	5:48
Percent of Non-Emergency Responses < 12:00	94%	92%	98%
# of Days in Time Slice	99	366	77
Unit Responses	62	254	166

Medic Unit - Non-Emergent Response (District 3)			
Description	2019	2020	2021 YTD
Average Response Time	7:30	7:30	6:35
Percent of Non-Emergency Responses < 12:00	90%	95%	95%
# of Days in Time Slice	99	366	77
Unit Responses	49	172	125

Medic Unit - Non-Emergent Response (District 4)			
Description	2019	2020	2021 YTD
Average Response Time	6:36	7:07	6:48
Percent of Non-Emergency Responses < 12:00	91%	90%	91%
# of Days in Time Slice	99	366	77

Unit Responses	55	173	78
----------------	----	-----	----

Medic Unit - Non-Emergent Response (District 5)			
Description	2019	2020	2021 YTD
Average Response Time	9:00	9:53	7:11
Percent of Non-Emergency Responses < 12:00	85%	80%	90%
# of Days in Time Slice	99	366	77
Unit Responses	26	76	92

Medic Unit - Non-Emergent Response (District 6)			
Description	2019	2020	2021 YTD
Average Response Time	N/A	8:26	5:46
Percent of Non-Emergency Responses < 12:00	N/A	100%	100%
# of Days in Time Slice	N/A	57	77
Unit Responses	N/A	1	2

Medic Unit - Non-Emergent Response (District 7)			
Description	2019	2020	2021 YTD
Average Response Time	8:18	7:29	5:42
Percent of Non-Emergency Responses < 12:00	92%	90%	96%
# of Days in Time Slice	99	366	77
Unit Responses	24	116	54

[Month] [Year] Liquidated Damages Summary Report

Type	Criteria	Amount Per Incident	Quantity	Total
30 Day Compliance:	89.5 - <90%	\$50,000		
30 Day Compliance:	89 - <89.5%	\$100,000		
30 Day Compliance:	<89%	\$150,000		
60 Day Compliance:	89.5 - <90%	\$100,000		
60 Day Compliance:	89 - <89.5%	\$200,000		
60 Day Compliance:	<89%	\$300,000		
Mechanical Failure	While en-route or patient on board	\$500		
Failure to report at scene	Failure to report at scene	\$250		

Daily / Monthly / Quarterly / Annual Reporting Requirements

Response Compliance	Daily	Monthly	Quarterly	Annual
Response Time Compliance -911 Emergency District 1	*	X	X	X
Response Time Compliance -911 Emergency District 2	*	X	X	X
Response Time Compliance -911 Emergency District 3	*	X	X	X
Response Time Compliance -911 Emergency District 4	*	X	X	X
Response Time Compliance -911 Emergency District 5	*	X	X	X
Response Time Compliance -911 Emergency District 6	*	X	X	X
Response Time Compliance -911 Emergency District 7	*	X	X	X
Response Time Compliance -911 Emergency Entire District	*	X	X	X
Response Time Compliance - 911 Non-Emergency District 1	*	X	X	X
Response Time Compliance - 911 Non-Emergency District 2	*	X	X	X
Response Time Compliance - 911 Non-Emergency District 3	*	X	X	X
Response Time Compliance - 911 Non-Emergency District 4	*	X	X	X
Response Time Compliance - 911 Non-Emergency District 5	*	X	X	X
Response Time Compliance - 911 Non-Emergency District 6	*	X	X	X
Response Time Compliance - 911 Non-Emergency District 7	*	X	X	X
Response Time Compliance - 911 Non-Emergency Entire District	*	X	X	X
Medical Scene Times (15 Minutes)	*	X	X	X
Trauma Scene Times (10 Minutes)	*	X	X	X
Penetrating Trauma Scene Times (3 Minutes)	*	X	X	X
Number of times ambulance levels reaching status Zero	X	X	X	X
Total # of Responses	*	X	X	X
Total Patient Refusals	*	X	X	X
Total ALS, BLS , and Intercept	*	X	X	X
Mutual Aid Responses - In to District	X	X	X	X
Mutual Aid Responses - Out to District	X	X	X	X
Destination Report	X	X	X	X

Patient Outcome	Daily	Monthly	Quarterly	Annual
Trauma Team Activation	*	X	X	X
Sepsis Alert	*	X	X	X
Cardiac Alert	*	X	X	X
Cardiac Arrest	*	X	X	X
Stroke Alert	*	X	X	X

Financial Condition	Daily	Monthly	Quarterly	Annual
Break Down of Payer Mix & Collection Rate for all responses within response area			X	X

Misc. Compliance	Daily	Monthly	Quarterly	Annual
Patient Complaint Reports, details, resolution	X	X	X	X
Staffing Issues / Unable to staff ambulance	X	X	X	X
Vehicle Breakdowns while responding to, or while transporting	X	X	X	X
Ambulance Age, Miles, Condition	*	X	X	X
Reserve Ambulance Availability	*	X	X	X
Motor Vehicle Accidents, including investigation	X	X	X	X
Rate / Fee for Service Schedule				X

* These items may be requested on a daily basis at the request of the Fire Chief or his/her designee

All reports will be produced and delivered in formats that allow review and reorganization of the information that may be shared with Greeley Fire Department leadership. Examples would be Word, Excel, or other formats approved by the Fire Chief or his/her designee.

The Fire Chief reserves the right to add or change data requests that will help improve efficient and effective 911 response in the service area.