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**CITY OF GREELEY  
Purchasing**

**Request for Proposal  
RFP #FL19-03-033**

**EMS STRATEGIC ASSESSMENT AND ANALYSIS**

**for**

**City of Greeley Fire Department**

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**SECTION 00110**  
**RFP #FL19-03-033**

**REQUEST FOR PROPOSALS**

The City of Greeley, Colorado under Section 4.20.090 "Competitive Sealed Proposals" is soliciting proposals for EMS STRATEGIC ASSESSMENT AND ANALYSIS. **Sealed** proposals must be received at City of Greeley, City Center South, Attention: Linda Ingram, 1001 11<sup>th</sup> Avenue, Second Floor, Greeley, CO 80631 **before April 30, 2019, by 2:00 p.m.** No late, faxed or electronic bids will be accepted.

The necessary documents are available online at the Rocky Mountain Online Bid System site (Bidnet). Go to <http://www.RockyMountainBidSystem.com>, in the upper right corner of the screen choose "Login" if your company has a login established or "Register" if it is the first time you are visiting this site. Follow the prompts for the option chosen. Select "Search for Open Bids and Addenda by Agency" and then select "City of Greeley." Bid opportunities will be listed, in bid due date sequence, by project name and bid number.

A pre-proposal meeting will be held on April 8, 2019, at 2:00 p.m. at City Hall, Lower Level Training Room, Greeley, CO 80631. All interested vendors are invited to attend.

Proposals submitted must include the information as outlined in the selection criteria section. This is the information the firm will be evaluated upon.

No proposals shall be withdrawn for a period of sixty (60) days after receipt of proposals.

The City of Greeley retains the right to reject any and all proposals and to re-solicit if deemed to be in the best interest of the City of Greeley.

Questions pertaining to the project may be directed to Linda Ingram at [linda.ingram@greeleygov.com](mailto:linda.ingram@greeleygov.com) no later than April 15, 2019.

Linda Ingram, Contract Specialist II  
City of Greeley, Colorado  
Purchasing Division

Greeley Website  
April 1, 2019

**REQUEST FOR PROPOSALS (RFP)**  
**RFP #FL19-03-033**

Procurement Contact: Linda Ingram  
Email Address: Linda.ingram@greeleygov.com  
Telephone Number: 970-350-9325

**Proposals must be received no later than:**

April 30, 2019, before 2:00 p.m. local time

*Proposals received after this date and time will not be considered for award.*

**The City only accepts proposals in hard copy format and does NOT accept proposals submitted via fax or email. Proposals are to be submitted in a sealed package with the following on the outside of the envelope:**

Company Name  
RFP Title: EMS STRATEGIC ASSESSMENT AND ANALYSIS  
RFP Number: FL19-03-033  
Due Date and Time: 04-30-2019 BY 2:00 PM

**Package must include:**

- 5 Hard Copies and One (1) complete copy of Proposal on a flash drive

**Deliver proposals to:**

City of Greeley  
Linda Ingram  
1001 11<sup>th</sup> Avenue, Second Floor  
Greeley, Colorado 80631

| <b>Schedule of Events (subject to change)</b> | <b>All times are given in local Colorado time</b>   |
|---|---|
| RFP Issued                                    | April 1, 2019   |
| Pre-Proposal Conference                       | April 8, 2019 @ 2:00pm<br>City Hall Lower Level Training Room, 1000<br>10 <sup>th</sup> Street, Greeley, CO 80631 |
| Inquiry Deadline                              | April 15, 2019  |
| Final Addendum Issued                         | April 18, 2019  |
| Proposal Due Date and Time                    | April 30, 2-19 @ 2:00 pm  |
| Interviews (tentative)                        |   |
| Notice of Award (tentative)                   |   |

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## **EXHIBITS**

| <b>Exhibit</b> | <b>Title</b>             |
|----------------|--------------------------|
| 1              | Proposal Acknowledgement |
| 2              | Sample Contract          |
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## **SECTION I. BACKGROUND, OVERVIEW, AND GOALS**

### **A. Background**

The City of Greeley, Colorado City Council is governed by a set of Core Values, a Mission Statement, and four City Council priorities (Attachment A).

The City of Greeley Fire Department provides an all-hazards fire and emergency response service to approximately 107,000 residents across 64 square miles from six (6) fire stations. A seventh fire station expected to open in July 2020.

The current model of EMS care delivery in the City of Greeley involves fire department Advanced Life Support (ALS) first-response using six (6) ALS fire engines, two (2) BLS ladder trucks, and a contractual relationship with Banner Health Paramedics, to deliver ALS care and transport service.

Commencing in February 2018, the Greeley Fire Department began deploying Squad 1, a Community Paramedic Unit staffed with a Paramedic and Behavioral Health personnel. Squad 1 is available Monday through Thursday between the hours of 0600 and 1800hrs. The unit responds to calls determined to be non-emergent.

A nine (9) year call load comparison has been completed for years 2010 through 2018. In 2018, the Greeley Fire Department responded to a total of 14,004 emergency calls, with 11,289, or 70.22% of those calls being classified as Emergency Medical Services (Attachment B).

Historically, Banner Health, has provided ambulance transport service to the communities of Weld County, including the City of Greeley. Banner Health is the operator of the only community hospital in the city limits.

University of Colorado Health is building a second hospital in the city limits with a tentative opening date of May 2019.

On December 1, 2017, the City of Greeley and Banner Health entered into the following agreements:

- An Exclusive 911 Ambulance Services Agreement for the City of Greeley and Greeley Fire Department Response Area (Attachment C);
- License Agreement for Ambulance Spaces/Bays (Attachment D); and,
- Paramedic Services Agreement (Attachment E).

Both Parties have agreed to amendments to the original Exclusive 911 Ambulance Services Agreement (Attachment F).

This service arrangement between the City of Greeley and Banner Health became a discussion in labor negotiations between the City of Greeley and Greeley Firefighters Local 888 and resulted in agreement to create a labor and management Task Force (Amendment G).

The Greeley Fire Department is currently engaged in a Strategic Planning Process which, in part, seeks to evaluate the current and future Emergency Medical Services (EMS) Deployment, Response, and Transport System in the City of Greeley, Colorado.

## **B. Overview**

The City of Greeley, CO, Purchasing Department and the Greeley Fire Department are requesting proposals for a competent, experienced consultant to perform an Operational Analysis and Assessment of the current Emergency Medical Services (EMS) Deployment, Response and Transport System in the City of Greeley, Colorado. The consultant shall be responsible for a comprehensive analysis and assessment of the current EMS system, which is a combined system consisting of the Greeley Fire Department, Banner Health Paramedics, and Weld County Regional Communications Center. Additionally, the consultant shall provide a comprehensive analysis and assessment of alternative EMS system options. The assessment and analysis shall define acceptable levels of service for the City of Greeley that are based on nationally recognized standards and best practices, to include but not limited to the National Fire Protection Association 1710, Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments. The consultant will be responsible for making final recommendations of the analysis and assessment to the City of Greeley City Council and Staff members.

## **C. Goals**

The primary intent of this request for proposal is to retain a consultant who can complete a comprehensive analysis and assessment on the feasibility of the current City of Greeley Fire Department EMS delivery model and to evaluate alternative models, which include EMS deployment, response, and transport. The completed analysis will be used to provide direction in creating a high performance 911 EMS system for the City of Greeley that is clinically-driven, evidence-based, cost-effective, and sustainable.

The purpose of the project is to:

1. Establish objective and measurable performance standards that reflect the City's core values and objectives
2. Evaluate the current ambulance system performance
3. Establish goals for delivering EMS and transport services into the future
4. Identify alternative service delivery services including capital and operating costs
5. Recommend a future service delivery system best suited for the City of Greeley
6. Develop a transition plan from the current system to the recommended system

The requested analysis and assessment is part of the City of Greeley Fire Department's efforts to evaluate its existing EMS Deployment, Response and Transport System and to make recommendations for long term success, viability and stability, and improved efficiency and safety for EMS services and citizens.

The following general guiding principles and objectives regarding preparation and completion of the analysis are provided as further general guidance regarding the expectations for the analysis:

- The consultant should develop specific recommendations for the City of Greeley Fire Department that are built on a comprehensive analysis of clinical evidence and research, best practices, and recognized standards in EMS Deployment, Response, and Transport.

- The consultant should have no pre-conceived preference of outcome or model and shall engage all necessary resources with the necessary skills and expertise in both EMS and Fire modeling to ensure the best and most efficient recommendations are achieved as part of this project that are in the best interest of the residents and visitors of the City of Greeley.

The consultant will present a comprehensive report in both written and electronic format and the consultant will present their findings and recommendations to City of Greeley City Council and Department's leadership team.

| TIMELINE |   |  |                            |
|----------|---|--|----------------------------|
| 1        | Issue RFP                               |  | April 1, 2019              |
| 2        | Pre-Bid Conference Meeting              |  | April 8, 2019 @ 2pm (MDT)  |
| 3        | Deadline for Written Questions          |  | April 15, 2019 @ 5pm (MDT) |
| 4        | Proposal Submittal Deadline             |  | April 30, 2019 @ 5pm (MDT) |
| 5        | Estimated Notification Selection        |  | May 6, 2019 (Tentative)    |
| 6        | Estimated AGREEMENT Date                |  | May 10, 2019 (Tentative)   |
| 7        | Analysis and Assessment Completion Date |  | December 1, 2019           |

## SECTION II. STATEMENT OF WORK

### A. Scope of Services

The proposed project shall include, but is not limited to, the following components:

1. Conduct fact finding interviews of the following individuals/groups
  - a. City Manager, Fire Chief and Fire Department Leadership
  - b. Task Force Members
2. Description of professional best practices and National Standards for EMS service delivery expressed in performance benchmarks, to include but not limited to, response times and level of care. National Standards shall include, but not limited to, the National Fire Protection Association 1710, Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments.
3. Document the current condition, including:
  - a. A quantitative analysis of EMS calls handled by the EMS system for the years of 2015 through 2018. The analysis shall include, but not be limited to:
    - i. Incident analysis (EMS, fire, Hazmat, mutual aid, rescue, T/A's) of calls by 90<sup>th</sup> percentile dispatch time, turnout time, travel time, response time, and sample size, with EMS incident performance reported separately for GFD and Banner;
    - ii. EMS call and response analysis to include, but not limited to:
      1. Number of calls
      2. Call frequency
      3. Call type

4. Elements of time
5. Performance
- b. A review and analysis of:
  - i. Staffing and personnel allocation;
  - ii. Adequacy of training;
  - iii. Medical protocols;
  - iv. Ambulance assignment location;
  - v. Funding;
  - vi. Field Instructor program
  - vii. Disciplinary Process and Corrective Action Plans;
  - viii. Quality Assurance / Quality Improvement;
  - ix. EMS Equipment and Apparatus Technology;
  - x. Continuity of Patient Care;
  - xi. Incident Command;
  - xii. EMS Performance Standards and Reporting;
  - xiii. Rate/Fee Schedule;
  - xiv. Billing Practices and Costs;
  - xv. EMS Collection Rates;
  - xvi. Operating Expenditures;
  - xvii. Financial Sustainability;
  - xviii. Impact to the City of Greeley Budget;
  - xix. Impact to the Taxpayer;
  - xx. Community population and demographics;
  - xxi. Residential, commercial, industrial and municipal features of the community;
  - xxii. Policies and agreements that may determine staffing levels and practices;
  - xxiii. Municipal ordinances related to EMS delivery;
  - xxiv. Mutual aid agreements;
  - xxv. Prior studies if appropriate;
  - xxvi. Management practices;
  - xxvii. Budget;
  - xxviii. Succession planning;
  - xxix. Vehicles, replacement plans, and future needs assessment.
4. Recommend performance goals that:
  - a. are objective and measurable;
  - b. reflect the City's objective of providing the best patient care at a reasonable cost and financially sustainable within the City's means;
  - c. are consistent within the City's core values; and,
  - d. represent professional best practices.
5. Identify and describe all alternative service models including, but not limited to, for each model:
  - a. Resource needs;
  - b. Capital cost to the City, if applicable;
  - c. Annual operating cost for a 5-year period;
  - d. Revenue sources and amounts for a 5-year period;
  - e. Identification of the potential regulatory, fiscal, and cultural constraints associated with each model and develop and present strategies for mitigating these constraints; and,

- f. Identification of potential operational risks with each model and develop and present strategies for mitigating these risks.

The alternative service model component of the project shall include:

1. Contract service,
  2. Fire-Based Transport service operated by the Greeley Fire Department; and,
  3. Any other Alternative service options that may be available.
6. A draft report shall be delivered electronically to the point of contact at least ten (ten) business days in advance of a site visit where the draft report will be reviewed and discussed.
  7. Final report shall include, but is not limited to:
    - a. a detailed comparison of direct/indirect costs of all proposed alternative solution(s) to that of a more traditional solution. Such comparison should include all related direct/indirect costs and economies of scale, including, but not limited to, existing resources and infrastructure, salaries, overtime, etc.
    - b. an evaluation of emergency and non-emergency out of city response and transports and their effect on emergency response times.
    - c. a historical growth analysis from an EMS perspective and provide future growth and system impact estimates based on existing and future trends and factored likely to impact growth. Should include analysis of expected impacts of future growth on current billing payer mix.
    - d. an evaluation of reserve transport units for the current and future EMS deployment, response and transport system.
  8. Final report:
    - a. Five (5) bound and organized final reports and one (1) complete copy on a flashdrive to be delivered to the City in conjunction with an on-site presentation that reviews the key findings of the report that will be done for appropriate officials and EMS department personnel.
    - b. All data, photographs and related information gathered during the review shall be surrendered to and be deemed property of the City upon payment of final invoice.
  9. The following end of project site visits are required:
    - a. Presentation of the initial draft report to the City Manager, Fire Chief and Task Force Members; and,
    - b. Presentation of the Final Report of the city Council at a public meeting.

#### Optional Services

1. Consultant's proposals shall include pricing to perform an optional service to prepare a draft Request for Proposal for a competitive process to contract for ambulance transport services within the City and a draft agreement for contract ambulance transport services.

## **B. Period of Award**

The completion date of providing the required product and services shall be December 1, 2019.

If the City desires to extend the contract, no later than thirty (30) days prior to expiration, the City's Purchasing Contact may send a notice in writing to the vendor requesting firm pricing for the next twelve-month period. After the City evaluates the firm pricing proposal from the vendor, it will determine whether to extend the contract. All awards and extensions are subject to annual appropriation of funds. The provisions of the foregoing paragraphs with respect to extensions of the terms of the contract shall be null and void if the contract has been terminated or revoked during the initial term or any extension thereof. All decisions to extend the contract are at the option of the City.

## **C. Minimum Mandatory Qualifications of Offeror**

### General Requirements of Consultant:

- A minimum of five (5) years' experience providing consultation for similar sized projects. Experience must include:
  - Demonstrated experience in regard to the operations, structure, staffing and other issues critical to the effective operation of fire, rescue and EMS services in a full-time Fire Department;
  - Demonstrated experience in private ambulance systems, public ambulance systems, Fire-Based systems, and mixed systems;
  - Demonstrated experience in Fire/EMS deployment or standards of cover models;
  - Demonstrated experience in clinically-justified and evidence-based response time performance standards;
  - Demonstrated experience in financial analysis and forecasting of Fire and EMS systems;
- Ability to complete the objectives within the time frame specified;

### Additional Requirements:

- The proposal should include resumes for key employees of the contractor as well as any sub-contractors;
- The proposal should include examples of similar projects, including client contact name, date of completion, and key staff participants;
- The proposal should include timelines and anticipated completion dates for major objectives and benchmarks;
- The proposal should detail how the contractor will evaluate direct/indirect cost estimates to address the challenges identified in the City of Greeley.

### General Guiding Principles and Objectives:

The following general guiding principles and objectives regarding preparation and completion of the study are provided as further general guidance regarding the expectations for the study:

- The consultant should develop specific recommendations, including specific dollar costs or savings, and include such recommendations in their final reports as necessary to accomplish the overall objectives of this project.
- The consultant should have no pre-conceived preference of outcome or model and shall engage all necessary resources with the necessary skills and expertise in both EMS and Fire modeling to ensure the best and most efficient recommendations are achieved as part of this project that are in the best interest of the residents and visitors of the City of Greeley.
- The consultant should plan to utilize the feedback of:
  - Fire, EMS and 911 Center staff as assigned and as necessary to gather the required data or other information necessary to perform contracted work.
  - Objective data to evaluate the response system components, and identify operations changes that may impact level of service and the extent of such impacts (i.e. response times, etc.)
  - Greeley Fire Department personnel, Banner Health Leadership, and other partners as necessary and available to gather the required data, determine resource levels, or other information necessary to perform contracted work.
  - Previous EMS transport assessment studies and analysis will be made available to the consultant.
  - Any other resources as necessary to perform contracted work.

### **SECTION III. ADMINISTRATIVE INFORMATION**

#### **A. Issuing Office:**

The City's contact name listed herein is to be the sole point of contact concerning this RFP. Offerors shall not directly contact other personnel regarding matters concerning this RFP or to arrange meetings related to such.

#### **B. Official Means of Communication:**

All official communication from the City to offerors will be via postings on an electronic solicitation notification system, the Rocky Mountain Bid System ([www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com)). The Purchasing Contact will post notices that will include, but not be limited to, proposal document, addenda, award announcement, etc. It is incumbent upon offerors to carefully and regularly monitor the Rocky Mountain Bid System for any such postings.

#### **C. Inquiries:**

Prospective offerors may make written inquiries by e-mail before the written inquiry deadline concerning this RFP to obtain clarification of requirements. There will be opportunity to make inquiries during the pre-proposal conference, if any. No inquiries will be accepted after the deadline. Inquiries regarding this RFP (be sure to reference RFP number) should be referred to:

E-Mail: [linda.ingram@greeleygov.com](mailto:linda.ingram@greeleygov.com)  
 Subject Line: RFP #FL19-03-033

Response to offerors' inquiries will be published as addenda on the Rocky Mountain Bid System in a timely manner. Offerors cannot rely on any other statements that clarify or alter any specification or other term or condition of the RFP.

**Should any interested offeror, sales representative, or manufacturer find any part of the listed specifications, terms and conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify the Purchasing Contact of such matters immediately upon discovery.**

**D. Insurance: (Exhibit 4)**

The successful contractor will be required to provide a Certificate of Insurance or other proof of insurance naming the City of Greeley as "additional insured". Coverage must include COMMERCIAL GENERAL LIABILITY coverage with minimum limits of \$2,000,000, and WORKER'S COMPENSATION coverage with limits in accordance with State of Colorado requirements.

COMPREHENSIVE AUTOMOBILE LIABILITY with minimum limits for bodily injury and property damage coverage of at least \$1,000,000, plus an additional amount adequate to pay related attorneys' fees and defense costs, for each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of this Agreement.

The City shall be named as additional Insured for General and Auto Liability Insurance.

**E. Modification or Withdrawal of Proposals:**

Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

**F. Minor Informalities:**

Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that can be waived or corrected without prejudice to other vendors. The Purchasing Manager may waive such informalities or allow the vendor to correct them depending on which is in the best interest of the City.

**G. Responsibility Determination:**

The City will make awards only to responsible vendors. The City reserves the right to assess offeror responsibility at any time in this RFP process and may not make a responsibility determination for every offeror.

**H. Acceptance of RFP Terms:**

A proposal submitted in response to this RFP shall constitute a binding offer. The autographic signature of a person who is legally authorized to execute contractual obligations on behalf of the offeror shall indicate acknowledgment of this condition. A submission in response to this RFP acknowledges acceptance by the offeror of all terms and conditions as set forth herein. An offeror shall identify clearly and thoroughly any variations between its proposal and the RFP in the cover letter. Failure to do so shall be deemed a waiver of any



rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

**I. Protested Solicitations and Awards:**

Right to protest. Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract must protest in writing to the City Manager as a prerequisite to seeking judicial relief. Protestors are urged to seek informal resolution of their complaints initially with the Purchasing Manager. A protest shall be submitted within ten (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto. A protest with respect to an invitation for bids or request for proposals shall be submitted in writing prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to such protests prior to bid opening or the closing date for proposals.

1. Stay of procurement during protests. In the event of a timely protest under Subsection (A) of this Section, the Purchasing Manager shall not proceed further with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted or until the City Manager makes a written determination on the record that the award of a contract without delay is necessary to protect substantial interest of the City. (Ord. 75, 1984 §2 (part))

**J. Confidential/Proprietary Information:**

All proposals will be confidential until a contract is awarded and fully executed. At that time, all proposals and documents pertaining to the proposals will be open for public inspection, except for the material that is proprietary or confidential. However, requests for confidentiality can be submitted to the Purchasing Contact provided that the submission is in accordance with the following procedures. This remains the *sole responsibility* of the offeror. The Purchasing Contact will make no attempt to cure any information that is found to be at a variance with this procedure. The offeror may not be given an opportunity to cure any variances after proposal opening. **Neither a proposal in its entirety, nor proposal price information will be considered confidential/proprietary.** Questions regarding the application of this procedure must be directed to the Purchasing Contact listed in this RFP.

**K. Acceptance of Proposal Content:**

The contents of the proposal (including persons specified to implement the project) of the successful contractor shall become contractual obligations into the contract award. Failure of the successful offeror to perform in accordance with these obligations may result in cancellation of the award and such offeror may be removed from future solicitations.

**L. RFP Cancellation:**

The City reserves the right to cancel this RFP at any time, without penalty.

**M. Negotiation of Award:**

In the event only one (1) responsive proposal is received by the City, the City reserves the right to negotiate the award for the services with the offeror submitting the proposal in lieu of accepting the proposal as is.

**N. Contract: (Exhibit 2)**

A sample copy of the contract award the City will use to contract for the services specified in this RFP is included as Exhibit 2 for your review. The attached contract is only a sample and is not to be completed at this time.

**O. RFP Response/Material Ownership:**

All material submitted regarding this RFP becomes the property of the City of Greeley, unless otherwise noted in the RFP.

**P. Incurring Costs:**

The City is not liable for any cost incurred prior to issuance of a legally executed contract and/or a purchase order.

**Q. Utilization of Award by Other Agencies:**

The City of Greeley reserves the right to allow other State and local governmental agencies, political subdivisions, and/or school districts to utilize the resulting award under all terms and conditions specified and upon agreement by all parties. Usage by any other entity shall not have a negative impact on the City of Greeley in the current term or in any future terms.

**R. Non-Discrimination:**

The offeror shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.

**S. News Releases:**

Neither the City, nor the offeror, shall make news releases pertaining to this RFP prior to execution of the contract without prior written approval of the other party. Written consent on the City's behalf is provided by the Public Information Office.

**T. Certification of Independent Price Determination:**

1. By submission of this proposal each offeror certifies, and in the case of a joint proposal each party, thereto certifies as to its own organization, that in connection with this procurement:
  - a) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
  - b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly to any other offeror or to any competitor; and
  - c) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
2. Each person signing the Request for Proposal form of this proposal certifies that:
  - a) He/she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that

he/she has not participated, and will not participate, in any action contrary to (1.a) through (1.c) above; or

- b) He/she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1.a) through (1.c) above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to (1.a) through (1.c) above.

3. A proposal will not be considered for award where (1.a), (1.c), or (2.) above has been deleted or modified. Where (1.b) above has been deleted or modified, the proposal will not be considered for award unless the offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the City's Purchasing Manager, or designee, determines that such disclosure was not made for the purpose of restricting competition.
4. The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

**U. Taxes:**

The City of Greeley is exempt from all federal excise taxes and all Colorado State and local government sales and use taxes. Where applicable, contractor will be responsible for payment of use taxes.

**V. Assignment and Delegation:**

Neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

**W. Availability of Funds:**

Financial obligations of the City of Greeley payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void without penalty to the City.

**X. Standard of Conduct:**

The successful firm shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee as may be necessary.

The City may request the successful firm to immediately remove from this assignment any employee found unfit to perform duties due to one or more of the following reasons:

1. Neglect of duty.
2. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
3. Theft, vandalism, immoral conduct or any other criminal action.
4. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment for the City.

Agents and employees of Contractor or Consultant working in City facilities shall present a clean and neat appearance. Prior to performing any work for the City, the Contractor or Consultant shall require each of their employees to wear ID badges or uniforms identifying: the Contractor or Consultant by name, the first name of their employee and a photograph of their employee if using an ID badge. Their employee shall wear or attach the ID badge to the outer garments at all times.

**Y. Damages for Breach of Contract:**

In addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract, if the City terminates this Contract, in whole or in part, due to Contractor's breach of any provision of this Contract, Contractor shall be liable for actual and consequential damages to the City.

**Z. Other Statutes:**

1. The signatory hereto avers that he/she is familiar with Colorado Revised Statutes , 18-8-301, et seq. (Bribery and Corrupt Influence) and 18-8-401, et seq. (Abuse of Public Office) as amended, and that no violation such provisions is present.
2. The signatory hereto avers that to his/her knowledge, no City of Greeley employee has any personal or beneficial interest whatsoever in the service or property described herein. See CRS 24-18-201 and CRS 24-50-507.

## **SECTION IV. PROPOSAL SUBMISSION**

Following are the response requirements for this RFP. All specific response items represent the minimum information to be submitted. Deletions or incomplete responses in terms of content or aberrations in form may, at the City's discretion, render the proposal non-responsive.

**Offerors shall submit in a sealed package:**

- 5 Hard Copies and One (1) complete copy of Proposal on a flash drive

To facilitate the evaluation, offeror shall submit and organize all responses in the same order as listed in Section V. Proposals that are determined to be at a variance with this requirement may not be accepted. The City only accepts proposals in hard copy format and does not accept proposals submitted via fax or email.

Late proposals will not be accepted. It is the responsibility of the offeror to ensure that the proposal is received at the City of Greeley's Purchasing Division on or before the proposal due date and time.

The outside of the package will include the following information:

- Company Name
- RFP Number
- RFP Title
- Due Date and Time

## **SECTION V. RESPONSE FORMAT**

The following items are to be included in your proposal, in the order listed. Deviation from this may render your proposal non-responsive.

- A. Cover Letter.** Include a cover letter introducing your company, summarizing your qualifications, and detailing any exceptions to this RFP (please note that significant exceptions may make your proposal non-responsive). This letter should also provide principal contact information for this RFP, including address, telephone number, fax number, e-mail, and website (if applicable).
- B. Use of Subcontractors/Partners.** There may be areas for use of subcontractors or partners in this project. If you are utilizing this approach, your proposal must list the subcontractors/partners, their area(s) of expertise, and include all other applicable information herein requested for each subcontractor/partner. Please keep in mind that the City will contract solely with your company, therefore subcontractors/partners remain your sole responsibility.
- C. Minimum Mandatory Qualifications.** Include an itemized description of how your company meets each of the minimum mandatory qualifications outlined in Section II, C. Failure to meet or exceed these requirements will disqualify your response.
- D. Company Information**
1. Provide the following information as listed: Company Name, Address, Phone Number, and Names of Principals.
  2. Identify the year in which your company was established and began providing consulting services.
  3. Describe any pending plans to sell or merge your company.
  4. Provide a comprehensive listing of all the services you provide.
- E. Evaluation Criterion #1 - e.g., Company and Personnel Qualifications**
1. Describe your customer service philosophy.
  2. Provide information from at least three accounts of similar scope. Include, at a minimum, the following information: 1) company name, 2) contact name, 3) phone number, 4) fax number, 5) email address, 6) brief description of project scope and value, 7) status of project. The City reserves the right to contact the references provided in your proposal as well as other references without prior notification to you.
  3. List the number of people that you can commit to working on this project and the amount of time each is expected to spend on the project.
  4. Provide the names and resumes of the key personnel that will be performing the proposed services, including the primary project manager.

5. List the names of the subcontractors you expect to use, the services to be provided by the subcontractors and the amount of time that each is expected to spend on the project. Also, include the names and resumes of the key subcontractor personnel who will be working on the project.
6. Provide a specific timeline or schedule for the work. (Spell out mile marks if needed. Example: including development of preliminary design & cost estimates, meetings with City staff, completion of final design, cost estimates and bidding documents.) Show milestones and completion dates on the schedule.
7. Describe the methods and timeline of communication your firm will use with the City's project manager, other involved City staff, and other interested parties.

**Evaluation Criterion #2 – e.g., Approach to Scope of Work**

1. Describe any project approaches or ideas that you would apply to this project and that you feel would enhance the quality of your services.
2. Describe how the team will handle quality control, specifically how design issues would be monitored and resolved, plans checked and cross-referenced and bid documents ensured to be complete, accurate, and coordinated with subcontractors.

**Evaluation Criterion #3 - e.g., Value/Cost of Efforts**

1. Provide a cost for the consulting services and products broken down per task listed under the ***Scope of Services***, listed in Section II. Show a breakdown of all reimbursable expenses required to complete the work. If applicable, the subcontractors' costs must be shown as separate items. Also, provide hourly rates for your firm and all subcontractors. These rates will be considered valid throughout the project.

**Evaluation Criterion #4 - e.g., Schedule**

1. Provide a schedule for completion of major objectives and benchmarks, to include site visits, the collection of data, analysis and assessment of data, and delivery of final report.

**F. Proposal Acknowledgement: (Exhibit 1)**

Include this form as provided in Exhibit 1.

## **SECTION VI. EVALUATION AND AWARD**

### **A. Proposal Evaluation**

All proposals submitted in response to this RFP will be evaluated by a committee in accordance with the criteria described below. Total scores will be tabulated, and the highest ranked firm will enter into negotiations.

If the City requests presentations by short-listed offerors, committee members may revise their initial scores based upon additional information and clarification received in this phase. Please note that presentations have been tentatively scheduled per the Schedule of Events on the first page of this RFP. If your company is invited to give a presentation to the committee, these dates may not be flexible.

In preparing responses, offerors should describe in great detail how they propose to meet the specifications as detailed in the previous sections. Specific factors will be applied to proposal information to assist the City in selecting the most qualified offeror for this contract. Following is the evaluation criteria that will be used. Criteria will be assigned a points value.

|    | SELECTION CRITERIA  |  | POINTS |
|----|---|--|--------|
| 1. | Experience and Qualification - A minimum of 5 years' experience |  | 35     |
| 2. | Approach to Scope of Work                                       |  | 35     |
| 3. | Timeframe   |  | 20     |
| 4. | Value/Cost of Efforts   |  | 10     |

A presentation and/or demonstration may be requested by short-listed offerors prior to award. However, a presentation/demonstration may not be required, and therefore, complete information should be submitted with your proposal.

## **B. Determination of Responsibility of the Offeror**

The City of Greeley awards contracts to responsible vendors only. The City reserves the right to make its offeror responsibility determination at any time in this RFP process and may not make a responsibility determination for every offeror.

The City of Greeley's Municipal Code defines a "Responsible Offeror" as one who has "the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance." The City reserves the right to request information as it deems necessary to determine an offeror's responsibility. If the offeror fails to supply the requested information, the City shall base the determination of responsibility upon any available information or may find the offeror non-responsible if such failure is unreasonable.

## **COOPERATIVE PURCHASING STATEMENT**

The City of Greeley encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions. To the extent, other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors; the City of Greeley supports such cooperative activities. Further, it is a specific requirement of this proposal or Request for Proposal that pricing offered herein to the City of Greeley may be offered by the vendor to any other governmental jurisdiction purchasing the same products. The vendor(s) must deal directly with any governmental agency concerning the placement of purchase orders, contractual disputes, invoicing, and payment. The City of Greeley shall not be liable for any costs or damages incurred by any other entity.



**EXHIBIT 1**  
**PROPOSAL ACKNOWLEDGEMENT**

The offeror hereby acknowledges receipt of addenda numbers \_\_\_\_\_ through \_\_\_\_\_.

Falsifying this information is cause to deem your proposal nonresponsive and therefore ineligible for consideration. In addition, falsification of this information is cause to cancel a contract awarded based on one or both of the above preferences.

By signing below, you agree to all terms & conditions in this RFP, except where expressly described in your cover letter.

\_\_\_\_\_  
Original Signature by Authorized Officer/Agent

\_\_\_\_\_  
Type or printed name of person signing

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Vendor Mailing Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Proposal Valid Until (at least for 90 days)

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Website Address

**Project Manager:**

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Vendor Mailing Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Email Address

**EXHIBIT 2**  
**SAMPLE CONTRACT**  
CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES  
**BID TITLE AND NUMBER**

This Contract is made as of \_\_\_\_\_, by and between the City of Greeley, Greeley, Colorado, hereinafter referred to as the CITY, and **Vendor Name** authorized to do business in the State of Colorado, hereinafter referred to as the CONSULTANT, whose address is **Vendor Address**.

In consideration of the mutual promises contained herein, the CITY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of **Summary of Services Providing**.

More specifically, the scope of services is attached. The services of the CONSULTANT shall be under the direction of the Project Manager who has been designated by the Director of **Name of Department** to act as the CITY'S representative during the performance of this Contract.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services upon execution of the Contract and complete all services on or before **Completion Date**, in conjunction with the attached schedule.

ARTICLE 3 - PAYMENTS TO CONSULTANT

A. The CITY shall pay to the CONSULTANT for services satisfactorily performed, based on sum not to exceed **Bid Amount**, which includes all direct charges, indirect charges, and reimbursable expenses stated in the attached document. The CONSULTANT will bill the CITY on a monthly basis or as otherwise provided for services rendered toward the completion of the Scope of Work. The amounts billed shall represent the sum of billable time (including overhead and profit) for labor hours expended plus any other allowable costs and expenses for services stated in the attached document. The CONSULTANT shall track expenditures and inform the CITY of any possible cost overrun prior to completing work that would overrun the maximum contract sum. The CITY may choose to increase the budget for the work using a mutually acceptable contract amendment or it may choose not to increase the budget and terminate the work accordingly.

B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the Project Manager, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this contract are accurate, complete, and current as of the date of this Contract.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its rights under this "Certificate" within one (1) year following final payment.

#### ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT upon 30 days' prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated by the CITY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

The CONSULTANT shall be paid for services actually rendered to the date of termination.

#### ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will, secure at its own expense all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required herein under shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in the proposal for the work, must be made known to the CITY'S representative and written approval granted by the CITY before said changes or substitutions can become effective.

The CONSULTANT declares that all services shall be performed by skilled and competent personnel to the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

#### ARTICLE 7 – SUB-CONSULTANT

The CITY reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultants in order to make a determination as to the capability of the sub-consultant to perform properly under this Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in sub-contracting opportunities.

If a sub-consultant fails to perform or make progress, as required by this Contract, and it is necessary to replace sub-consultant to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new sub-consultant by the CITY.

#### ARTICLE 8 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Colorado State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to their suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONSULTANT authorized to use the CITY'S tax exemption number in securing such materials.

The CONSULTANT shall be responsible for payment of his/her own FICA and Social Security benefits with respect to this Contract.

#### ARTICLE 9 - AVAILABILITY OF FUNDS

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract may be cancelled and the CITY shall reimburse the CONSULTANT for expenses incurred during the contract period.

#### ARTICLE 10 - INSURANCE

A. The CONSULTANT shall not commence work under this Agreement until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the CITY.

B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Colorado. The CONSULTANT shall furnish Certificates of Insurance to the CITY prior to the commencement of operations. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without ten (10) days prior written notice to the CITY. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.

C. The CONSULTANT shall maintain, during the life of this Contract, professional liability insurance (errors and omissions) in the amount of \$1,000,000 per occurrence to protect the CONSULTANT of claims for damages for negligent acts, errors or omissions in the performance of professional services under this Contract, whether such acts, errors or omissions be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.

D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the amounts of \$1,000,000 combined single limit bodily injury and \$50,000 property damage to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations by the CONSULTANT or by any directly or indirectly employed by the CONSULTANT.

E. The CONSULTANT shall maintain, during the life of this Contract, adequate Workmen's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees performing work for the CITY pursuant to this Contract.

F. All insurance, other than Workmen's Compensation and Professional Liability, is to be maintained by the CONSULTANT shall specifically include the CITY as an "Additional Insured".

#### ARTICLE 11 - INDEMNIFICATION

The CONSULTANT shall indemnify and save harmless the CITY, its agents, servants, and employees from and against any and all claims, liability, demands, losses, and/or expenses resulting from any negligent act or omission of the CONSULTANT, its agents, servants, sub-consultant, suppliers or employees in the performance of services under this Contract. Such duty to indemnify and save harmless the CITY shall be for an amount represented by the degree or percentage of negligence or fault attributable to the CONSULTANT its agents, servants, sub-consultants, suppliers or employees. If the CONSULTANT is providing architectural, engineering, design, or surveying services, the obligation to indemnify and pay costs, expenses, and attorneys' fees, is limited to the amount represented by the degree or percentage of negligence or fault attributable to the CONSULTANT, or the CONSULTANT'S agents, representatives, employees, servants, sub-consultants, or suppliers as determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Consultant and the City. The CONSULTANT'S indemnification obligation shall not be construed to extend to any injury, loss, or damage caused by the City's own negligence.

#### ARTICLE 12 - SUCCESSORS AND ASSIGNS

The CITY and the CONSULTANT each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the CONSULTANT shall assign, sublet, convey, or transfer its interest on this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

### ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Colorado. Any and all legal action necessary to enforce the Contract will be held in Weld County and the contract will be interpreted according to the laws of Colorado. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

### ARTICLE 14 - COLORADO LAW

The Colorado Law shall prevail as the basis for contractual obligations between the CONSULTANT and the CITY for any terms and conditions not specifically stated in this Contract.

### ARTICLE 15 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Colorado Statutes and ordinances of the City of Greeley. The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the CITY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONSULTANT. The CITY agrees to notify the CONSULTANT of its opinion by certified mail within 30 days of receipt of notification by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notification and the CONSULTANT shall, at his/her option, enter into said association, of interest with respect to services provided to the CITY by the CONSULTANT under the terms of this Contract.

### ARTICLE 16 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONSULTANT'S control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the CITY'S omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and

severe weather conditions. If failure to perform is caused by the failure of the CONSULTANT'S sub-consultant(s) to perform or make progress, and if such failure arises out of causes reasonably beyond the control of the CONSULTANT and its sub-consultant(s) and is without the fault or negligence of either of them, the CONSULTANT shall not be deemed to be in default.

Upon the CONSULTANT'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

#### ARTICLE 17 - ARREARS

The CONSULTANT shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased, under this Contract or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY. The CITY shall indemnify and hold CONSULTANT harmless for any claim or liability arising from any use or reuse of the documents for any purpose other than the project and scope of work for which they were prepared.

#### ARTICLE 19 - INDEPENDENT CONSULTANT RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, as Independent Consultant, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the CITY shall be that of an independent CONSULTANT and not as employees or agents of the CITY.

The CONSULTANT does not have the power or authority to bind the CITY in any promise, agreement, or representation other than specifically provided for in this agreement.

## ARTICLE 20 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

## ARTICLE 21 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CITY'S cost, upon five (5) days written notice.

## ARTICLE 22 - NONDISCRIMINATION

The CONSULTANT declares and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, or national origin.

## ARTICLE 23 - SURVIVAL

All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

## ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

## ARTICLE 25 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.



## ARTICLE 26 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and declares that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

## ARTICLE 27 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

## ARTICLE 28 - AMENDMENTS AND MODIFICATION

No amendment and/or modifications of this Contract shall be valid unless in writing and signed by each of the parties.

The CITY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY'S notification of a contemplated change, the CONSULTANT shall (1) if requested by CITY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY in writing if the contemplated change shall effect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall issue a Contract Amendment or Change Order and the CONSULTANT shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

## ARTICLE 29 - COMPLIANCE WITH C.R.S. § 8-17.5-101

- A. By signing this Agreement, the CONSULTANT certifies that at the time of the Certification, it does not knowingly employ or contract with any Illegal alien who will perform work under this Contract.
- B. By signing this Agreement, the CONSULTANT certifies that it shall not knowingly employ or contract with any illegal aliens to perform work under this contract; nor enter into a contract with any sub-consultant that knowingly employs or contracts with an illegal alien to perform work under this contract.
- C. CONSULTANT has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify program or the Colorado Department of Labor and Employment Program.

- D. The CONSULTANT is prohibited from using the E-Verify program or the Department of Labor and Employment Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.
- E. By signing this agreement the CONSULTANT affirmatively acknowledges that if the CONSULTANT obtains actual knowledge that a sub-consultant performing work under the public contract for services knowingly employs or contracts with an illegal alien, the CONSULTANT shall be required to:
  - (i) notify the sub-consultant and the contracting state agency or political subdivision within three days that the CONSULTANT has actual knowledge that the sub- consultant is employing or contracting with an illegal alien; and
  - (ii) terminate the subcontract with the sub-consultant if within three days of receiving the notice required pursuant to sub-subparagraph (i) of this subparagraph the sub-consultant does not stop employing or contracting with the illegal alien; except that the CONSULTANT shall not terminate the contract with the sub- consultant if during such three days the sub-consultant provides information to establish that the sub-consultant has not knowingly employed or contracted with an illegal alien.
- F. The CONSULTANT shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment.
- G. The CONSULTANT shall, within twenty days after hiring an employee who is newly hired for employment to perform work under this contract, affirm that the CONSULTANT has examined the legal work status of such employee, retained file copies of the Documents required by 8 U.S.C. § 1324(a) , and not altered or falsified the identification documents for such employees. The CONSULTANT shall provide a written notarized copy of the affirmation to the CITY.
- H. If CONSULTANT violates any provision of this Contract pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the CITY may terminate this Contract. If this Contract is so terminated, CONSULTANT shall be liable for actual and consequential damages to the CITY arising out of CONSULTANT'S violation of Subsection 8-17.5-102, C.R.S.
- I. By signing this Agreement, the CONSULTANT certifies that it shall in all respects comply with the provisions of C.R.S. § 8-17.5-101, et seq.

#### ARTICLE 30 – ELECTRONIC SIGNATURES

The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

## ARTICLE 31 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

City of Greeley  
Project Representative Information  
Greeley, CO 80631  
Ph: 970-  
Fax: 970-  
Email:

and if sent to the CONSULTANT shall be mailed to:

Vendor Information  
Ph:  
Fax:  
Email:

IN WITNESS WHEREOF, the parties have made and executed this Contract and have hereunto set his/her hand the day and year above written.

City of Greeley, Colorado

Vendor Name

Approved as to Substance

\_\_\_\_\_  
City Manager-Roy Otto

\_\_\_\_\_  
By

\_\_\_\_\_  
Reviewed as to Legal Form

\_\_\_\_\_  
Title

OFFICE OF THE CITY ATTORNEY

By: \_\_\_\_\_  
City Attorney-Doug Marek

Certification of Contract  
Funds Availability

\_\_\_\_\_  
Director of Finance-Victoria Runkle

ACORD™

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/14/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |  |                |
|---|--|----------------|
| PRODUCER<br><b>ABC Insurance Company</b><br><b>P. O. Box 1234</b><br><b>Anywhere, USA</b> | CONTACT NAME:                            |                |
|   | PHONE (A/C, No, Ext):                    | FAX (A/C, No): |
|   | E-MAIL ADDRESS:                          |                |
|   | PRODUCER CUSTOMER ID #:                  |                |
| INSURED<br><br><b>Sample Certificate</b>  | INSURER(S) AFFORDING COVERAGE            |                |
|   | INSURER A : <b>Financial Rating of A</b> |                |
|   | INSURER B :                              |                |
|   | INSURER C :                              |                |
|   | INSURER D :                              |                |
|   | INSURER E :                              |                |
|   | INSURER F :                              |                |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |                     |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|---------------------|
|          | <b>GENERAL LIABILITY</b>   |           |          |               |                         |                         | EACH OCCURRENCE  | <b>\$1,000,000</b>  |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                               |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence)  | <b>\$100,000</b>    |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                 |           |          |               |                         |                         | MED EXP (Any one person)   | <b>\$5,000</b>      |
|          |  |           |          |               |                         |                         | PERSONAL & ADV INJURY  | <b>\$1,000,000</b>  |
|          |  |           |          |               |                         |                         | GENERAL AGGREGATE  | <b>\$2,000,000</b>  |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:   |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG   | <b>\$2,000,000</b>  |
|          | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          |               |                         |                         |  | \$                  |
|          | <b>AUTOMOBILE LIABILITY</b>  |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident)  | <b>\$ 1,000,000</b> |
|          | <input checked="" type="checkbox"/> ANY AUTO   |           |          |               |                         |                         | BODILY INJURY (Per person)   | \$                  |
|          | <input type="checkbox"/> ALL OWNED AUTOS   |           |          |               |                         |                         | BODILY INJURY (Per accident)   | \$                  |
|          | <input type="checkbox"/> SCHEDULED AUTOS   |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident)   | \$                  |
|          | <input checked="" type="checkbox"/> HIRED AUTOS  |           |          |               |                         |                         |  | \$                  |
|          | <input checked="" type="checkbox"/> NON-OWNED AUTOS  |           |          |               |                         |                         |  | \$                  |
|          |  |           |          |               |                         |                         |  | \$                  |
|          | <b>UMBRELLA LIAB</b>   |           |          |               |                         |                         | EACH OCCURRENCE  | \$                  |
|          | <input type="checkbox"/> EXCESS LIAB   |           |          |               |                         |                         | AGGREGATE  | \$                  |
|          | <input type="checkbox"/> DEDUCTIBLE  |           |          |               |                         |                         |  | \$                  |
|          | <input type="checkbox"/> RETENTION \$  |           |          |               |                         |                         |  | \$                  |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>   |           |          |               |                         |                         | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |                     |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                    |           |          |               |                         |                         | E.L. EACH ACCIDENT   | <b>\$100,000</b>    |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below   |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE   | <b>\$100,000</b>    |
|          |  |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT  | <b>\$500,000</b>    |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**City of Greeley is named as Additional Insured on General Liability. Waiver of subrogation is included on Work Compensation. This insurance is primary and noncontributory to insurance policies held by the City.**

## CERTIFICATE HOLDER

## CANCELLATION

|  |  |
|--|--|
| <b>City of Greeley</b><br><b>1000 10th St</b><br><b>Greeley, CO 80631-3808</b> | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|  | AUTHORIZED REPRESENTATIVE  |

RFP FL19-03-033  
EMS STRATEGIC ASSESSMENT AND ANALYSIS  
Debarment/Suspension Certification Statement

The proposer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal, State, County, Municipal or any other department or agency thereof. The proposer certifies that it will provide immediate written notice to the City if at any time the proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstance.

DUNS # (Optional) \_\_\_\_\_

Name of Organization \_\_\_\_\_

Address \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



## City of Greeley Core Values

### Applied Wisdom

We believe that our individual and collective life experiences have given us the tools to make good judgments in addressing the issues we face. We commit to be lifelong learners.

W

### Excellence

We will perform our duties with distinction and to the best of our ability. We will strive to improve our abilities to be innovative and set a standard for others.

E

### Accountability

We recognize the profound importance that trustworthy and dependable public servants have to the viability of a community and humbly accept the challenge. Each employee is empowered to rise above circumstances to achieve the service goals set before us.

A

### Stewardship

We commit to the efficient and effective use of the resources we are provided. We will leave it better than we found it.

S

### Principled Relationships

We strive to develop, strengthen and honor caring relationships in such a way to challenge ourselves and others to be their best selves.

We acknowledge that positive results come from the investment of others in our lives. Nothing is ultimately created by oneself. We will practice the Golden Rule.

P

### Integrity

We acknowledge that we must carry out our duties with authenticity, fairness, straightforwardness and transparency in order to honor all who are entrusting us to serve them every day.

I

## WE ASPIre

Our Mission: A City Achieving Community Excellence

### City Council Priorities & Objectives

#### Image

Reinforce Greeley's vision as an attractive and vibrant community in which to live, learn, work, and play.

Community Promotion & Marketing / Healthy Neighborhoods / Youth Success / Appealing Community Entryways & Corridors / Quality of Life

#### Safety

Manage the health, safety and welfare in a way that promotes a sense of security and well-being for residents, businesses and visitors.

Crime Prevention & Suppression / Emergency Readiness & Response / Traffic Safety

#### Economic Health & Development

Foster and maintain public and private investment in business development.

Engaged Business & Industry Relationships / Economic Initiatives / Active Support of Business Development

#### Infrastructure & Growth

Establish the capital and human infrastructure to support and maintain a safe, competitive, appealing, and dynamic community.

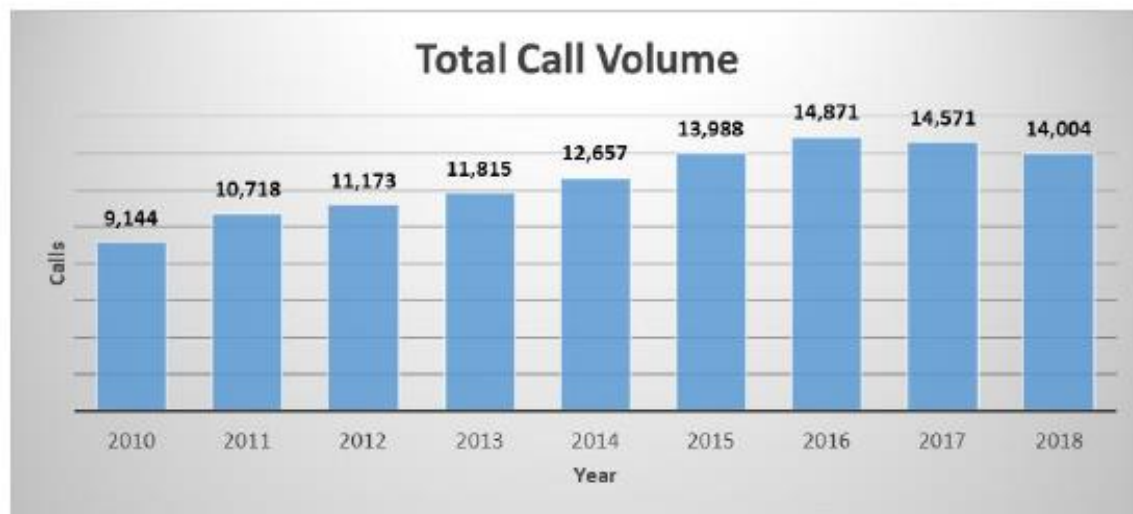
Public Facilities & Equipment / Environmental Infrastructure / Human Infrastructure / Civic Infrastructure



### Greeley Fire Department 2010-2018 Call Data

| Incident Type     | 2010  | 2011   | 2012   | 2013   | 2014   | 2015   | 2016   | 2017   | 2018   | % Change<br>8 Years |
|-------------------|-------|--------|--------|--------|--------|--------|--------|--------|--------|---------------------|
| Fires             | 317   | 345    | 380    | 284    | 291    | 238    | 287    | 317    | 301    | -5.05%              |
| EMS               | 6,632 | 7,711  | 8,027  | 7,708  | 10,661 | 11,731 | 12,623 | 12,153 | 11,289 | 70.22%              |
| Alarms            | 506   | 556    | 504    | 594    | 532    | 665    | 712    | 637    | 763    | 50.79%              |
| Other             | 1,689 | 2,103  | 3,229  | 3,225  | 1,173  | 1,264  | 1,249  | 1,464  | 1,651  | -2.25%              |
| Total Call Volume | 9,144 | 10,718 | 11,173 | 11,815 | 12,657 | 13,988 | 14,871 | 14,571 | 14,004 | 53.15%              |

| Incident Type | 2010  | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | Average<br>Change<br>Per<br>Year |
|---------------|-------|------|------|------|------|------|------|------|------|----------------------------------|
| Fires         | 317   | 9%   | 10%  | -25% | 2%   | -18% | 21%  | 10%  | -5%  | 0.50%                            |
| EMS           | 6,632 | 16%  | 4%   | -4%  | 38%  | 10%  | 8%   | -4%  | -7%  | 7.69%                            |
| Alarms        | 506   | 10%  | -9%  | 18%  | -10% | 25%  | 7%   | -11% | 20%  | 6.16%                            |
| Other         | 1,689 | 25%  | 54%  | 0%   | -64% | 8%   | -1%  | 17%  | 13%  | 6.36%                            |
| Total         | 9,144 | 17%  | 4%   | 6%   | 7%   | 11%  | 6%   | -2%  | -4%  | 5.66%                            |



**EXCLUSIVE 911 AMBULANCE SERVICES AGREEMENT**

**FOR THE CITY OF GREELEY AND GREELEY FIRE DEPARTMENT RESPONSE AREA**

**(LMS # 314-03-61866)**

THIS AGREEMENT, is made this 1st day of December, 2017, to be effective as of the last date of signature below ("Effective Date") by and between the CITY OF GREELEY, (hereinafter referred to as "City"), and BANNER HEALTH d/b/a North Colorado Medical Center, an Arizona nonprofit corporation (hereafter "Banner"). The City and Banner shall be collectively referred to as the "Parties" to this agreement.

**RECITALS**

WHEREAS, the Parties are currently parties to an Exclusive Ambulance Services Agreement dated October 24, 2012 ("Original Agreement") pursuant to which Banner provides emergency medical services throughout Weld County, including areas within the City of Greeley;

WHEREAS, Banner wishes to continue to provide emergency medical services throughout Weld County, including areas within the City of Greeley;

WHEREAS, the parties have negotiated significant changes to the Original Agreement, so have determined to enter into a new agreement as of the Effective Date pursuant to the terms and conditions, as set forth herein (the "Agreement"), which will supersede and replace the Original Agreement;

WHEREAS, the parties believe that it is in the best interests of the residents of the City that a cost effective and quality ambulance service be maintained to provide emergency medical services to all residents in the City;

WHEREAS, City, pursuant to C.R.S. §31-15-201(1)(f) wishes to continue to engage Banner 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, Banner agrees to provide such exclusive 911 Ambulance Service, and not to assign or subcontract for such 911 Ambulance Service for the Service Area with a private third party.

NOW THEREFORE, in consideration of the matters recited above, and for the purposes of establishing and recording the legal basis which the 911 Ambulance Service will continue to be operated and the relative rights, interests, duties, and obligations of the parties, the adequacy of which is acknowledged by the parties, the following agreements and understandings are made:

The above set forth recitals are hereby incorporated as though set forth herein verbatim.



## **AGREEMENT**

### **1.0 PURPOSE**

The purpose of this Agreement is to set forth the terms and conditions pursuant to which Banner will provide 911 Ambulance Services (defined in Section 3.1), Dedicated Ambulances (defined in Section 3.1.2), Special Events Services (defined in Section 3.1.3), and Public Safety Services (defined in Section 3.1.4) within the Service Area (defined in Section 3.2) in conformance with the performance requirements set forth in this Agreement.

### **2.0 TERM**

The term of this Agreement shall be for a period of three (3) years beginning on the Effective Date ("Initial Term"). The term may be extended upon mutual written agreement of the parties for two (2) additional one (1) year terms. This Agreement may be terminated by either party pursuant to Sections 16.1 or 16.2.

### **3.0 RESPONSIBILITIES OF BANNER**

#### **3.1 911 Ambulance Services.**

Banner shall provide ambulances and staffing, as set forth in Section 3.5 for 911 emergency and 911 non-emergency patient transport and associated medical services (collectively, "911 Ambulance Services") twenty-four (24) hours per day, seven (7) days per week within the Service Area defined in Section 3.2. Banner shall not charge the City for the 911 Ambulance Services it provides pursuant to this Agreement unless otherwise specified herein. Furthermore, Banner hereby commits to development of a coordinated response system, as defined in Section 3.1.1, that is focused on quality patient care, cost containment, and elimination of unwarranted duplication of ambulance and fire department services.

##### **3.1.1 Coordinated Response System.**

Banner agrees to the development of a quality improvement group committed to a partnership for the purpose of designing and maintaining the Pre-Hospital EMS System in the Service Area. The membership of this group will be the Banner EMS Director or their designee(s) and the City Fire Chief or their designee(s). The group will collect and review data to determine best practices based on patient outcome, staffing of ambulances, work schedules, response matrix issues, training, supply and equipment procurement processes, ambulance posting policies, scope of services delivered, response time variables and cost reduction efforts. The work scope shall not be limited in order to ensure all Pre-Hospital EMS System related efficiencies and deficiencies are considered. The quality improvement group will meet monthly or as needed to ensure continued system success. Banner agrees to not alter the Pre-Hospital EMS System without discussion between the parties involved in the quality improvement group.

On a monthly basis, Banner will provide detailed reports to the quality improvement group for each responding ambulance. The report will include all the following information from each 911 response in the Service Area:

1. CR Number for both Banner & Greeley Fire if applicable
2. Times from the CAD
3. Call Demographics
4. Patient Demographics

The quality assurance group will analyze the data provided and provide formal recommendations for system improvements. The recommendations will be reviewed by and agreed upon by both parties before implementation of the changes.

In addition to the quality assurance group, Banner and the City agree to undertake developing and implementing a formal clinical peer review process in compliance with federal law and peer review confidentiality provisions under Colorado law pursuant to C.R.S. §12-36.5-104 et seq. The clinical peer review process is the process by which a committee of medical providers examines the work of a peer and determines whether the medical provider under review has met accepted standards of care in rendering medical services. A clinical medical peer review may be initiated at the request of a medical provider, supervisor, patient or other party involved. The Clinical Peer Review Committee will meet on an as needed basis to review requests. The Medical Director of both parties to this agreement will be the chairperson of the Clinical Peer Review Committee. All recommendations made by Clinical Peer Review Committee will be addressed by the respective party in a timely manner.

### **3.1.2 Dedicated Resources.**

Banner shall dedicate the following resources to ensure it provides the 911 Ambulance Services as described herein:

1. Ambulances
  - a. A minimum of three (3) dedicated primary front-line ambulance vehicles.
  - b. Two (2) of the three (3) dedicated ambulances shall be cross-staffed with one Banner position and one City Fire Department position starting the Effective Date of this Agreement.
  - c. A minimum of one (1) reserve ambulance that may be placed in service if a front-line ambulance is out of service for maintenance, repairs, in the event of system overload or mass casualty incident requiring additional resources when a reserve ambulance is available.
  - d. Banner shall furnish and maintain, at its sole expense, all dedicated front line and reserve ambulances and all accessory equipment.

- e. All ambulances shall comply with Banner's standard policies and procedures, the requirements of applicable state and federal law.
- f. Banner shall equip, at its sole expense, all ambulances performing services under this Agreement, or that may perform services under this Agreement, with a two-way radio sufficient to maintain contact with the dispatch center utilized by the City Fire Department. These two-way radios will have the capability of communicating on radio channels that City Fire Department is dispatched on and any fire ground or mutual aid radio channels that may be utilized by the City Fire Department.
- g. In addition to County, State and Federal requirements, Banner, at its sole expense, shall equip all ambulances operating in the Service Area with the following equipment:
  - i. One Cardiac Monitor / defibrillator with a minimum of 4 lead, 12 lead, continuous waveform capnography, transcutaneous pacing & pulse oximetry that is compatible with equipment carried by the City Fire Department apparatus.
  - ii. One power cot with power load.
  - iii. One stair chair with decent assist.
  - iv. Video laryngoscope handle and blades.
  - v. Opticom traffic device compatible with CITY traffic lights.

### **3.1.3 Special Events Services.**

In addition to the 911 Ambulance Services provided pursuant to Section 3.1 of this Agreement, Banner may, in Banner's sole discretion, and at the City's request, provide dedicated ambulance and/or medical team coverage for various special events held within the Service Area, including but not limited to, Greeley Stampede, and any other special events. Banner will not unreasonably withhold dedicated standby Ambulance Services for City events that have been customarily done by previous ambulance service providers. Banner shall coordinate with the City in advance of providing Special Events Services at each special event.

### **3.1.4 Public Safety Services.**

In the event of a working fire, SWAT incident, or other public safety emergency ("Public Safety Emergency") Banner shall respond one Dedicated Ambulance to the Public Safety Emergency. Additional transport ambulances shall be dedicated to the incident, if requested and such resources are available to Banner when requested by the Incident Commander. Banner shall automatically respond non-emergency to all working fires unless dispatch information requires a different response level. Section 3.4.2 "Adjustments to Response Times" shall also apply to this section during times of system overload or weather emergencies.

### **3.1.5 Other Services.**

Banner agrees to properly dispose of all hazardous medical waste collected by the City at emergency incidents resulting from patient care. The city agrees to ensure compliance with the Banner disposal of waste policy.

### **3.1.6 Mutual Aid**

The City and Banner agree to have mutual aid agreements with other third-party ambulance providers for transport ambulance service during times of system overload.

## **3.2 SERVICE AREA.**

The geographical area in which Banner shall provide the 911 Ambulance Services, Special Events Services and Public Safety Services pursuant to this Agreement shall be all area within the City's jurisdiction, as may be modified from time to time through the inclusion/exclusion of real property, and such other areas to which the City is obligated, or may become legally obligated, to provide emergency medical or ambulance services by Intergovernmental Agreement, Mutual Aid Agreement, Automatic Aid Agreement or otherwise as agreed to by City and Banner.

## **3.3 EXCLUSIVE PROVIDER.**

This Agreement is exclusive between the City and Banner for all 911 emergency and 911 non-emergency ground medical transportation requirements within the Service Area. The City shall not engage or utilize other contractors or persons to perform 911 ground medical transportation services of the same or similar nature, except in instances where mutual aid is called by the incident commander.

## **3.4 RESPONSE TIMES.**

### **3.4.1 Response Times.**

The Parties expressly acknowledge and agree that ambulances meeting both the emergency and non-emergency response times, and providing the 911 Ambulance Services, required by this Agreement, are essential for the public's health, safety and welfare. Response time is defined as the period of time between: (a) when the 911 dispatch center dispatches a call to a Banner Ambulance(s) with a time stamp in the CAD; and, (b) when Banner's first fully staffed Ambulance arrives on scene based on the time stamp in the CAD. 911 Emergency response is defined as running lights and siren from the time of call to arrival on scene. 911 Non-emergency response is defined as responding without lights and siren from the time of call to arrival on scene. The quality assurance group will evaluate response times monthly to ensure ambulance response times are meeting the following goals that have been set by national standards:

1. Ambulances shall arrive on scene within nine minutes zero seconds (9:00) ninety percent (90%) of the time each calendar month on all 911 emergency responses.
2. Ambulances shall arrive on scene within thirteen minutes zero seconds (13:00) 90% of the time each calendar month on all 911 non-emergency responses.

#### **3.4.1.1 Classification and Duration of Emergency Responses.**

Ambulances shall use the Emergency Medical Dispatch ("EMD") code response determinate currently in use by the 911 dispatch center to determine 911 emergency versus 911 non-emergency response.

#### **3.4.2 Adjustments to Response Times.**

Response times shall be adjusted, as necessary, for exceptions to the 911 emergency and/or 911 non-emergency response time performance requirements stated in Section 3.4.1., for the following types of conditions:

1. Weather Conditions. In the event of inclement weather of such severity that City Fire Chief or the Fire Chief's designee, believes the threat to the system-wide patient care outweighs the threat to individual patient care from a delayed response time; the City Fire Chief or Fire Chief's designee may declare a weather emergency, thus suspending response time requirements.
2. System Overload. The City Fire Chief, or his/her designee, may declare a system overload, and suspend the response time requirements stated in this Agreement. The quality assurance group shall evaluate all system overload response time exceptions on a case-by-case basis.
3. Disaster. During a mass casualty incident (MCI) or disaster, mutually agreed upon by Banner and the City, either within the Service Area or in a neighboring area or community, ambulances shall be exempt from the response time requirements stated in this Agreement. A "mass casualty incident" or "disaster" may include widespread destruction of property, loss or endangerment of lives caused by severe weather, flooding, military or civil actions, manmade or natural disasters.
4. Other Good Cause. Ambulances may be exempted from the response time criteria for unusual or unique situations as mutually agreed upon by Banner and the City.

#### **3.4.3 Remediation for contractual issues and response time requirements.**

1. Accordingly, the Parties agree that the following steps shall be taken for ambulance's failure to meet the response times, required by this Agreement:

2. Monthly quality assurance group meetings to review problems as provided in Section 3.1.1.
3. The City Manager and Banner CEO will meet quarterly to review performance and compliance with this agreement.
4. For areas of deficiency, the quality assurance group will provide an Action Plan to the City & Banner for performance improvement for identified issues. The cure time for identified deficiencies of the Action Plan is six (6) months unless mutually otherwise agreed upon by Banner and City.
5. The Action Plan will be reviewed after the agreed time. In the event the Action Plan is only partially successful, the Banner CEO and City Manager agree to meet and review subsequent recommendations for improvement and agree to a cure time for remaining deficiencies.

### **3.5 AMBULANCE CREWS.**

#### **3.5.1. Banner Staffing.**

1. Banner's non-crossed staffed ambulance personnel will consist of no less than one (1) state certified Paramedic & one (1) state certified EMT – IV, each of whom shall meet the guidelines of Colorado law and the rules and regulations of the Emergency Medical Services Division of the Colorado Department of Health.
2. In addition to responding to 911 emergency & 911 non-emergency calls for service, Banner personnel assigned to staffing the dedicated ambulances in the Service Area will be required to participate in daily station maintenance, training sessions that have content specific to their job description scheduled during work hours, community safety & prevention efforts.

#### **3.5.2 Personnel Issues.**

The parties agree that a cohesive work environment is important for delivery of quality service. The parties agree to address personnel issues that are affecting the cohesive interactions of personnel from both entities by reporting any concerns to the Quality Committee for resolution. Temporary re-assignment may be immediately necessary. Temporary re-assignment shall be handled by the shift supervisor of the affected party. The discipline or removal of an employee as it pertains to this agreement, will be reviewed and approved by The City Fire Chief and the Banner Chief Paramedic. Employees must comply with their respective agencies' personnel policies.

### **3.5.3 City Staffing.**

1. The City will staff the two (2) ambulances that are minimally staffed by one Banner Paramedic with one (1) City Paramedic - An individual who has a current and valid Paramedic certificate issued by the Department and who is authorized to provide acts of advanced emergency medical care in accordance with the Rules Pertaining to EMS Practice and Medical Director Oversight.
2. Shared ambulance staffing between the City and Banner may be implemented pursuant to a separately agreed upon Independent Contractor Agreement between the parties.

### **3.5.4 Uniforms Policies.**

Banner and City Fire Department personnel shall follow their own policies pertaining to uniforms to be worn during work shifts. The ambulance crews will coordinate with the company officer at the station they are assigned for events that may require specific different uniform attire. That attire will follow policies of each party.

## **3.6 SCENE CONTROL.**

The Greeley Police Department shall have jurisdiction and control of all crime scene or police duties to which Banner is requested to respond.

The City's highest-ranking officer or Incident Commander on the scene shall have control of all fire, rescue, medical, and any other emergency or non-emergency scenes.

Banner's employees shall obey the orders and directions given by the appropriate police and/or fire personnel. Banner will ensure that ambulance personnel do not enter a hazard zone without proper instructions and equipment.

All communications for 911 emergencies and 911 non-emergencies in the Service Area will be conducted on the assigned fire dispatch or ground radio channel for all dedicated ambulances. Banner ambulances that are not part of the dedicated ambulances in the Service Area but are requested to respond to a 911 emergency or 911 non-emergency call in the Service Area will move to the assigned fire dispatch or fire ground channel immediately after dispatch and monitor that channel until the unit is released from the scene. The non-dedicated ambulance crew will notify the Incident Commander with the location they are responding from and an estimated time of arrival. All communication during that response will be conducted on the assigned fire ground radio channel. Banner personnel shall contact the Incident Commander for assignment and work within the assigned fire ground channel designated by 911 dispatch or the incident commander upon arrival at the scene. At all times, the medical care providers are under the command of and directly reporting to the Incident Commander.



Medical control on 911 emergency and 911 non-emergency scenes will be the first arriving emergency medical services provider from the City Fire Department or Banner that establishes patient contact and begins treatment. If City Fire Department personnel arrive first and establish patient care, that provider will maintain medical control until the patient care has been transferred utilizing a hand off report to the City Fire Department Paramedic or the Banner provider on the responding ambulance. Once patient care has been transferred in a timely manner, the provider in which the patient care was transferred to will have medical control until the patient care has been transferred to the receiving facility or another medical provider. While on scene, medical control will work directly through the Incident Commander for resource requests or other needs. The Incident Commander and medical control will always work collaboratively to provide quality patient care and transportation of the patient to the appropriate destination.

All additional resource requests on scene will be requested through the Incident Commander.

### **3.7 TRANSPORT ASSISTANCE.**

In the event that patient care requires additional personnel during transport to the receiving facility, the ambulance crew may request use of City Fire Department personnel from the Incident Commander on scene to assist with the transport.

### **3.8 TRANSPORT DESTINATION.**

All patients will be taken to the appropriate facility of the patient's choosing, or as directed by the patient's physician or member of patient's immediate family if the medical condition allows. The destination protocol will be followed as required by the patients' medical condition.

### **3.9 SYSTEM OVERLOAD.**

In the event that all dedicated ambulances in the City are busy on calls, non-dedicated Banner ambulances may be requested to backfill or respond to calls in the Service Area. When the Banner ambulance is dispatched, Banner shall promptly advise the City Fire Department responding unit on the City Fire Department dispatch channel where the ambulance's dispatched location began from when coding in its response with 911 dispatch on all responses. The ambulance crew responding to the scene will monitor the City Fire Department dispatch channel from the time the ambulance goes en-route to the call until the ambulance is cleared from the scene. If the Incident Command on scene moves the radio traffic to a different radio channel, the responding ambulance will move to that channel for the duration of the call. Each instance that required a non-dedicated ambulance to respond will be reviewed by the quality assurance group who will monitor frequency, locations along with other data to determine if adjustments need to be made to the ambulance deployment, distribution or placement.

In the event of system overload outside the Response Area or an emergency transfer request from a facility inside the Response Area, the dedicated ambulances may be



requested through dispatch center to respond. This may occur if all the available non-dedicated ambulances are busy on other calls or have an extended response time. Each instance that required a dedicated ambulance to respond to an emergency transfer or 911 emergency outside the Response Area will be reviewed by the quality assurance group who will monitor frequency, locations along with other data to determine if adjustments need to be made to the ambulance deployment, distribution or placement. In the event a dedicated ambulance is required to respond to a call outside the Response area or performs an emergency transfer, Banner shall back fill the Response Area with a non-dedicated ambulance until the dedicated ambulance is back in service in the Response Area, if non-dedicated ambulances are available.

In the event that an available non-dedicated ambulance is in close proximity to a 911 emergency call within the Response area and they are the closest fully staffed ambulance, that non-dedicated ambulance can attach to the call through dispatch and notify the incident commander that they have attached to the call. The ambulance crew responding to the scene will monitor the City Fire Department dispatch channel from the time the ambulance goes en-route to the call until the ambulance is cleared from the scene.

### **3.10 DISPOSABLE SUPPLIES REPLACEMENT.**

Banner agrees to restock the City on a one-to-one basis for those "Disposable Medical Supplies" used by the City during all mutually responded to 911 emergencies or 911 non-emergencies, where Banner ultimately provides transport to a hospital or treated and released the patient for whom such supplies were used. Disposable supply replacement from Banner to the City shall not exceed thirty-six thousand dollars (\$36,000.00) per calendar year. City agrees that City shall not bill for any items which Banner has replenished on a one- to-one basis.

#### **3.10.1 "Disposable Medical Supplies" defined.**

"Disposable Medical Supplies" are those medically necessary items used by City's EMS and Fire First Responders 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 City during all mutually responded to 911 emergencies or 911 non-emergencies, where Banner ultimately provides transport to a hospital or treated and released the patient for whom such supplies were used.

Exclusions: Banner will not be responsible for restocking pharmaceutical classified as controlled Narcotics or Benzodiazepines that are controlled by the DEA.

### **3.11 PUBLIC INFORMATION**

Banner shall refer all requests for crew interviews to the City Public Information Officer or their designee, who will work in conjunction with the Incident Commander, the designated City PIO, or the City Fire Department Administration staff.

### **3.12 STAFFING**

Banner is responsible for staffing the Banner Staff positions described in Section 3.5. This includes but is not limited to sick calls, vacation, FMLA, etc. Banner shall keep the City Fire Department advised of current or impending staffing shortages which could materially impact service availability or service quality. Banner shall give the City Fire Chief, or his designee, reasonable advance notice, if circumstances allow, of the resignation or removal Banner's ambulance transport services key management and/or supervisory personnel.

### **3.13 MEDICAL DIRECTION**

The Parties shall provide a qualified Medical Director to oversee the Services performed by the City Fire Department Personnel and Banner Personnel. The parties agree to interview, evaluate and utilize the same Medical Director. The details of the arrangement will be set out in separate agreements between each party and the agreed-upon Medical Director. The Medical Director will be tasked with EMS protocols, continuing medical education, certification renewal, and other EMS matters, in accordance with Colorado law and all contractual requirements.

### **3.14 RECORDS MANAGEMENT**

Banner shall furnish and maintain, at its sole expense, a records management system for patient care report documentation for the dedicated ambulances that is compliant with State of Colorado rules & regulations. The records management system shall have data collection capability that can be accessed by the quality assurance group. Access to the records management system will be granted to all providers who may have the responsibility to document patient care. The parties agree that data collection & analysis is critical for system improvement & efficiencies. In an effort to eliminate duplication in documentation, the parties agree to integrate data collection, to the extent allowable under Banner's policies and procedures and in compliance with state and federal law.

### **3.15 ROUTINE TRANSPORT NON-EMERGENCY CONTACT NUMBER**

Banner shall furnish and maintain, at its sole expense, a non-emergency routine transport phone number that is staffed 24 hours a day, 7 days a week. This phone number will be utilized for all non-emergency and/or scheduled transports that have traditionally gone through the 911 dispatch center. The parties will work collaboratively to develop and maintain an education program that assists healthcare facilities & their respective staff in the use of the non-emergency phone number for scheduling routine transports of patients. This number shall not be used for patients requiring emergency care or transport. The training and education program should be distributed to nursing homes, skilled

nursing facilities, doctors' offices, urgent cares, free standing emergency departments and other related facilities on a regular basis in an effort to reduce the use of 911 for non-emergencies.

#### **4.0 INDEPENDENT CONTRACTOR**

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

#### **5.0 AMBULANCE FEE SCHEDULE**

Banner shall charge its usual, customary rates for all services according to the schedule of rates attached to this Agreement (Attachment "A"). Banner agrees that its rates and charges for all services shall remain competitive and in no event, shall Banner raise its pricing without providing the City with 90 days' written notice of the change from the level stated in Attachment "A". Banner will provide written justification on fee increases and services rates. The documentation will show service rates as they relate to the sustainability of operations as well as total billing and collections within the City of Greeley Service Area. Ambulance fees must be available to the public in a transparent and accessible form.

#### **6.0 REIMBURSEMENT TO CITY**

Banner agrees to reimburse the City for services provided by the City under this Agreement pursuant to the following more detailed contracts:

1. a license for ambulance storage and living quarters;
2. an independent contractor agreement for staffing a paramedic position on a dedicated ambulance as set forth in Section 3.5.3; and
3. Banner & the City agree to work with the dispatch center to develop integrated paging and communications for dedicated and non-dedicated ambulance resources on the Greeley Fire dispatch channel. Part of this process will include an integration of the fees charged by the dispatch center. Once the fee schedule is amended, Banner and the City agree that Banner will be responsible for the fees associated with dispatching & communication with ambulances in the Service Area for 911 emergency and 911 non-emergency calls. Until new or amended agreements for dispatch services can be completed, Banner will continue to be responsible for fees associated with dispatching ambulances inside and outside the Service Area and the City is responsible for fees associated with dispatching Greeley Fire Department in the Service Area.

## **7.0 ASSIGNMENT**

Banner shall not assign or subcontract its rights and obligations under this Agreement, without the prior written approval of the City, except that Banner shall have the right to assign or otherwise transfer its interest under this Agreement to any "related entity." If Banner sells or assigns controlling interest of the Ambulance Service, the City at its discretion, may terminate this Agreement upon thirty (30) days written notice to Banner. Written notice to terminate the Agreement due to the sale or assignment of controlling interests must be given within thirty (30) days of such sale or assignment. The City shall not terminate the Agreement due to sale or assignment of controlling interest unreasonably.

For the purposes of this Section 7.0, a related entity shall be deemed to include a parent or subsidiary of Banner, any entity that acquires all or substantially all of Banner's assets or operations relating to this Agreement, and the surviving entity of any merger or consolidation involving Banner. Any assignment to a related entity shall not require the consent or approval of the City in order to be effective.

## **8.0 TRAINING/QUALITY ASSURANCE**

Banner shall ensure that all Banner Paramedic Service personnel complete training in the following disciplines, within six months of the origination of this Agreement or upon hire of new personnel:

1. Incident Command/Management Training.
2. Obtain NIMS 100, 200 and 700 certifications provided by FEMA
3. Hazardous Materials Awareness
4. Cultural training.
5. Collaborative policy training.
6. Emergency driver & Apparatus training.

The City shall ensure that all City Fire Department personnel complete training in the following disciplines, within six months of the origination of this agreement or upon hire of new personnel:

1. Cultural training.
2. Ambulance operation, equipment, restocking familiarization.
3. Patient care reporting systems orientation.
4. HIPAA required training.
5. Collaborative policy training.
6. Emergency driver & Apparatus training.

### **8.1 CONTINUING MEDICAL EDUCATION**

Banner personnel working on the dedicated ambulances shall attend the continuing medical education training that is offered when they are on duty. Banner shall use its best efforts to have Banner personnel that are working the non-dedicated ambulances participate in joint training with the City Fire Department when such training shall impact the Ambulance Services

provided under this Agreement. Training areas shall be discussed and agreed upon by the quality assurance group outlined in Section 3.1.1.

## **8.2 QUALITY ASSURANCE/QUALITY IMPROVEMENT**

Banner and City agree that Banner's Ambulance Services are subject to Banner's Quality Assurance and Quality Improvement efforts as related to medical protocol and patient care given by Banner personnel. System delivery and/or quality improvement issues will be discussed by the quality assurance group outlined in Section 3.1.1.

Banner leadership shall participate in City disaster planning and exercises.

## **9.0 COMPLIANCE WITH LAWS.**

In providing any services pursuant to this Agreement Banner shall comply fully with all applicable laws, rules, and regulations.

## **10.0 ACCESS TO RECORDS FOR GOVERNMENT INSPECTION.**

Both parties agree, until the expiration of ten (10) years after the furnishing of the Services to be provided under this Agreement, to make available, upon request, to the Secretary of HHS, the Comptroller General of the United States of America, or any of their duly authorized representatives, the contracts, books, documents and records that are necessary to certify the nature and extent of reimbursable costs under the Medicare laws.

## **11.0 MUTUAL INDEMNIFICATION.**

Each party shall indemnify and save harmless the other party for, from and against all actions, liabilities, losses, damages, claims and demands whatsoever, including costs, expenses and attorneys' fees, resulting from or claimed to have resulted from any intentional or negligent acts or omissions of the indemnifying party or its employees or agents engaged in the work under this Agreement at the time of the event or occurrence upon which such actions, claims or demands are based. Where both Banner and City, including their respective employees or agents, participated in the liability causing event, each party shall contribute to the common liability a pro rata share based upon its relative degree of fault.

## **12.0 SURVIVABILITY**

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

## **13.0 AMENDMENT**

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

## **14.0 ATTORNEYS' FEES AND GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue shall lie in the Weld County District Court. In any dispute arising from or relating to this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees, costs and expenses, including attorneys' fees, costs and expenses incurred in collecting or executing upon any judgment, order or award.

#### **15.0 SEVERABILITY**

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

#### **16.0 TERMINATION/DEFAULT ON AGREEMENT**

##### **16.1 Without Cause.**

After the Initial Term of this Agreement, either Party may terminate this Agreement without cause upon one hundred twenty (120) days written notice to the other Party pursuant to Section 2.0.

##### **16.2 For Cause.**

Either Party may terminate this Agreement for cause upon giving to the other Party written notice of intent to terminate thirty (30) calendar days prior to the effective termination date. The notice shall set forth the specific default basis for cause for termination. If desired by either Party, the Parties shall meet within fifteen (15) calendar days after the delivery of said notice for the purpose of discussing the matter or dispute. The Party alleged to be in default shall have the remainder of the thirty (30) day period to resolve the matter or dispute to that satisfaction of the other Party. If the Party alleging default does not in writing confirm that it is satisfied with the measures to resolve the matter or dispute, this Agreement shall terminate on the date set forth in the notice of termination. The sole and exclusive remedy and liability of either Party for wrongful termination shall be limited to any actual net monetary damages sustained during the thirty (30) days immediately following the date upon which this Agreement terminated.

##### **16.3 Failure to Maintain Insurance.**

If any insurance required by law or this Agreement to be maintained by Banner is cancelled or is not renewed, the City may terminate this Agreement immediately.

#### **17.0 INTEGRATION OF UNDERSTANDING**

There are no understandings between the Parties hereto as to the subject matter of this Agreement other than as herein set forth and in the documents specifically incorporated herein. All



previous communications concerning the subject matter of this Agreement are superseded and this Agreement shall constitute the entire Agreement between the Parties.

#### **18.0 INSURANCE**

This Agreement is contingent upon Banner providing to the City written certification of insurance, which insurance shall address and cover all such matters contained within this Agreement. Such insurance coverage is subject to the reasonable satisfaction and approval of the City. Banner will promptly provide documentation and notification of any changes in the insurance coverage and/or carrier, and likewise will notify the City of any change in the insurance shown.

#### **19.0 NO THIRD-PARTY BENEFICIARY**

It is expressly understood and agreed that the terms and enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, are strictly reserved to the undersigned parties. Nothing in this Agreement shall give or allow any claim or right or cause of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that no person and/or entity, other than the undersigned parties, receiving services or benefits under this Agreement shall be deemed any more than an incidental beneficiary only.

#### **20.0 NO WAIVER OF GOVERNMENTAL IMMUNITY**

No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections and limitations or the Colorado Governmental Immunity Act, C.R.S. §24-10-101 *at seq.*, Colorado law as now or hereafter amended and the City hereby expressly reserves the same.

#### **21.0 NOTICES**

Any notice required to be given pursuant to the terms and provisions hereof shall be hand delivered, or sent by certified mail, return receipt requested, postage prepaid, to the parties hereto, as follows:

Banner:               Banner Health  
                            d/b/a North Colorado Medical Center  
                            1801 16<sup>th</sup> Street  
                            Greeley, CO, 80631  
                            Attn: CEO

with a copy to:     Banner Health  
                            Attn: Chief Legal Officer  
                            2901 N. Central Ave., Suite 160  
                            Phoenix, AZ 85012

City of Greeley:    1000 10<sup>th</sup> Street  
                            Greeley, Colorado 80631

Greeley Fire Dept.: Greeley Fire Chief  
1155 10<sup>th</sup> Avenue  
Greeley, Colorado 80631

## **22.0 MISCELLANEOUS**

### **22.1 ENTIRE AGREEMENT**

This Agreement, including any attachments and documents specifically incorporated herein by reference, contains the entire agreement between the parties. All prior negotiations between the parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated herein. This Agreement may not be modified except by written instrument signed by both parties.

### **22.2 COUNTERPARTS AND ELECTRONIC SIGNATURES**

This Agreement may be executed in one or more copies or counterparts, each of which when signed shall be an original, but all of which together shall constitute one instrument. This Agreement may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures

### **22.3 FORCE MAJEURE**

Neither party shall be liable for any delay or failure in performance hereunder caused, in whole or in part, by reason of force majeure, which shall be deemed to include the occurrence of any event beyond the control of the parties, war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot and other acts of civil disobedience, action of a public enemy, laws, regulations or acts of any national, state or local government (or any agency, subdivision or instrumentality thereof), judicial action, labor dispute, accident, fire, explosion, flood, storm or other act of God.

### **22.4 WAIVERS**

No waiver of the enforcement or breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of the enforcement of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

### **22.5 CORPORATE AUTHORITY**

The individual(s) executing this Agreement on behalf of, or as a representative for, a corporation or other person, firm, partnership or entity, represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of such corporation, person, firm, partnership or other entity and that this Agreement is binding upon such entity in accordance with its terms.



## **22.6 COMPLIANCE WITH FEDERAL EMPLOYMENT LAW.**

BANNER agrees to comply with all state and federal Equal Employment Opportunity, Immigration, and Affirmative Action requirements, including, without limitation, 42 U.S.C. Sec. 2000(e) et seq., the Civil Rights Act of 1964, the Civil Rights Act of 1991, Sections 503 and 504 of the Rehabilitation Act of 1973, Section 402 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, the Immigration Reform Act of 1986, and the Americans with Disabilities Act, and any amendments and applicable regulations pertaining to any of the foregoing.

## **22.7 COMPLIANCE WITH HIPAA.**

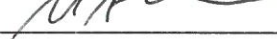
Under the Health Insurance Portability and Accountability Act of 1996, BANNER is required to comply with the Standards for Privacy and Security of Individually Identifiable Health Information contained in 45 CFR Parts 160-164 (the "HIPAA Privacy and Security Standards"). City warrants that if it receives Protected Health Information (PHI) it will ensure Services comply with privacy and security requirements imposed by HIPAA, the Health Information Technology for Economic and Clinical Health Act (HITECH), and with Banner's compliance policies, and will, upon request, execute a Business Associate Agreement. If this Agreement must be amended to secure compliance with the HIPAA Privacy and Security Standards, as currently in effect or as may be amended or modified from time to time, the parties shall meet in good faith to agree upon such amendments. If the parties cannot agree upon such amendments, then either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

[SIGNATURE PAGE TO FOLLOW]

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

BANNER:

BANNER HEALTH  
D/B/A NORTH COLORADO MEDICAL CENTER

BY: 

Margo Karsten,  
CHIEF EXECUTIVE OFFICER

DATE: 11-27-17

CITY OF GREELEY:

BY: 

Roy Otto,  
CITY MANAGER

APPROVED AS TO LEGAL FORM:

BY: 

Douglas Marek,  
CITY ATTORNEY

APPROVED AS TO AVAILABILITY OF FUNDS:

BY: 

Victoria Runkle,  
DIRECTOR OF FINANCE

DATE: 11/2/17

**Attachment A – Ambulance Fees 2017**

| <b>Description</b>        | <b>Unit Price</b> |
|---------------------------|-------------------|
| COLLECT SPEC BLD VENI OF  | \$ 75.00          |
| TRNSPRT NONEMR AMB ALS L  | \$ 1,744.10       |
| TRNSPRT EMERG AMB ALS LE  | \$ 1,868.90       |
| TRNSPRT EMERG AMB BLS     | \$ 1,619.30       |
| TRNSPRT NONEMR AMB BLS    | \$ 1,495.60       |
| MILEAGE GROUND MILE 1.00  | \$ 21.70          |
| TRNSPRT AMB ALS LEVEL 2   | \$ 2,367.10       |
| RESPONSE/TREATMENT AMB W  | \$ 154.70         |
| MILEAGE GROUND MILE 0.10  | \$ 2.10           |
| MILEAGE NONCOVERED MILE   | \$ 2.20           |
| TRNSPRT NONEMR VAN WHEEL  | \$ 28.90          |
| TRNSPRT NONEMR VAN SECUR  | \$ 309.40         |
| TRNSPRT NONBILLABLE AMBU  | \$ -              |
| TRNSPRT NONEMR W/IN CITY  | \$ 300.00         |
| TRNSPRT NONEMR W/IN COUN  | \$ 350.00         |
| TRNSPRT NONEMR OUTSIDE CN | \$ 75.00          |

**LICENSE AGREEMENT  
(FOR AMBULANCE SPACES/BAYS)  
(BH Contract # 0314-07-62146)**

THIS LICENSE AGREEMENT (the "Agreement") is made and entered into as of the signature dates set forth below, to be effective as of December 1, 2017 ("Effective Date") between the **City of Greeley**, on behalf of its fire department, **Greeley Fire Department** ("City") and **Banner Health**, an Arizona nonprofit corporation, d/b/a **North Colorado Medical Center** ("Banner"). Banner and City may be referred to collectively as the Parties.

**RECITALS**

- A. North Colorado Medical Center, a general medical and surgical hospital located in Greeley, Colorado (the "Hospital").
- B. Banner, as North Colorado Medical Center, operates NCMC Paramedic Services which provides ambulance services within the City of Greeley and the surrounding Weld County, Colorado area, as needed.
- C. City of Greeley Fire Department operates the six (6) listed Fire Stations, as more particularly described in **Exhibit A**, attached hereto and incorporated herein.
- D. Banner desires to park/dock its ambulances in three (3) spaces on a rotating basis from the six (6) Greeley Fire Stations and the City desires to allow such parking/docking of Banner's ambulances in the three (3) spaces, in accordance with the terms and conditions set forth herein.

THEREFORE, the Parties agree:

**AGREEMENT**

- 1. **Spaces/Bays**. Banner will hereby park/dock its ambulances in three (3) spaces/bays ("Spaces/Bays") on a rotating basis from the City's six (6) available Fire Stations, particularly Greeley Fire Stations #1, #3 and #7, as described in **Exhibit A**. The Greeley Fire Stations also include crew quarters in each station, which will be made available and accessible, as needed, to on-duty Banner paramedics as part of the Spaces/Bays area during the time Banner's ambulances are parked/docked at the Greeley Fire Stations.
- 2. **Term and Termination**. The term of this Agreement shall be one (1) year as of the Effective Date above, and continuing through November 30, 2018. The term of the Agreement may be extended annually upon mutual written agreement by the Parties. Either Party may terminate this Agreement, with or without cause, upon thirty (30) days prior written notice to the other Party. In the event of a material breach of the terms of this

Agreement by either Party, the non-breaching party may terminate this Agreement upon written notice of such termination to the party in breach.

3. **Payment Terms.** Banner agrees to pay the City Four Hundred Dollars and No/Cents (\$400.00) per month for each of the three (3) spaces/bays for a total of Fourteen Thousand Four Hundred Dollars and No/Cents (\$14,400.00) per year. The City shall invoice Banner on a monthly basis, and Banner shall pay such invoices within thirty (30) days of receipt of such invoices.
4. **Operation of Ambulances.** The ambulances may be moved to different Greeley Fire Stations to accommodate community needs and call volumes. They shall be utilized for the provision of emergency services primarily within the City of Greeley and the surrounding Weld County area, as needed.
5. **Ownership, Care and Status of Ambulances.** Ownership of the ambulances shall remain with Banner at all times and comply with all state and federal laws, rules and regulations which may include registration and/or licensing requirements of such ambulances, if any. Banner shall maintain its ambulances in good, working order, including, but not limited to, all necessary engine maintenance and repairs necessary as a result of the use of the same.
6. **Banner's Responsibilities.**
  - a) Banner assumes all risks of loss or damage to its ambulances while the ambulances are in Banner's possession, and Banner shall maintain all applicable and necessary insurance on its ambulances.
  - b) Banner agrees to assume liability for any injury, disability or death of its employees or other persons caused by its operation of the ambulances, and Banner agrees to indemnify and hold City harmless from and against such liability.
7. **Taxes and Fees.** None.
8. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed effective and given when delivered in person or three (3) days after the same is sent by Certified or Registered Mail, postage and certification prepaid as follows:

City: City of Greeley  
1000 10<sup>th</sup> Street  
Greeley, CO 80631  
Attn: City Manager



With copy to: Greeley Fire Department  
1100 10<sup>th</sup> Street, Suite 100  
Greeley, CO 80631  
Attn: Fire Chief

Banner: Banner Health d/b/a North Colorado Medical Center  
1801 16<sup>th</sup> Street  
Greeley, CO 806  
Attn: Chief Executive Officer

With copy to: Banner Health Legal Department  
2901 N. Central Avenue, Suite 160  
Phoenix, AZ 85012-2700  
Attn: Chief Legal Officer/General Counsel

9. **Assignment.** Banner shall not assign or sublet any interest in this Agreement or the ambulances or permit the ambulances to be used by anyone other than Banner or Banner's employees, without Town's prior written consent, which consent shall not be unreasonably withheld.
10. **Entire Agreement and Modification.** This Agreement herewith constitute the entire agreement between the Parties. No modification or amendment of this Agreement shall be effective unless in writing and signed by both Parties. This Agreement replaces any and all prior agreements between the Parties.
11. **Governing Law.** This Agreement shall be governed by the internal substantive law of the State of Colorado, without regard for conflicts of law.
12. **Severability.** If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
13. **Waiver.** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
14. **Conflict of Interest.** City hereby expressly represents and warrants that, as of the Effective Date and to the best of City's knowledge, none of City, any affiliates of City, or any officer, board director, senior administrator or director-level employee of City, is related to, affiliated in any way with, or employs (or otherwise has a compensation interest with) any officer, board director, senior administrator or director-level employee of Banner.

15. **No Federal Exclusion.** City hereby represents and warrants that City and its directors, officers, employees and other personnel providing any services under this Agreement are not and at no time have been, excluded from participation in any federally funded health care program, including Medicare and Medicaid, and that no such action is pending. City will routinely assess the status of its directors, officers, employees and other personnel providing any services under this Agreement, and shall notify Banner immediately of any threatened, proposed or actual sanction or exclusion of City or its directors, officers, employees and other personnel providing services under this Agreement from any federally funded health care program, including Medicare and Medicaid. Such notice shall contain reasonably sufficient information to allow Banner to determine the nature of any sanction. In the event that City or any of its personnel providing any services under this Agreement is excluded from participation in any federally funded health care program during the term of this Agreement, or if, at any time after the Effective Date of this Agreement, it is determined that City is in breach of this **Section 17**, Banner shall terminate this Agreement, which termination shall be effective immediately upon notice to City of such termination.
16. **Physician Ownership.** City hereby expressly represents to Banner that one of the following provisions applies: i) no physician, no physician organization and no member of any physician's immediate family owns or holds an ownership or financial interest in City, including any affiliated or related entity or person, that is not the subject of any exception of "safe harbor" from applicable law, such as the exception for publicly-traded securities under 42 CFR 411.356(a); or ii) one or more physicians or a member of a physician's immediate family own or have a financial ownership with City, and this Agreement is the subject of an arms-length negotiation and is for fair market value compensation, is not tied to or based on an expectation by Banner that City or that City's affiliation with any physicians shall refer patients to Banner, and that the volume or value of referrals by any physician is not a part of the consideration of this Agreement.

**[Signature Page to Follow]**

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

**Banner Health, an Arizona nonprofit corporation, d/b/a North Colorado Medical Center**

By: [Signature]  
Margo A. Karsten  
Its: Chief Executive Office - NOCO

Signature Date: 11-27-17

**City of Greeley, Colorado**

By: [Signature]  
Roy Otto  
Its: City Manager

Signature Date: 11-2-17

Greeley Fire Department  
By: [Signature]  
Dale Lyman  
Its: Fire Chief

Signature Date: \_\_\_\_\_



ATTEST: [Signature]  
Betsy Holder, City Clerk

APPROVED AS TO FORM:  
[Signature]  
Douglas Marek, City Attorney

APPROVED AS TO AVAILABILITY OF FUNDING:  
[Signature]  
Victoria Runkle, Director of Finance  
4/2/17



**Exhibit A**

**List of the Six Fire Stations**

Greeley Fire Station #1  
1155 10<sup>th</sup> Avenue  
Greeley, CO 80631

Greeley Fire Station #4  
2191 1<sup>st</sup> Avenue  
Greeley, CO 80631

Greeley Fire Station #2  
2301 Reservoir Road  
Greeley, CO 80634

Greeley Fire Station #5  
4701 24<sup>th</sup> Street  
Greeley, CO 80634

Greeley Fire Station #3  
150 35<sup>th</sup> Avenue  
Greeley, CO 80634

Greeley Fire Station #7  
6623 W. 10<sup>th</sup> Street  
Greeley, CO 80634

## PARAMEDIC SERVICES AGREEMENT (LMS # 314-02-61863)

THIS PARAMEDIC SERVICES AGREEMENT ("Agreement") is entered into between **Banner Health, an Arizona nonprofit corporation d/b/a North Colorado Medical Center ("BH")** and the **City of Greeley ("Contractor")**.

**Recitals:** Contractor agrees to provide **paramedic services to ambulances owned by BH** (the "Services"), and BH desires to engage Contractor to provide such services.

THEREFORE, in consideration of the mutual covenants contained herein it is understood and agreed to by the parties as follows:

### **Agreement:**

1. **Services and Rates.** BH engages Contractor to perform the Services described in **Exhibit A**, at the rates and pricing contained therein, attached hereto and incorporated by reference, during days and at times requested by BH. BH agrees to provide those services in connection with this Agreement as described in **Exhibit A**. Contractor shall supply all qualified personnel, materials, and equipment necessary to provide the Services, and shall devote its best ability and professional efforts in providing the Services. The Services provided in this Agreement shall at all times be subject to the parties "Exclusive 911 Ambulance Services Agreement."
2. **Term and Termination.** This Agreement shall be effective for the period of **December 1, 2017 through November 30, 2020**. The term may be extended upon mutual written agreement of the parties for two (2) additional one (1) year terms. This Agreement may be terminated by either party with cause with at least ninety (90) days prior written notice, or without cause with one hundred and twenty (120) days prior written notice to the other party. Either party may terminate this Agreement in the event of a material breach of the terms of this Agreement by providing written notice to the party in breach.
3. **Insurance.** Contractor is self-insured in accordance with Greeley Municipal Code Chapter 4.18 and in accordance with the applicable Colorado State law requirements and has provided a letter to this effect from the City of Greeley's Safety and risk Coordinator dated June 2, 2017. The above coverages are in force and will continue in force throughout the term of this Agreement..
4. **Mutual Indemnification.** To the extent permitted by law, each party shall indemnify and save harmless the other for, from and against all actions, liabilities, losses, damages, claims and demands whatsoever, including costs, expenses and attorney's fees resulting from or claimed to have resulted from any intentional or negligent acts or omissions of the indemnifying party or its employees or agents engaged in the work under this Agreement at the time of the event or occurrence upon which such actions, claims or demands are based. Where both BH and Contractor, including their respective employees or agents, participated in the liability causing event, each party shall contribute to the common liability a pro rata share based upon its relative degree of fault.
5. **Compliance with Regulations and Policies.** Contractor shall cooperate with BH in complying with all standards applicable to the services described in this Agreement, which may include but

not be limited to the standards of (a) accreditation programs, (b) federal, state and local government laws, rules and regulations, and (c) third party payors. If any of the services or goods provided under this Agreement are services or goods for which BH may, directly or indirectly, obtain compensation or reimbursement from any governmental health program (e.g., Medicare, Medicaid, TRICARE, or any successor entity), Contractor will comply with all government reimbursement requirements as specified by BH and shall assist BH in completing necessary documents and records for reimbursement.

6. **Compliance with Federal Employment Law.** Contractor agrees to comply with all state and federal Equal Employment Opportunity, Immigration, and Affirmative Action requirements including 42 U.S.C. Sec. 2000 (e) et seq, The Civil Rights Act of 1964, The Civil Rights Act of 1991, Sections 503 and 504 of the Rehabilitation Act of 1973, Section 402 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, the Immigration Reform Act of 1986, the Americans with Disabilities Act and any amendments and applicable regulations pertaining thereto.
7. **Compliance with HIPAA.** BH is required to comply with the Standards for Privacy of Individually Identifiable Information under the Health Insurance Portability and Accountability Act of 1996 contained in 45 CFR Parts 160 and 164 (the "HIPAA Privacy Standards") as of the effective date of the HIPAA Privacy Standards on April 14, 2003 or as later determined. If this Agreement must be amended to secure such compliance, the parties will meet in good faith to agree upon such amendments. If the parties cannot agree upon such amendments, then any party may terminate the Agreement upon thirty (30) days written notice to the other party.
8. **Confidentiality.** Contractor, its employees and agents shall keep confidential all knowledge, information and documents entrusted to its care by BH except as otherwise required by federal, state or local law including the Colorado Open Records Act. Contractor, its employees or agents shall not disclose any knowledge, information or documents entrusted to it by BH to any person, firm or corporation other than the person, firm or corporation designated by BH and except as otherwise required by federal, state or local law including the Colorado Open Records Act. Knowledge, information and documents entrusted by BH to Contractor may include, but are not limited to, the names of vendors and the terms and conditions (including financial information) with vendors, the names of patients and the terms and conditions (including financial information) of agreements with or for the benefit of patients and all medical records and information.
9. **No Federal Exclusion.** Contractor hereby represents and warrants that Contractor and all personnel providing services under this Agreement are not and at no time have been excluded from participation in any federally funded health care program, including Medicare and Medicaid. Contractor hereby agrees to immediately notify BH of any threatened, proposed, or actual sanction or exclusion from any federally funded health care program, including Medicare and Medicaid. Such notice shall contain reasonably sufficient information to allow BH to determine the nature of any sanction. In the event that Contractor, any Physician contracted with by Contractor, or any of Contractor's employees is excluded from participation in any federally funded health care program during the term of this Agreement, or if, at any time after the Effective Date, it is determined that Contractor is in breach of this Section, BH shall terminate this Agreement, which termination shall be effective immediately upon notice to Contractor of such termination.

10. **Independent Contractor Status.** Contractor shall at all times be deemed to be an independent contractor. Its employees shall not be regarded as employees or agents of BH for the payment of any employer taxes such as FICA, unemployment, and worker's compensation; BH shall not be responsible for those taxes or any fringe benefits for Contractor's employees. Further, the employees of Contractor shall not be regarded as employees of BH with respect to any intentional or negligent activity in which they may be involved or for any other purpose.
11. **Change in Law.** If there is a change in any federal or state law, regulation or rule which affects the Agreement or the activities of either party under this Agreement, or any change in the judicial or administrative interpretation of any such law, regulation, or rule and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's business operations or its rights or obligations under this Agreement, then the party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Agreement. If the parties are unable to reach an agreement concerning the modification of this Agreement within the earlier of forty five (45) days after the date of the notice seeking renegotiation or the effective date of the change, or if the change is effective immediately, then either party may immediately terminate this Agreement by written notice to the other party.
12. **Regulatory Termination.** If, prior to the expiration of the term of this Agreement, any federal, state or local regulatory body, including but not limited to The Centers for Medicare and Medicaid Services (CMS), Department of Health and Human Services (HHS) or the Internal Revenue Service (IRS) determines that this Agreement is illegal or jeopardizes BH's tax exempt status or otherwise materially affects either party's business, then the affected party shall give the other party such notice as is reasonable in the circumstances and shall make available a reasonable period within which to cure. If no cure is implemented by the parties, then BH, in its discretion may terminate this Agreement with such notice as is reasonable under the circumstances.
13. **Non-Exclusive Agreement.** This Agreement is not exclusive. Accordingly, BH shall have the right to enter into one or more agreements relating to the same or similar matters as are covered by this Agreement and execution by BH of such Agreements shall not constitute a breach of this Agreement.
14. **Retention and Inspection of Records.** All records shall be kept on file by Contractor for a period of four (4) years from the date the record is made. Contractor shall, upon reasonable notice, give BH or its authorized representative the privilege at a reasonable time of inspecting, examining, and auditing, during normal business hours, such of Contractor's business records which are directly relevant to the financial arrangements. The cost of such inspection, examination, and audit will be at the sole expense of BH and such inspection, examination, and audit shall be conducted where said records are normally maintained.
15. **Access to Records for Government Inspection.** Contractor agrees until the expiration of four (4) years after the furnishing of services to be provided under this Agreement, to make available upon written request, to the Secretary of Health and Human Services or upon request, to the Comptroller General of the United States of America or any of their duly authorized representatives, the contracts, books, documents and records that are necessary to certify the nature and extent of reimbursable costs under the Medicare laws. If Contractor carries out any of the agreements under this contract through a subcontract with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period with a related organization, such subcontract shall contain a requirement identical to that set forth in the preceding paragraph.

16. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party. If consent to an assignment is obtained, this Agreement is binding on the successors and assigns of the parties to this Agreement. Notwithstanding any provision of this Agreement to the contrary, BH shall have the right to assign or otherwise transfer its interest under this Agreement to any "related entity." For the purposes of this section, a related entity shall be deemed to include a parent, subsidiary, any entity that acquires all or substantially all of BH's assets or operations relating to this Agreement, and the surviving entity of any merger or consolidation involving BH. Any assignment to a related entity shall not require the consent or approval of Contractor in order to be effective.
17. **Authority to Bind.** The individual(s) executing this Agreement on behalf of, or as a representative for a corporation or other person, firm, partnership or entity, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the corporation, person, firm, partnership or other entity and that this Agreement is binding upon the entity in accordance with its terms.
18. **Waivers and Amendments.** No waiver of the enforcement or breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of the enforcement of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts. This Agreement may only be amended by a written document signed by all parties hereto.
19. **Severability.** If any provision of this Agreement, or any application thereof to any person, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application thereof to other persons or circumstances, shall not be impaired, and shall be enforced to the fullest extent permitted by law.
20. **Force Majeure.** Neither party shall be liable for any delay in performance or any failure in performance hereunder caused in whole or in part by reason of force majeure, which shall be deemed to include the occurrence of any event beyond the control of the parties, war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot and other acts of civil disobedience, action of a public enemy, laws, regulations or acts of any national, state or local government (or any agency, subdivision or instrumentality thereof), judicial action, labor dispute, accident, fire, explosion, flood, storm or other act of God.
21. **Counterparts and Electronic Signatures.** This Agreement may be executed in one or more copies or counterparts, each of which when signed shall be an original, but all of which together shall constitute one instrument. This Agreement may be executed and delivered by electronic signature by any of the parties and all of the parties agree to and consent to the use of electronic signatures.
22. **Governing Law.** This Agreement shall be governed by the internal substantive law of the State of Colorado, without regard for conflicts of laws.
23. **Integration.** This Agreement contains the entire agreement between the parties. All prior negotiations between the parties are merged in this and there are no understandings or agreements other than those incorporated herein. This Agreement may not be modified except by written instrument signed by both parties.



24. **Drug Screening and Immunization.** BH and Contractor will follow their own policies and procedures for drug screening and immunizations. Contractor agrees to provide BH with copies of all of its policies and procedures related to drug screening and immunizations and notify BH of any changes to such policies immediately. If BH requires additional vaccinations pursuant to its policies, Contractor agrees to cooperate.
25. **Replacement of Contractor Personnel.** The parties agree that a cohesive work environment is important for delivery of quality service. The parties agree to address personnel issues that are affecting the cohesive interactions of personnel from both entities by reporting any concerns to the Quality Committee for resolution. Temporary re-assignment may be immediately necessary. Temporary re-assignment shall be handled by the shift supervisor of the affected party. The discipline or removal of an employee will be reviewed and approved by The City Fire Chief and the Banner Chief Paramedic.
26. **BH Rules.** When performing Services on BH grounds, all Contractor employees and agents shall fully comply with all BH rules in effect for contractors or BH employees as described in BH's website [http://www.bannerhealth.com/\\_Vendors/ Vendor+Notice.htm](http://www.bannerhealth.com/_Vendors/ Vendor+Notice.htm).
27. **Notice.** Any notice required to be given under this Agreement shall be in writing, and shall be deemed delivered when personally delivered or three days after the same is sent by certified mail, postage prepaid as follows:

Intended to Contractor:

City of Greeley  
Attn: Greeley Fire Chief  
1155 10<sup>th</sup> Street  
Greeley, Colorado 80631

City of Greeley  
Attn: City Attorney  
1100 10<sup>th</sup> Street, Suite 401  
Greeley, Colorado 80631

Intended to BH:

Banner Health  
d/b/a North Colorado Medical Center  
1801 16th Street  
Greeley, CO, 80631  
Attn: CEO

with a copy to:

Banner Health  
Attn: Chief Legal Officer  
2901 N. Central Ave., Suite 160  
Phoenix, AZ 85012

28. **Compliance Training.** Contractor acknowledges that **if** Contractor (a) provides direct patient care items or services for which BH bills, or (b) performs billing or coding functions for BH, Contractor's applicable employees and agents shall complete BH's

mandatory employee compliance lessons (initially and annually thereafter) as described in BH's website at <http://www.bannerhealth.com/Vendors/ Vendor+Notice.htm>. Upon execution of this Agreement, Contractor shall provide BH with the e-mail address and phone number of a representative of Contractor so as to assist BH's Ethics & Compliance Department in ensuring that such required training occurs.

29. **Restriction on Export of Sensitive Information.** Due to security and identity protection concerns, direct services under this Agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve BH or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for BH shall be performed within the borders of the United States. Unless specifically stated otherwise, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of this Agreement. This provision applies to services performed by subcontractors at all tiers.

BH:

BANNER HEALTH  
D/B/A NORTH COLORADO MEDICAL  
CENTER

BY: 

Margo Karsten,  
CHIEF EXECUTIVE OFFICER

DATE: 11-27-17

CITY OF GREELEY:

BY: 

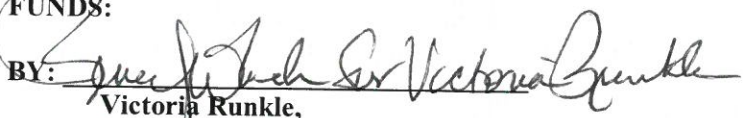
Roy Otto,  
CITY MANAGER

APPROVED AS TO LEGAL FORM:

BY: 

Douglas Marek,  
CITY ATTORNEY

APPROVED AS TO AVAILABILITY OF  
FUNDS:

BY: 

Victoria Runkle,  
DIRECTOR OF FINANCE

DATE: 11/2/17

## **EXHIBIT A**

### **Services and Rates**

1. Contractor shall provide to BH the services described in this **Exhibit A**.
2. Contractor will provide a fully qualified Paramedic staffing for one (1) position per dedicated ambulance twenty-four hours a day, seven days a week, 365 days per year subject to the terms and conditions of the parties "Exclusive 911 Ambulance Services Agreement". The Paramedic will be an individual who has a current and valid Paramedic certificate issued by the Contractor and who is authorized to provide acts of advanced emergency medical care in accordance with the Rules Pertaining to EMS Practice and Medical Director Oversight.
3. Banner will pay an Annual Fee of \$150,000 per dedicated cross-staffed ambulance to Contractor for provision of the Services set forth in the Agreement. The Fee will be paid by Banner to the Contractor on quarterly basis. The quarterly payment will be paid within forty-five days of the end of the said quarter.
4. Training:  
Contractor shall ensure that the Paramedic completes training in the following disciplines, within six months of the origination of this agreement or upon hire of new personnel:
  - a. Cultural training.
  - b. Ambulance operation, equipment, restocking familiarization.
  - c. Patient care reporting systems orientation.
  - d. HIPAA required training at Contractor's expense.
  - e. Collaborative policy training at Contractor's expense.
  - f. Emergency driver & Apparatus training at Contractor's expense.
  - g. Paramedic shall attend the continuing medical education training that is offered when they are on duty including City Fire Department when such training shall impact the Services provided under this Agreement. Training areas shall be discussed and agreed upon by the quality assurance group outlined in the Exclusive 911 Ambulance Services Agreement between the City of Greeley and Banner Health.
  - h. Paramedic will participate in Quality Improvement efforts, as required or Quality improvement committees, as required.
5. The following is a list of services, which are the responsibility of BH:
  - a. Provide ambulances and other required staffing for these dedicated ambulances as required by the parties "Exclusive 911 Ambulance Services Agreement".
  - b. Administration of quality improvement program.
  - c. Provide quality assurance and quality improvement training.



THIS AMENDMENT NO. 1 TO THE 911 AMBULANCE SERVICES AGREEMENT (hereafter referred to as the "Amendment No. 1") by and between the CITY OF GREELEY ("City") and BANNER HEALTH, D/B/A NORTH COLORADO MEDICAL CENTER ("Banner") is hereby entered into effective April 1, 2019.

## **A. INTRODUCTION**

1. Section 31-15-201(l)(f) of the Colorado Revised Statutes 2018 gives the City the authority and responsibility for providing emergency ambulance services within the jurisdiction.
2. In 2017, the City recognized the need to improve upon the availability of ambulance services and implement cost control mechanism on behalf of those utilizing the service.
3. The City and Banner entered into certain agreements effective December 1, 2017 describing the terms and conditions for granting Banner the exclusive right and duty to perform 911 emergency ambulance services within the City's Service Area:
  - a. Exclusive 911 Ambulance Services Agreement, effective December 1, 2017 for a term of three (3) years ("911 Agreement");
  - b. License Agreement (for Ambulance Spaces/Bays), effective December 1, 2017 for a term of one (1) year ("License Agreement"); and,
  - c. Paramedic Services Agreement, effective December 1, 2017 for a term of three (3) years ("Paramedic Agreement").
4. Pursuant to a Memorandum of Understanding, the City and International Association of Firefighters, Local 888, the City is obligated to establish a Joint Task Force to address firefighter safety and out-of-district response issues concerning City's contract with Banner.
5. This Amendment No. 1 is intended to serve as the instrument to:
  - a. Implement certain immediate changes to the Exclusive 911 Ambulance Service Agreement regarding: (i) an immediate increase in the number dedicated ambulances; (ii) the criteria for determining the number of ambulances in the future and the future adjustment of the number of ambulances; (iii) determination of ambulance Positioning; (iv) supervision of Banner personnel by City Fire Department company officers and chief officers; (v) City Paramedic fatigue management; and, (v) defining significant terms used in the Agreement.
  - b. Clarify and articulate specific topics for future amendments, renewals, extensions, or agreements for 911 Ambulance Service consistent with City's long-term plan.

## **B. 911 AGREEMENT AMENDMENTS**

### **1. Section 1.0 of the 911 Agreement is hereby amended to read as follows:**

#### **“1.0 PURPOSE and DEFINITIONS**

The Purpose of this Agreement is to set forth the terms and conditions pursuant to which Banner will provide 911 Ambulance Services.

As used herein, first letter capitalized words shall have the meanings set forth in Attachment B. In the event of any conflict with the definitions used here in the recitals hereto, the definitions of Attachment B shall control.

(The parties hereby acknowledge that not all defined terms used in the original 911 Agreement are first letter capitalized and the parties agree to interpret those terms as if they were written first letter capitalized and used as defined terms therein.)”

### **2. Section 2.0 of the 911 Agreement is hereby amended to read as follows:**

#### **“2.0 TERM**

The term of this agreement shall be for a period of three (3) years beginning on the original Effective Date (December 1, 2017), expiring November 30, 2020.

With the execution of Amendment No. 1 to the EXCLUSIVE 911 AMBULANCE SERVICE AGREEMENT, the parties agree to extend the term of the current agreement for a period of one (1) year moving the expiration date to November 30, 2021.

The City reserves the right to revoke the one (1) year extension of this Agreement if Banner is unable to meet performance measures, implementation dates or requirements outlined in this Amendment No. 1 or the unchanged requirements of original Agreement.

This Agreement may be terminated by either party pursuant to Sections 16.1 or 16.2.”

### **3. Section 3.1.2 of the 911 Agreement is amended to hereafter read as follows:**

#### **“3.1.2 Dedicated Resources.**

##### **1. Dedicated Ambulances**

Beginning April 1, 2019, Banner will dedicate the following ambulances to the City’s Service Area:

- a. Two (2) primary full-time front-line ambulance vehicles twenty-four (24) hours per day, seven (7) days per week, Cross-Staffed with one (1) Banner paramedic and one (1) City Fire Department paramedic.

Positioning is at the sole discretion of the City, and,

- b. Three (3) Primary Full-Time Front-Line Ambulance Vehicle twenty-four (24) hours per day, seven (7) days per week, fully staffed with one (1) Banner paramedic and one (1) Banner EMT-IV. Positioning is at the sole discretion of the City.
- c. Banner's failure to meet this deadline will result in a penalty of two thousand four hundred dollars (\$2,400.00) per day / per unit until the unit is placed in service. This penalty will be paid to the City by Banner within 30 days of the occurrence.
- d. Banner shall be required to maintain staffing for the positions as described in this section, at its sole expense. Banner's failure to maintain staffing resulting in unavailability of a Dedicated Ambulance for one (1) minute up to twelve (12) hours will result in a penalty of one thousand two hundred dollars (\$1,200.00) per incident paid to the City by Banner within 30 days of the date the incident occurred.
- e. A minimum of one (1) reserve ambulance immediately available to be placed into service if a front-line ambulance is out of service for maintenance, repairs, in the event of system overload or mass casualty incident requiring additional resources.
- f. The number of Dedicated Ambulances may be adjusted from time to time as provided herein, except that Banner shall not be required to deploy ambulances at less than half-time which is defined as a shift of twelve (12) continuous hours, the start and end time for which shall be at City's sole discretion. At City's sole discretion, two (2) Primary Half-Time Front-Line Ambulances may be deployed in lieu of one (1) Primary Full-Time Front-Line Ambulance in order to balance the geographic concentration of calls, response times, and demand.
- g. At its sole option, City may elect to increase the number of Dedicated Ambulances that are Cross-Staffed with City Fire Department personnel by serving written notice to Banner according to the following schedule:
  - i. First added City paramedic:

|                          |                  |
|--------------------------|------------------|
| Notice date:             | October 31, 2019 |
| Effective staffing date: | February 1, 2020 |
  - ii. Second added City paramedic:

|              |                  |
|--------------|------------------|
| Notice date: | October 31, 2019 |
|--------------|------------------|

Effective staffing date: February 1, 2020

iii. Third added City paramedic:

Notice date: April 30, 2020

Effective staffing date: August 1, 2020

2. Ambulance Positioning

City shall confer with Banner regarding the Positioning of each Dedicated Ambulance taking into account factors including, but not limited to, call volume, response times, call location, call overlap, adequacy of fire station bays, and adequacy of fire station crew quarters. In the event of disagreement regarding ambulance Positioning, the decision of the City is final.

3. 911 Call Standard

In addition to the response time requirements listed later in this Agreement, the parties agree that the standard for determining the number of Banner Dedicated Ambulances assigned to City's Service Area is the aggregate mean average of eight (8) emergency and non-emergency 911 calls per ambulance per twenty-four hour shift. The parties recognize this standard to be appropriate as a measurable and objective standard that will contribute both to employee health and safety as well as excellent patient care.

4. 911 Call Data

The City shall assemble 911 Call Data and publish summary reports monthly. Said monthly reports shall be provided to Banner not later than the tenth (10<sup>th</sup>) day of each month.

Data for City-prepared reports shall be extracted from Banner's record management system and the City's record management system by City's Fire Chief who shall have unfettered access to the data from an electronic terminal located at Banner's North Colorado Medical Center or from an electronic terminal located at the City's Fire Department, as determined by Banner until Banner has moved to the City's electronic patient care reporting system as required later in this Agreement.

5. Future Determination of Number of Dedicated Ambulances

The determination for the number of dedicated ambulances to be deployed in the future shall be calculated as follows:

The total number of emergency and non-emergency 911 calls responded to in the data period;

DIVIDED BY

The number of days in the data period;

DIVIDED BY

Eight (8) 911 calls per vehicle per 24-hour shift.

The mathematical result is the Computed 911 Call Metric.

*Example using actual data for the period December 1, 2017 through July 23, 2018:*

$$[9,162 \text{ 911 calls} \div 235 \text{ days} \div 8 = 4.873 \text{ ambulances}]$$

6. Fractional Results

When the calculation of the number of dedicated ambulances results in a fraction of an ambulance expressed in decimals, the following Table 1 shall be used to determine the number of vehicles deployed:

| <b>Table 1</b><br>Determining Dedicated Vehicles<br>When Results Are Fractional |                   |
|---|-------------------|
| Fractional Result   | Dedicated Vehicle |
| Less than .4  | 0.0 vehicle       |
| .4 to .7  | 0.5 vehicle       |
| Greater than .7   | 1.0 vehicle       |

*Example: The computed number of dedicated ambulances using the 911 Call data for the period December 1, 2017 through July 23, 2018 is five (5) ambulances.*

*[Based upon Table 2, the computed result of 4.87 ambulances would round up to 5 ambulances.]*

7. Semi-Annual Adjustment to Number of Dedicated Ambulances

The number of dedicated ambulances shall be subject to adjustment upward or downward twice annually effective each April 1 and October 1 so as to maintain the response time standards and the 911 Call Standard of eight (8) 911 calls per ambulance per shift based upon the prior six (6) month period and allowing for a three (3) month ramp-up period, as follows:

| <b>Table 2</b><br>Schedule of Evaluating Number of Dedicated Ambulances |                               |                         |
|---|-------------------------------|-------------------------|
| Data Period   | Evaluation and Ramp-Up Period | Effective Date          |
| July thru December  | January thru March            | April 1 <sup>st</sup>   |
| January thru June   | July thru September           | October 1 <sup>st</sup> |

The first such semi-annual review and adjustment in the number of Dedicated Ambulances will become effective October 1, 2019 based upon changes in the Computed 911 Call Metric for the period January 1, 2019 through June 30, 2019.

8. Restricted Service and Liquidated Damages

Ambulances dedicated for service to the City Service Area must not be dispatched outside of the City except in instances of a Mass Casualty Incident or Mutual Aid in a neighboring jurisdiction to City with whom City has entered into a Mutual Aid agreement. Banner shall not enter into a mutual aid agreement with any other entity for the use of the City Dedicated Ambulances. All Mutual Aid requests for Dedicated Ambulances will be requested through Weld County Regional Communications Center.

In the event that Banner directs a Dedicated Ambulance to respond to a 911 Call outside of City's Service Area for any call other than a Mass Casualty Incident or Mutual Aid in a neighboring jurisdiction to City with whom City has entered into a Mutual Aid agreement, City may assess Banner damages. Inasmuch as it is impractical to compute the amount of damage to City for each incidence, the parties agree to a liquidated damage amount of \$150.00 per incident.

9. Responsibility for Expense

Banner must furnish and maintain, at its sole expense, all dedicated front line and reserve ambulances and all accessory equipment.

10. Responsibility for Policies and Procedures

All ambulances must comply with Banner's standard policies and procedures, and the requirements of applicable state and federal law.

11. Ancillary Equipment

- a. Banner must equip, at its sole expense, all ambulances performing services under this Agreement, or that may perform services under this Agreement, with a two-way radio sufficient to maintain contact with the dispatch center utilized by the City Fire Department. These two-way radios will have the capability of communicating on radio channels that City Fire Department is dispatched on and any fire ground or mutual aid radio channels that may be utilized by the City Fire Department.
- b. In addition to County, State and Federal requirements, Banner, at its sole expense, must equip all ambulances operating in the City Service Area with the following equipment:
  1. One Cardiac Monitor / defibrillator with a minimum of 4-lead, 12-lead, continuous waveform capnography, transcutaneous pacing and pulse oximetry that is compatible with equipment carried by the City Fire Department apparatus.
  2. One power cot with power load.
  3. One stair chair with decent assist.
  4. Video laryngoscope handle and blades.
  5. Opticom traffic device compatible with CITY traffic lights.”

**4. Section 3.5.1 is hereby amended to hereafter read as follows:**

**“3.5.1 Banner Staffing.**

1. City shall confer with Banner in the determination of which primary front-line ambulance assigned by Banner shall be Cross-Staffed by personnel assigned by Banner and by City and which shall be fully staffed by Banner personnel ONLY. In the event of disagreement on staffing, the decision of the City is final.
2. In the case of Cross-Staffed ambulances, Banner's assigned personnel shall consist of one (1) State-Certified Paramedic to each ambulance. Each Banner Paramedic shall meet the guidelines of Colorado law and the rules and regulations of the Emergency Management Services Division of the Colorado Department of Health.

In the case of non-crossed-staffed ambulances, Banner's personnel shall consist of no less than one (1) State-Certified Paramedic and one (1) State-Certified EMT-IV, each of whom shall meet the guidelines of Colorado law and the rules and regulations of the Emergency Management Services Division of the Colorado Department of Health.

3. Banner staff assigned to ambulances designated to City shall at all times remain the employees of Banner and Banner shall be responsible for the staffing and human resource issues of said employees. Operational and system management of Banner employees and Dedicated Ambulances will be at the direction of the station Lieutenant or shift Battalion Chief. During an emergency or non-emergency incident, the City police Incident Commander or the City Fire Department Incident Commander shall direct the work of Banner personnel covered by this Agreement unless Banner is the only resource responding to the incident.
4. Banner shall staff all Dedicated Ambulances with Banner personnel working a 24 hour work schedule no later than May 4, 2019. The start time for the 24 hour shift shall be 07:00am.



**5. Section 3.5.2 Personnel Issues, is hereby amended to hereafter read as follows:**

**“3.5.2 Personnel.**

The parties agree that a cohesive work environment is important for delivery of quality service.

1. All Banner personnel shall be assigned to a City Fire Department station as assigned by the City based upon 911 call distribution either by Positioning or by affiliation.
2. All Banner personnel assigned to Dedicated Ambulances Positioned at a City Fire Station will be expected and required to participate in daily station maintenance.
3. All Banner personnel assigned to Dedicated Ambulances in the City will be expected and required to participate in training sessions scheduled during work hours that have content specific to: (a) their job description, (b) community safety and prevention efforts, and/or (c) public education and community outreach activities.
4. All Banner personnel will be welcome to: (a) participate in sharing group meals and refreshments with City Fire Department personnel (and likewise in sharing their pro rata allocation of out-of-pocket expenses for said meals and refreshments), and (b) enjoy station amenities including day room and physical fitness equipment.
5. The parties agree to develop, maintain & enforce a mutual policy on Fatigue Management for personnel working under the terms of this Agreement.
6. The parties agree to address personnel issues that are affecting the cohesive interactions of personnel from both entities by reporting any concerns to the Quality Assurance Group (described in 911 Agreement Section 3.1.1) for resolution. 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 City Fire Chief and the Banner Director of EMS Services. Employees must comply with their respective agencies' personnel policies. In the event of disagreement

regarding removal or re-assignment of a City employee or a Banner employee, the decision of the City is final.”

**6. Section 3.6 is hereby amended to read as follows:**

**“3.6 SCENE CONTROL**

**1. Crime and Police Scenes.**

The Greeley Police Department shall have jurisdiction and control of all crime scene or police duties to which Banner is requested to respond.

**2. Other Emergency and Non-Emergency Scenes**

The City’s highest-ranking officer or Incident Commander on the scene shall have control of all fire, rescue, medical, and any other emergency or non-emergency scenes.

**3. Radio Communications**

The parties acknowledge and agree that coordinated radio communications are critical to crew safety and system efficiency.

Not Later than April 8, 2019, all Dedicated Ambulances must operate on the City Fire Department dispatch channel or assigned fire ground channel for all communications for 911 emergencies and 911 non-emergencies in the City Service Area. For purposes of this Agreement, all radio communications include, but are not limited to, ‘dispatch’, ‘en route’, ‘on scene’, ‘on scene in the area’, ‘departing scene, or other communications relating to the incident.

Banner ambulances that are not part of the Dedicated Ambulances in the City Service Area but that are requested to respond to a 911 emergency or 911 non-emergency call in the City Service Area must tune to the assigned fire dispatch or fire ground channel immediately upon being dispatched and must then continuously monitor that channel until the unit is released from the scene.

When dispatched, the non-Dedicated Ambulance crew must notify the Incident Commander with the location from which they are responding and their estimated time of arrival (ETA) at the scene. All communication during that response must be conducted on the assigned fire ground radio channel.

Upon arrival at the scene, Banner personnel must contact the Incident Commander for assignment and work within the assigned fire ground channel designated by 911 dispatch or the Incident Commander directly.

At all times, medical care providers are under the command of and directly responsible to the Incident Commander.

4. Medical Control.

Medical Control on 911 emergency and 911 non-emergency scenes will be the first arriving emergency medical services provider from the City Fire Department or Banner that establishes patient contact and begins treatment.

If City Fire Department personnel arrive first and establish patient care, that provider shall maintain Medical Control until the patient care has been transferred utilizing a hand off report to the City Fire Department Paramedic or the Banner provider on the responding ambulance.

Once patient care has been transferred, the provider in which the patient care was transferred to will have Medical Control until the patient care has been transferred to the receiving facility or another medical provider.

While on scene, Medical Control will work directly through the Incident Commander for resource requests or other needs. The Incident Commander and Medical Control shall always work collaboratively to provide quality patient care and transportation of the patient to the appropriate destination.

5. Additional Resources.

All additional resource requests shall be requested through the City of Greeley Incident Commander or responding Greeley Fire unit. Banner personnel shall not request or cancel additional resources without going through the Incident Commander unless the Banner unit is the only resource responding to the incident.”

7. Section 3.9 is hereby amended to read as follows:

**“3.9        SYSTEM OVERLOAD**

When all Dedicated Ambulances are busy on 911 calls, the Greeley Battalion Chief will request mutual aid ambulances through the dispatch center.”

8. Section 3.10 is hereby amended to read as follows:

**“3.10   DISPOSABLE SUPPLIES REPLACEMENT.**

The parties agree that ambulance crews should make every effort to restock ambulances after each transport, however, a supply cache of Disposable Medical Supplies at each fire station that houses an ambulance will help prevent unnecessary movement of ambulance to restock supplies when the ambulance transports to a non-Banner facility. Banner agrees to restock the City on a one-to-one basis for those

"Disposable Medical Supplies" used by the City during all mutually responded to 911 emergencies or 911 non-emergencies, where Banner ultimately provides transport to a hospital or treated and released the patient for whom such supplies were used. City agrees that City shall not bill for any items which Banner has replenished on a one- to-one basis.

### **3.10.1 "Disposable Medical Supplies" defined.**

"Disposable Medical Supplies" are those medically necessary items used by City's EMS and Fire First Responders 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 City during all mutually responded to 911 emergencies or 911 non-emergencies, where Banner ultimately provides transport to a hospital or treated and released the patient for whom such supplies were used.

Exclusions: Banner will not be responsible for restocking pharmaceutical classified as controlled Narcotics or Benzodiazepines that are controlled by the DEA.

### **3.10.2 Oxygen and Oxygen Cylinders**

Banner will provide at its own expense all portable and house oxygen cylinders at each station that a Dedicated Ambulance is assigned. This includes the costs associated with cylinders, maintenance, refills, delivery and storage.

”

## **9. Section 3.14 is hereby amended to read as follows:**

### **“3.14 RECORDS MANAGEMENT**

Banner shall operate on the City Fire Department patient care reporting system for all documentation of calls in the City Response Area by April 8, 2019. Banner shall furnish and maintain, at its sole expense, any additional software or hardware that is required.”

## **10. Section 3.15 is hereby amended to read as follows:**

### **“3.15 ROUTINE TRANSPORT NON-EMERGENCY CONTACT NUMBER**

Not later than April 1, 2019, Banner must furnish, fully implement, and maintain, at its sole expense, a non-emergency routine transport phone number that is staffed 24 hours a day, 7 days a week. This phone number will be utilized for all non-emergency and/or scheduled transports that have traditionally gone through the 911 Dispatch Center.

Banner must fully implement IFT outreach, education and training program not later than June 1, 2019 and must maintain the program throughout the term of this Agreement. The program shall include print material distributed to nursing homes, skilled nursing facilities, doctors' offices, urgent care facilities, free standing emergency departments and other related facilities on a regular and reoccurring basis in an effort to reduce the use of 911 for non-emergencies."

## **11. Definition of Terms**

**A new Attachment B, Definitions is hereby added to the 911 Agreement to read as follows:**

### **"ATTACHMENT B"**

#### **DEFINITIONS**

**"24 Hour Period"** means the measure of time from 07:00 hours to 07:00 hours the next day.

**"911 Ambulance Services"** means the system of mobile assistance vehicles capable of rendering aid and transporting patients dispatched in response to a call for emergency or non-emergency medical treatment made to the Weld County Regional Communication Center by dialing 9-1-1.

**"911 Call"** means a call for emergency or non-emergency medical treatment made to the Weld County Regional Communication Center by dialing 9-1-1.

**"911 Call Data"** means the facts and figures that represent actual calls received and responded to by ambulances assigned to the City Service Area for a specific period of time and tallied by Service Unit, Station or other factor.

**"911 Call Standard"** means eight (8) calls for emergency or non-emergency ambulance services performed by one (1) ambulance in a 24 Hour Period.

**"911 Dispatch Center"** means Weld County Regional Communication Center reached by the public by dialing 9-1-1.

**"911 Service Delivery System"** means those evolving patient-centered services that may include, but are not limited to, emergency response to 911 Calls, transporting patients for emergency treatment and care, sending healthcare professionals into the homes of patients to help with chronic disease management and education, post-hospital discharge follow-up, navigating patients to destinations such as primary care, urgent care, mental health or substance abuse treatment centers, deploying telemedicine to connect patients with caregivers, and providing telephone advice or other assistance to non-urgent 911 callers in lieu of sending an ambulance crew.

**"Certified EMT-IV"** means an emergency medical technician that meets the guidelines of Colorado law and the rules and regulations of the Emergency Management Services

Division of the Colorado Department of Health for the administration of basic life support treatment.

**“Certified Paramedic”** means a healthcare professional that responds to emergencies outside of a hospital that meets the guidelines of Colorado law and the rules and regulations of the Emergency Management Services Division of the Colorado Department of Health for the administration of advanced life support treatment.

**“Banner Director of EMS Services”** means Banner’s Director of EMS Services or his/her designated representative.

**“City Service Area”** means the territory within the boundaries of the City of Greeley, and the Western Hills Fire Protection District.

**“Computed 911 Call Metric”** means the aggregate mean average number of 911 call responses per ambulance per 24 Hour Period.

**“Cross-Staffed”** means a Dedicated Ambulance staffed by a crew of two Paramedics, one an employee of Banner and the other an employee of City.

**“Dedicated Ambulances”** means ambulance(s) assigned to the City Service Area for dispatch to 911 calls within the City Service Area exclusively except in instances of system overload or a Mass Casualty Incident in a neighboring jurisdiction with whom City has entered into a Mutual Aid agreement.

**“Fatigue Management”** means monitoring the number of calls managed by, and rest cycles the providers working on transport ambulances have per 24 hour shift.

**“Fire Chief”** means City’s Fire Chief or his/her designated representative.

**“Incident Command”** means the person or persons responsible for controlling the scene and responder resources at an event or emergency.

**“Inter Facility Transport” (“IFT”)** means a non-emergency request by a skilled nursing facility, medical doctor, free standing emergency room, emergency room, urgent care or like facility, for a non-emergency transport of a patient to a different location.

**“Mass Casualty Incident”** means any incident in which emergency medical service resources are overwhelmed by the number and/or severity of casualties in an accident or disaster.

**“Medical Control”** means a medical provider that is the primary care provider for a patient during an incident.

**“Mutual Aid”** means the act of assisting a neighboring jurisdiction in its response to an emergency or Mass Casualty Incident in that neighboring jurisdiction when its response resources have been depleted or overwhelmed and when the assistance is in accordance with an existing written agreement between the City and the neighboring jurisdiction.

**“Positioning” or “Positioned”** means the attachment of a Dedicated Ambulance and its crew to a Fire Department Station or other location determined by City.

**“Primary Full-Time Front-Line Ambulance Vehicle”** means a mobile assistance vehicle capable of rendering aid and transporting patients dispatched in response to a call for emergency or non-emergency medical treatment made to the Weld County Regional Communication Center by dialing 9-1-1, available twenty-four (24) continuous hours per day, no older than six (6) years of age, maintained in top operating condition according to manufacturer’s specifications, freshly painted and properly labeled as an emergency vehicle, and equipped with specified ancillary equipment.

**“Primary Half-Time Front-Line Ambulance Vehicle”** means a mobile assistance vehicle capable of rendering aid and transporting patients dispatched in response to a call for emergency or non-emergency medical treatment made to the Weld County Regional Communication Center by dialing 9-1-1, available twelve (12) continuous hours per day, no older than six (6) years of age, maintained in top operating condition according to manufacturer’s specifications, freshly painted and properly labeled as an emergency vehicle, and equipped with specified ancillary equipment.

**“Quality Assurance Group”** means a committee of two members, one (1) appointed by City’s Fire Chief and one (1) appointed by Banner’s Director of EMS Services whose primary responsibility is to collect and analyze data regarding 911 Calls and responses and to make recommendations to the parties regarding system improvements.

**“Quality Improvement Group”** means a committee of two members, one (1) appointed by City’s Fire Chief and one (1) appointed by Banner’s Director of EMS Services whose primary responsibility is to evaluate overall system efficiency, cost, responsiveness, and performance, including, but not limited to, recommendations made by the Quality Assurance Group, and to make recommendations regarding overall system improvements to City Fire Chief and Banner Director of EMS Services.

**“Unit Utilization”** means the total number of 911 calls for emergency and non-emergency incidents in a 24 Hour Period.”

## **12. Other Terms and Conditions; Conflicting Terms and Conditions**

Except as expressly modified by this Amendment No. 1, all other terms and conditions of the 911 Agreement shall remain unchanged. In the event of any conflict between the terms of this Amendment No. 1 and the terms of the 911 Agreement, the terms and conditions of this Amendment No. 1 shall prevail and control.

[SIGNATURE PAGE TO FOLLOW]

The persons executing this Amendment No. 1 on behalf of the parties hereto warrant (i) that they are duly authorized to execute and deliver this Amendment No. 1 on behalf of their respective party, (ii) by so executing this Amendment No. 1 such party is formally bound to the provisions of this Amendment No. 1, and (iii) the entering into this Amendment does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed this Amendment 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 BANNER:

BANNER HEALTH  
D/B/A  
NORTH COLORADO MEDICAL CENTER

By: \_\_\_\_\_

Derek Strader  
CHIEF OPERATING OFFICER

Date: \_\_\_\_\_

FOR CITY OF GREELEY:

By: \_\_\_\_\_

Roy Otto  
CITY MANAGER

Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_

Douglas Marek  
CITY ATTORNEY

APPROVED AS TO AVAILABILITY OF FUNDS

By: \_\_\_\_\_

Renee Wheeler  
DIRECTOR OF FINANCE



**Memorandum of Understanding**  
**Between**  
**The City of Greeley and International Association of Firefighters, Local 888**

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the Greeley Firefighters Local 888 ("Union") and the City of Greeley ("City") to address staffing levels during the term of 2019-2020 Collective Bargaining Agreement.

**WHEREFORE:** The City and the Union recognize the goal of the Greeley Fire Department is to provide the citizens a high level of service while maintaining the safety of its firefighters.

**WHEREFORE:** the City desires to collaborate with the Union on big picture issues concerning the Fire Department.

**THEREFORE:** Without abrogating or limiting the management rights set forth in Article IV in the 2019-2020 collective bargaining agreement between the Parties, it is the Parties' goal to staff as follows:

- A. Each Engine Company should have a minimum of three (3) line personnel;
- B. One Ladder/Truck Company should have a minimum of four (4) line personnel; and
- C. In the event City Council approves 3 additional FTE's then each Ladder/Truck company should have a minimum of four (4) line personnel except such times one firefighter is assigned to inspections; and
- D. Each Battalion should have a minimum of one (1) Captain per shift.

The City will engage in good faith efforts to meet these levels for the term of the 2019-2020 Collective Bargaining Agreement between the Parties. However, the City retains discretion to change staffing to meet City needs. When the City decides that a change to the staffing levels identified above is necessary, the City will meet with the Union to discuss why those changes are necessary and receive feedback from Union representatives prior to making those changes. When the conditions that cause a reduction in staffing are financial in nature, an evaluation of how and if staffing levels can be restored to the levels identified above shall be performed in conjunction with the Union.

Within fourteen (14) days of the date of the MOU, the parties shall establish a Joint Task Force to address the firefighter safety and out-of-district response issues that have arisen concerning the City's contract with Banner for ambulance services. The Joint Task Force shall consist of two (2) members appointed by the Union and the two (2) City Employees designated by the Chief. The Joint Task Force shall conduct such meetings as are necessary to formulate written recommendations to the Chief within sixty (60) days of this MOU, and then to the City Manager within an additional 15 days. At the conclusion of the Joint Task Force process at the first available City Council work session the Joint Task Force will present its findings to City Council.

The task force will meet no less frequently than every 6 months to review and advise in any future ambulance staffing service models. The task force shall be permitted to convey any findings to the Chief, then the City Manager, and then to City Council at a work session no later than June 30, 2020. The presentation of the findings to the Chief shall occur at least 30 days before the City Council work session and the presentation of the findings to the City Manager shall occur at least 15 days prior to the City Council work session.