

SERVICES AGREEMENT

THIS AGREEMENT made and entered into the day and year set forth below by and between the POUDDRE FIRE AUTHORITY, a Colorado intergovernmental fire authority, hereinafter referred to as the "PFA" and UNIVERSITY OF COLORADO HEALTH – POUDDRE VALLEY HOSPITAL, a Colorado Non-profit Corporation, hereinafter referred to as "Service Provider".

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. Scope of Services. The Service Provider agrees to provide services in accordance with the scope of services attached hereto as Exhibit "A", consisting of twenty (20) pages and incorporated herein by this reference.
2. Contract Period. This Agreement shall commence June 1, 2015, and shall continue in full force and effect until May 31, 2016, unless sooner terminated as herein provided. In addition, at the option of the PFA, the Agreement may be extended for additional one year periods not to exceed four (4) additional one year periods. After the initial five (5) year contract period, the contract may be extended for up to five (5) additional one year periods subject to approval by the PFA Board and negotiation of a mutually acceptable extension agreement.
3. Delay. If either party is prevented in whole or in part from performing its obligations by unforeseeable causes beyond its reasonable control and without its fault or negligence, then the party so prevented shall be excused from whatever performance is prevented by such cause. To the extent that the performance is actually prevented, the Service Provider must provide written notice to the PFA of such condition within fifteen (15) days from the onset of such condition.

4. Early Termination by PFA/Notice. Notwithstanding the time periods contained herein, the PFA may terminate this Agreement at any time without cause by providing written notice of termination to the Service Provider. Such notice shall be delivered at least fifteen (15) days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties. All notices provided under this Agreement shall be effective when mailed, postage prepaid and sent to the following addresses:

Service Provider:	PFA:	Copy to:
Poudre Valley Healthcare Inc.	Poudre Fire Authority	PFA
Attn: Steve Main	Attn: Chief DeMint	Attn: Purchasing Dept.
1024 S Lemay Ave	102 Remington St.	PO Box 580
Fort Collins, CO 80524	Fort Collins, CO 80524	Fort Collins, CO 80522

In the event of early termination by the PFA, the Service Provider shall be paid for services rendered to the date of termination, subject only to the satisfactory performance of the Service Provider's obligations under this Agreement. Such payment shall be the Service Provider's sole right and remedy for such termination.

5. Contract Sum. The Service Provider shall pay PFA as provided herein, pursuant to Exhibit A, Scope of Services; Exhibit B, Agreement for Dispatch Services; and Exhibit C, Agreement for Use of Opticom System attached hereto.
6. PFA Representative. The PFA will designate, prior to commencement of the work, its representative who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the services provided under this agreement. All requests concerning this agreement shall be directed to the PFA Representative.
7. Independent Service provider. The services to be performed by Service Provider are those of an independent service provider and not of an employee of the PFA of Fort Collins. The PFA shall not be responsible for withholding any portion of Service Provider's compensation hereunder for the payment of FICA, Workmen's Compensation or other taxes or benefits or for any other purpose.

8. Subcontractors. Service Provider may not subcontract any of the Work set forth in the Exhibit A, Statement of Work without the prior written consent of the PFA, which shall not be unreasonably withheld. If any of the Work is subcontracted hereunder (with the consent of the PFA), then the following provisions shall apply: (a) the subcontractor must be a reputable, qualified firm with an established record of successful performance in its respective trade performing identical or substantially similar work, (b) the subcontractor will be required to comply with all applicable terms of this Agreement, (c) the subcontract will not create any contractual relationship between any such subcontractor and the PFA, nor will it obligate the PFA to pay or see to the payment of any subcontractor, and (d) the work of the subcontractor will be subject to inspection by the PFA to the same extent as the work of the Service Provider.
9. Personal Services. It is understood that the PFA enters into the Agreement based on the special abilities of the Service Provider and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Service Provider shall neither assign any responsibilities nor delegate any duties arising under the Agreement without the prior written consent of the PFA.
10. Acceptance Not Waiver. The PFA's approval or acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the PFA under this Agreement or cause of action arising out of performance of this Agreement.
11. Warranty.
 - a. Service Provider warrants that all work performed hereunder shall be performed with the highest degree of competence and care in accordance with accepted standards for work of a similar nature.

- b. Unless otherwise provided in the Agreement, all materials and equipment incorporated into any work shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be acceptable to PFA.
 - c. Service Provider warrants all equipment, materials, labor and other work, provided under this Agreement, except PFA-furnished materials, equipment and labor, against defects and nonconformances in design, materials and workmanship/workwomanship for a period beginning with the start of the work and ending twelve (12) months from and after final acceptance under the Agreement, regardless whether the same were furnished or performed by Service Provider or by any of its subcontractors of any tier. Upon receipt of written notice from PFA of any such defect or nonconformances, the affected item or part thereof shall be redesigned, repaired or replaced by Service Provider in a manner and at a time acceptable to PFA.
12. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this agreement, such party may be declared in default thereof.
13. Remedies. In the event a party has been declared in default, such defaulting party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail himself of any other remedy at law or equity. If the non-defaulting party commences legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees and costs incurred because of the default.

14. Binding Effect. This writing, together with the exhibits hereto, constitutes the entire agreement between the parties and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.

15. Indemnity/Insurance.
 - a. The Service Provider agrees to indemnify and save harmless the PFA, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, result from or occurring in connection with the performance of any service hereunder.

 - b. The Service Provider shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property.

 - c. Without limiting any of the Service Provider's obligations hereunder, the Service Provider shall provide and maintain insurance coverage naming the PFA as an additional insured under this Agreement of the type and with the limits specified within Exhibit D, consisting of one (1) page, attached hereto and incorporated herein by this reference. The Service Provider before commencing services hereunder, shall deliver to the PFA's Director of Purchasing and Risk Management, P. O. Box 580 Fort Collins, Colorado 80522 one copy of a certificate evidencing the insurance coverage required from an insurance company acceptable to the PFA.

16. Entire Agreement. This Agreement, along with all Exhibits and other documents incorporated herein, shall constitute the entire Agreement of the parties. Covenants or representations not contained in this Agreement shall not be binding on the parties.

17. Law/Severability. The laws of the State of Colorado shall govern the construction interpretation, execution and enforcement of this Agreement. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

18. Prohibition Against Employing Illegal Aliens. Pursuant to Section 8-17.5-101, C.R.S., et. seq., Service Provider represents and agrees that:
 - a. As of the date of this Agreement:
 1. Service Provider does not knowingly employ or contract with an illegal alien who will perform work under this Agreement; and
 2. Service Provider will participate in either the e-Verify program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the “e-Verify Program”) or the Department Program (the “Department Program”), an employment verification program established pursuant to Section 8-17.5-102(5)(c) C.R.S. in order to confirm the employment eligibility of all newly hired employees to perform work under this Agreement.

 - b. Service Provider shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or knowingly enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this Agreement.

 - c. Service Provider is prohibited from using the e-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

- d. If Service Provider obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Service Provider shall:
 - 1. Notify such subcontractor and the PFA within three days that Service Provider has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - 2. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not cease employing or contracting with the illegal alien; except that Service Provider shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- e. Service Provider shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

- f. If Service Provider violates any provision of this Agreement pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the PFA may terminate this Agreement. If this Agreement is so terminated, Service Provider shall be liable for actual and consequential damages to the PFA arising out of Service Provider's violation of Subsection 8-17.5-102, C.R.S.

- g. The PFA will notify the Office of the Secretary of State if Service Provider violates this provision of this Agreement and the PFA terminates the Agreement for such breach.

19. Special Provisions. Special provisions or conditions relating to the services to be performed pursuant to this Agreement are set forth in Exhibit "B" – Agreement for Dispatch Services, consisting of six (6) pages; Exhibit "C" – Agreement for Use of Opticom System, consisting of six (6) pages; and Exhibit "E" - Confidentiality, consisting of one (1) page, attached hereto and incorporated herein by this reference.

POUDRE FIRE AUTHORITY

By: 
PFA BOARD CHAIR

Date: May 5, 2015

ATTEST:


Secretary

APPROVED AS TO FORM:


Assistant City Attorney

UNIVERSITY OF COLORADO HEALTH –
POUDRE VALLEY HOSPITAL

By: 
Kevin Unger, PRESIDENT & CEO

Date: 5/8/15

EXHIBIT A SCOPE OF SERVICES

SECTION 1.0 DEFINITIONS

Terms used in this Agreement shall have the following meaning:

"Advanced Emergency Medical Technician (AEMT)" - an individual who has a current and valid AEMT certificate issued by the state of Colorado and who is authorized to provide limited acts of advanced emergency medical care in accordance with these rules.

"Ambulance" means any privately or publicly owned motor vehicle, aircraft, or marine craft that is regularly provided or offered to be provided for the emergency transportation of persons suffering from illness, injury or disability including any unit registered with the State of Colorado as an advanced life support Ambulance.

"Ambulance Provider" or "Ambulance Service Provider" means a Paramedic Staffed Advanced Life Support Ambulance provider licensed by the State of Colorado that responds to 911 dispatched calls.

"Ambulance Service Area" or "ASA" means a specific geographic area of Northern Larimer County Colorado which is served by the sole Ambulance service provider.

"Ambulance Service" means any individual, partnership, corporation, association, governmental agency or other entity that holds an Advanced Life Support Ambulance provider license issued by Larimer County, Colorado to provide emergency and non-emergency care and transportation to sick, injured or disabled persons.

"AVL/MDC" means Automatic Vehicle Locator/Mobile Data Computer.

"Board" means the PFA Board of Directors.

"Colorado Medical Board" - the Colorado Medical Board established in Title 12, Article 36, C.R.S., formerly known as the state Board of Medical Examiners.

"Contractor" means the sole 911 Emergency Medical Service provider under contract with the PFA.

"Coordinated Compliance" means an authorized ALS provider operating under the PVHS Physician Advisor arrives prior to the Contractor which stops the response clock.

"Department" means the Poudre Fire Authority.

"Dispatch" means the Fort Collins 911 which is a 24 hour, 365 day a year operation, and is the Public Safety Answering Point (PSAP) responsible for answering 911 calls.

"Emergency Ambulance Service" means the provision of advanced or basic life support, and transportation by Ambulance, if appropriate, in response to medical and traumatic emergencies.

"Emergency Medical Technician (EMT)" - an individual who has a current and valid EMT certificate issued by the department and who is authorized to provide basic emergency medical care in accordance with these rules.

"Emergency Medical Technician with Intravenous Authorization (EMT-IV)" - an individual who has a current and valid EMT certificate issued by the state of Colorado and who has met the conditions defined in Section 5.5 of these rules.

"Emergency Medical Technician-Intermediate (EMT-I)" - an individual who has a current and valid EMT-Intermediate certificate issued by the state of Colorado and who is authorized to provide limited acts of advanced emergency medical care in accordance with these rules.

"EMD" means Emergency Medical Dispatch.

"EMS" or "Emergency Medical Services" means those pre-hospital functions and services whose purpose is to prepare for and respond to medical and traumatic emergencies, including rescue and Ambulance services, patient care, communications and evaluation.

"EMS Physician Advisor" or "Medical Director" means a PFA approved Emergency Medicine physician Colorado licensed in good standing who authorizes and directs, through protocols and standing orders, the performance of students-in-training enrolled in department-recognized EMS education programs, graduate AEMTs, EMT-I's or paramedics, or EMS providers of a pre-hospital EMS service agency and who is specifically identified as being responsible to assure the competency of the performance of those acts by such EMS providers as described in the physician's medical Continuous Quality Improvement (CQI) program.

"EMS Provider" means an individual who holds a valid emergency medical service provider certificate issued by the Colorado Department of Health and Environment, Health Facilities and Emergency Medical Services Division and includes Emergency Medical Technician, Advanced Emergency Medical Technician, Emergency Medical Technician-Intermediate and Paramedic.

"EMS Service Agency" - any organized agency including but not limited to a "rescue unit" as defined in Section 25-3.5-103(11), C.R.S., using EMS providers to render initial emergency medical care to a patient prior to or during transport.

"First Responder", "QRT" or "First Response Agency" means fire and other governmental or private agencies providing non-transport capable Emergency Medical Services in the Northern Larimer County Emergency Response Area.

"ICS" means Incident Command System which is a standardized on-scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, designed to aid in the management of resources during incidents. It is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, to organize field-level incident management operations.

"Incident Commander" is the individual in charge of any 911 response on scene.

"NCRETAC" is the Northern Colorado Regional EMS/Trauma Advisory Council.

"NIMS" or "National Incident Management System" is a standardized approach to incident management developed by the Department of Homeland Security.

“NLCERA” or “Northern Larimer County Emergency Response Area” is the geographic area currently covered by Poudre Valley Hospital Ambulance encompassing 2,200 square miles in Northern Larimer County and parts of Western Weld County (see attached map in Exhibit A)

“Northern Larimer County EMS Board” means the board comprised of selected representatives of NLCERA EMS to focus a continual improvement of outcome oriented, patient centered, pre-hospital care for the citizens in the NLCERA.

"Paramedic" - an individual who has a current and valid paramedic certificate issued by the state of Colorado and who is authorized to provide advanced emergency medical care in accordance with these rules.

"Protocol" – are written standards for patient medical assessment and management approved by the medical director.

"Participating Agency" means a fire service agency (fire district or fire department) that has an IGA with the PFA for Emergency Medical Services.

“Participating Providers” means an agency or provider that provides Paramedic level care.

“Partners” refers collectively to fire service agencies which have entered into an Intergovernmental Agreement (IGA) with the PFA to represent their interest regarding Emergency Medical Services for their designated area. Members of the consortium are Fire Departments represented by Poudre Fire Authority for the purpose of contracting with a sole 911 Emergency Medical Service provider.

“PSAP” or “Public Safety Answering Point” means the Fort Collins 911 which is responsible for answering 911 calls.

"Response Time" means the length of time between the notification of each provider (Participating Provider or Ambulance Provider) and the arrival of their respective Advanced Life Support (ALS) emergency medical service unit(s) at the incident scene or staging area.

“System Status Plan” also referred to as **“Deployment Plan”** is the management of the EMS Contractor’s system to meet the fluid deployment of ambulances to answer expected demand, expressed as calls for service, in the attempt to provide faster response by locating ambulances at “posts” nearer their next calls

"Zone" means one of five (5) areas into which the ambulance services area is divided which are used for determining response times within the NLCERA. (Refer to map in Exhibit A)

2.0 PERFORMANCE REQUIREMENTS

2.1 Deployment Plan (or System Status Plan)

Contractor shall be required to develop and maintain a current Deployment Plan and must include the following elements:

1. Identification and the number of ambulances to be deployed during each hour of the day and day of week.
2. A description of 24 hour system status management strategies to deploy or re-deploy resources to meet performance requirements.

3. A description of how the Contractor will meet the demand for emergency ambulance response during peak periods and during unexpected periods of unusually high call volume.
4. A map identifying proposed ambulance station or post locations to meet response times in each Zone.
5. A description of staffing plans including the number of full time or part time employees.
6. A description of the planned use of call back crews.

The Contractor shall submit any substantial changes to the Deployment Plan to PFA as part of the month report as applicable. The Contractor shall also submit the latest Deployment Plan to PFA annually.

2.2 Operations Section

RESPONSE TIME: DEFINITIONS AND STANDARDS

The selected Contractor will have the flexibility to choose the means and methods for providing efficient and effective 911 Ambulance services. Performance that meets or exceeds the response time requirements of the AGREEMENT is the result of Contractor's expertise and choice of the means and methods, and therefore is solely Contractor's responsibility.

- A. Response Time:** For the purposes of this service, response times for 911 emergent and non-emergent responses will be measured from the time of unit notification until the Contractor's, or another authorized paramedic-staffed response vehicle, stops the response time clock by transmission from Contractor's Ambulance or authorized mutual aid Ambulance of the "unit arrived on scene" status signal to Computer-Aided Dispatch ("CAD"). For purposes of measuring response times, the official time will be the time displayed by the CAD system in use at the Public Safety Answering Point ("PSAP").
- B. Arrival on scene** means the moment an Ambulance crew notifies the PSAP (verbal or electronic) that it is fully stopped at the location where the Ambulance will be parked while the crew exits to approach the patient. In situations where the Ambulance has responded to a location other than the scene (e.g. staging areas for hazardous scenes), arrival "on scene" will be the time the Ambulance arrives at the designated staging location. In the instance of apartment or business complexes, such transmission shall not be made until the Ambulance actually arrives at the point closest to the specified apartment or business to which it can reasonably be driven. In instances when the Ambulance fails to report "on scene," the time of the next communication with the Ambulance will be used as the "on scene" time. However, Contractor may appeal such instances when it can document the actual arrival time through other means.

Ninety-percent Compliance Standard. The Contractor must operate the Emergency Ambulance service so as to achieve 90% response time compliance in each Zone every month, measured separately for 911 emergent and non-emergent calls. Exceptions will be reviewed on a case by case basis.

For example, to be in compliance for 911 emergent responses in Zone 1, the Contractor must place a Paramedic on scene for each emergent call within eight minutes and fifty nine seconds (8:59). Response time requirements are set forth below for 911 emergent and non-emergent calls within each Zone.

- C. Per Call Standard.** Contractor must meet all “standard” response times to meet response requirements. Each call/month/Zone will be assessed for compliance. In addition, any response that exceeds the maximum time may be assessed a penalty at PFA’s sole discretion. Contractor has the opportunity to submit exception reports for any non-compliant time reports for evaluation for that month.
- D. Response Times.** Response time requirements are set forth in the following tables for 911 emergent and non-emergent calls:

Priority	Nature	Medical Priority Dispatch System
Emergent	Life threatening emergency	EMD determinants: Echo, Delta, Charlie & designated Bravo code 3
Non-Emergent	Non-life threatening emergency	EMD determinants: Bravo, Alpha and Omega Calls without a MPDS classification*

* Initially uncoded medicals will be treated as non-emergent for response time assessment until an effective methodology is established for tracking.

ZONE	EMERGENT	EMERGENT	NON-EMERG	NON-EMERG
	<i>Standard</i>	<i>Maximum</i>	<i>Standard</i>	<i>Maximum</i>
Zone 1	8:59 minutes	11:59 minutes	11:59 minutes	14:59 minutes
Zone 2	None	11:59 minutes	None	30:00 minutes
Zone 3	None	23:59 minutes	None	30:00 minutes
Zone 4	None	60:00 minutes	None	120:00minutes
Zone 5	Best Effort	Best Effort	Best Effort	Best Effort

- E. Lights and Siren.** The PFA does not require the use of lights and siren for any call. Contractor is responsible for determining whether or not lights and sirens are to be used for any particular call or priority.
- F. Coordinated Compliance Combined.** When a Coordinated Zone is implemented as part of an agreement with a Participating Provider, calls in that Zone will be combined for the purpose of reporting compliance under this section.
- G. Map Revisions.** In the event that one or more of the Participating Providers change their level of medical first response services, or in the event that new Participating Providers are added, PFA may revise the Zone area map (Attachment B).

2.3 UPGRADES, DOWNGRADES, AND REASSIGNMENT

A. Uncoded Medicals

Uncoded medicals are required to meet the maximum non-emergent response time for such designated Zone.

B. Upgrades

If an assignment is upgraded, prior to the arrival on scene of the first Ambulance (911 emergent and non-emergent), Contractor's compliance with contract standards and liquidated damages will be calculated based on the time elapsed from call receipt to time of upgrade plus the higher priority response time standard.

C. Downgrades

Downgrades may be initiated by Fort Collins 911 Dispatch or medically trained First Responders as authorized by the Physician Advisor. If an assignment is downgraded prior to the arrival on scene of the first Ambulance, the Contractor's compliance with contract standards and penalties will be calculated based on:

- The lower priority response time requirement, if the unit is downgraded before it would have been judged "late" under the higher priority response time requirement, or
- The higher priority response time requirement, if the unit is downgraded after it would have been judged "late" under the higher priority response time requirement.

D. Reassignment Enroute

If an Ambulance is reassigned by CAD enroute prior to arrival on scene (e.g. to respond to a higher priority request), the Contractor's compliance and liquidated damages will be calculated based on the response time requirement applicable to the assigned priority of the initial response. The response time clock will not stop until the arrival of an Ambulance on the scene from which the Ambulance was diverted.

E. Cancelled Enroute

If an Ambulance is cancelled by the Incident Commander or Dispatch, after an assignment has been made but prior to the arrival of the first Ambulance, and no Ambulance is required at the dispatch location, the response time clock will stop at the moment of cancellation. If the elapsed response time at the moment of cancellation exceeds the response time requirement for the assigned priority of the call, the unit will be determined to be "late" for the purpose of contract compliance and calculation of liquidated damages. If the elapsed response time at the moment of cancellation is within the response time requirement for the assigned priority of the call, the unit will be determined "on time" for the purpose of contract compliance and calculation of liquidated damages.

F. Response Times Outside Defined Service Area

Contractor will not be held accountable, under the Agreement, for emergency response time compliance for any response dispatched to a location outside of the defined service area. Responses to requests for service outside of the service area will not be counted in the total number of responses used to determine compliance.

G. Each Incident A Single Response

Each incident will be counted as a single response regardless of the number of units that respond. The dispatch time of the 1st Ambulance dispatched and the on scene time of the first arriving Contractor's, authorized mutual aid ground Ambulance, or authorized Coordinated Compliance will be used to compute the response time for the incident.

H. Delaying Non-Emergency transport: Contractor will agree to delay non-emergent transport responses if doing so would compromise the Contractor's ability to provide a 911 response Ambulance within the NLCERA response area.

2.4 Response Time Exceptions and Exemptions

Contractor shall maintain mechanisms for reserve capacity to increase emergency response should temporary system overload persist. However, it is understood that from time to time unusual factors beyond Contractor's reasonable control may affect achievement of the specified response time requirement. These unusual factors are limited to unusually severe weather conditions, declared disasters, reassignment enroute, or periods of unusually high demand for emergency services. Unusually high demand for emergency responses, for the purpose of considering exemption requests, will be defined according to the following: Contractor must demonstrate that all units provided for in the System Status or Deployment Plan were available, or assigned to, 911 calls or mutual aid calls when requesting exceptions to response time requirements based on demand or reassignment enroute. For the hour of the week for which an exemption is requested, Contractor must demonstrate that at the moment the call was received, that the number of emergency calls dispatched and being worked simultaneously exceeds the product of the following formula:

Overload = (1.5 X (1 Standard Deviation)) + the mean rounded up to the nearest whole call for the entire population of emergency calls for that hour for the proceeding 20 weeks.

Equipment failures, expected traffic congestion, Ambulance failures, inability to staff units and other causes will not be grounds for granting an exception to compliance with the response time requirements. If Contractor determines that any response or group of responses should be excluded from the compliance calculations due to "unusual factors beyond the Contractor's reasonable control," Contractor may provide detailed documentation to the PFA and request that the PFA exclude these runs from response time calculations and liquidated damages calculations. Any such exception request must be made in writing and received by the PFA with the required monthly report. The PFA will review the request and issue a determination. Should Contractor dispute the determination made by the PFA, Contractor may make a written appeal to the PFA for a definitive ruling within five (5) days of receiving the PFA decision. The PFA ruling will be final and binding. Any response time requirement changes proposed by Contractor will be reviewed on a case by case basis.

2.5 Use of Mutual Aid and Requirements

- A. If Contractor utilizes mutual aid services in order to comply with conditions of this Agreement, any agency utilized must meet all state, county and local requirements and the approval of PFA which shall be at PFA's sole discretion.
- B. Contractor Ambulances shall not be dispatched on mutual aid responses if doing so would substantially compromise the Contractor's ability to provide a minimum of one 911 response Ambulance within the PFA response area.
- C. Contractor may not incorporate a surcharge for providing mutual aid.
- D. Contractor will utilize appropriate transport options (i.e. helicopter) for critical patients as required by Protocol, even if such transport is not part of Contractor's service.

2.6 Dispatch Requirements

As a condition of this Agreement, the Contractor shall enter into an exclusive contract with Fort Collins 911 for dispatch and communication services. Contractor shall use Fort Collins 911 exclusively for dispatch and communication services in the NLCERA. (See Exhibit B, Dispatch Service Agreement)

2.7 Equipment and Supplies

A. Vehicles and Equipment

1. Each 911 response Ambulance must meet all rules and regulations as outlined in Larimer County Ambulance Licensing Requirements for ALS Ambulances (6CCR1015-3, Chapter 4 – Licensure of Ground Ambulance Services) and must meet or exceed the requirements set forth in Federal KKK-1822C Standards.
2. Contractor must have available, at all times, a minimum number of fully-equipped Ambulance units defined as 133% of the number of units required at the peak load in the system status plan. Neither the PFA nor mutual aid resources may be considered part of the Contractors fleet.
3. All required equipment and supplies must be supplied in each response vehicle to support peak-load requirements and restocking. Required Personal Protection Equipment (PPE) will be required for emergency situations encountered and weather as mandated by the Incident Commander and Physician Advisor.
4. All response vehicles must display lettering which identifies the Contractor's business name and must meet striping and lighting visibility standards as required by PFA and must maintain consistency in demarcation and radio designation.
5. All response vehicles must display the unit number in at least 4-inch letters on all sides of the vehicle and roof.
6. Ambulances must have on board and in working order:
 - a. All equipment required by Colorado State and Larimer County (reference 6CCR1015-4 available at <http://www.sos.state.co.us/CCR>).
 - b. Safety restraints for patients, children and caregivers.
 - c. Mobile Data Terminal ("MDT's")/computers and radio equipment for adequate communications which is provided and maintained by the Contractor. All Ambulances and supervisor units must be equipped with AVL/Mobile Data Communications "MDC" systems which links to the PSAP CAD and is responsible for all costs, software and maintenance. Communication equipment must include 700-800 MHZ compatible with FRCC DTR system, radio talk-group channel capable to effectively communicate with all other NLCERA, PFA and Larimer County agencies to meet or exceed the existing system. VHS radios with a minimum of 48 channels and programmed for the current Larimer County Type II incident communication frequencies are required. Each Ambulance will have at least one mobile and one portable of each of the 700-800 Mhz and VHF radios.
7. All Ambulances must be equipped with a 12-lead electrocardiogram (ECG) capabilities.

8. Contractor will utilize the mobile client mandated by Fort Collins 911 to display all units assigned to calls. Icon color will change to display current status and can be viewed in the tabular unit status queue. Contractor will coordinate with each PSAP to collect and display status information on fire units for the integrated display including information on unit status, responding at scene, transporting, at hospital.
9. Contractor must have a mobile client that will give the PSAPs visibility of all active Contractor calls regardless of which PSAP initiated the call, and display all non-911 calls being handled by Contractor units to ensure there is a full understanding of all Ambulance activity within the Northern Colorado Larimer Emergency Response Area. Contractor will maintain these capabilities for the duration of the contract.

B. Medical Equipment, Medications and Supplies

1. **Replacement of Supplies and Medications.** Contractor must replace medical supplies and medication with the exception of DEA medications utilized by First Responders in patient care in a timely manner.
2. Contractor will provide backboards, vacuum splints (including halfback) and portable O2 tanks and replacement with full tanks, to all NLCERA agencies.
3. **Equipment Retrieval.** Contractor will replace or retrieve First Responder equipment from hospitals which accompanies patients. Contractor will decontaminate and deliver the equipment back to the appropriate agency within 24 hours when possible or notify the agency of any delay. When practical, equipment replacement will occur on scene.
4. **Return to Station Transportation.** When a First Responder accompanies the Ambulance to the hospital to assist in providing patient care, Contractor will notify the dispatch center that a First Responder is onboard with them to the hospital. Contractor is responsible for the return of the First Responder to their station immediately after completing the call at the hospital.
5. Contractor will advise PFA in writing of changes in medications, supplies or equipment that would affect the interoperability between Participating Partners before implementation. In the event that such changes would result in an undue hardship for Participating Providers, the Contractor will delay implementation or provide the required equipment until the Participating Provider is able to obtain the item(s).
6. Contractor will provide training for Participating Providers prior to implementation of equipment changes.

C. Opticom: As a condition of this Agreement, the Contractor shall enter into a separate contract with PFA for the Opticom system and maintenance. (See Exhibit C, Agreement for Use of Opticom System)

2.8 Disaster Preparedness and Response

The Contractor shall be actively involved in planning for and responding to any declared disaster in the PFA response area, including planning for provision of services to vulnerable populations. In the event a disaster within the Northern Colorado Larimer Emergency Response Area is declared, normal operations shall be suspended and

Contractor shall respond in accordance with the applicable disaster plan. Contractor shall use best efforts to maintain primary emergency services and have an approved recovery and response plan in place to assure 911 response services are maintained within 24 hours.

A. Incident Command

1. At emergency response scenes where they are present, the local fire agency having jurisdiction has the responsibility for overall scene safety and management. Contractor is included in standard operating procedures within the incident command system and has command responsibilities prior to the arrival of the fire agency. Once the fire agency arrives on scene, the command responsibility is transferred to the ranking fire officer. Authority and responsibility for patient care will initially be the responsibility of the lead paramedic, regardless of rank or agency, on the first arriving first response or Ambulance vehicle. The authority and responsibility for patient care will be transferred to the lead paramedic, nurse or physician on the transport Ambulance (ground or air) as described in the PFA Protocols. Decisions regarding medical treatment will be determined according to current Protocols and standards.
2. Participation in ICS/NIMS. Contractor will be required to fully and actively participate in the Incident Command System (ICS/NIMS) as adopted by the PFA.
3. Minimum ICS/NIMS and NIMS Training Standards. Contractor must adhere to NIMS requirements at each level of the proposed organization. Minimum training requirements must be established for each level of the organization. Field level employees must take at a minimum ICS/NIMS 100, 200 and NIMS 700 and 800 and a PFA ICS Orientation. Management staff with anticipated command or general staff duties is required to take those classes as well as ICS/NIMS 300 and 400. Contractor's personnel will participate yearly in multi-agency MCI Training with PFA and participating emergency responders.
4. Contractor will work collaboratively with all area 911 agencies to enhance services through multi-agency training (MAT), on a bi-yearly basis.
5. Contractor shall respond to requests from the Incident Commander for the protection, monitoring and rehabilitation of emergency responders without additional compensation. If subrogation is possible, reimbursement may be available.
6. Contractor will provide an appropriately trained administrative representative to the PFA and/or police organizations whenever requested. (i.e. planning, large scale or complex event response)
7. In the event a disaster within the NLCERA area is declared, normal operations shall be suspended and Contractor shall respond in accordance with the applicable disaster plan.

Contractor will use best efforts to maintain primary emergency services and have an approved recovery and response plan in place to assure 911 response services are maintained within 24 hours.

2.9 Committee Participation

Contractor will attend meetings conducted by the Northern Larimer Emergency County EMS Advisory Board, Disaster Planning and Response Committees and the Larimer Health Care Coalition Committee.

2.10 Standby, Special Operations and Event Coverage

- A. Contractor will support active search and rescue missions at the request of the Larimer County Sheriff's Office, based on availability.
- B. When requested, Contractor agrees to provide EMS personnel for designated high risk PFA training and Participating Provider Training.
- C. Dedicated Stand-by Coverage for Community Events. Upon request, Contractor shall provide stand-by Ambulance coverage and/or EMS personnel for community events. Coverage for City events will be provided at no cost. Examples of community events include but are not limited to: sporting events, civic and cultural events, and other community sponsored events.

2.11 Courtesy Stand-by for Public Service Personnel

Upon request by police, fire or dispatch personnel, the Contractor shall furnish stand-by coverage at emergency incidents involving a potential danger to Emergency Response personnel at no charge.

2.12 Public Relations and Education

- A. Contractor will develop and implement community programs and coordinate these programs with other appropriate agencies.
- B. Contractor will partner with other organizations to effectively participate and coordinate health and safety activities for the public.
- C. Safety Awareness. Contractor will develop and implement community programs aimed at safety awareness and injury and illness prevention. Contractor will coordinate these programs with other public agencies including first responders, public health organizations and injury prevention partners. These programs will be directed at both adult and children audiences. Examples of programs may include, but not be limited to:
 - School education addressing access to 911, helmet safety, EMS careers, DUI awareness.
 - CPR Training
 - Adult education including child safety seats and fall prevention.
 - Safety Fairs
 - Public Safety messages
 - Injury Prevention
 - Safety Messaging

Contractor will partner with other organizations to effectively coordinate health and safety activities, examples may include but not limited to: Healthcare coalition in Larimer County, NCRETAC, Colorado Impact, Larimer Safe Kids Coalition, Larimer County Health Department, Alliance for Community Traffic Safety in Colorado, Public Health Department, PFA Fire and Life Safety and local first responders, including local Law and Fire Agencies including the Larimer County Sheriff's Department.

3.0 PERSONNEL AND CLINICAL STANDARDS

A. Command and Control Structure:

The PFA or Affiliated Fire Departments are responsible for all scene activity and safety at a scene. All responders will utilize the ICS system of organizational response and communications.

B. Ambulance Personnel Certifications & Requirements.

When on duty and in-service, 911 Ambulances must be staffed by at least two (2) persons. At least one of these persons must be certified by the State of Colorado at the level of Paramedic, and authorized by Medical Direction to perform Paramedic level care. The other person must be State licensed at the level of Paramedic, Advanced EMT EMT-IV or EMT. All of Contractor's personnel who render patient care in any capacity as the Contractor's representative must maintain a current Colorado State certification at that level.

C. Uniforms/Identification and Appearance of Personnel

Contractor's personnel shall at all times wear uniforms with name tags and level of state certification that is easily visible. Uniforms must be clearly marked with the service providers name to assure identification between services at scene. Contractor's uniforms shall be subject to PFA's approval.

D. Personnel Training

Contractor will provide State and Medical Director approved monthly continuing education opportunities as mutually agreed and with coordination of each agencies training officers. Training to include (both didactic and practical) to PFA and Participating Partners including fire department and Quick Response Teams EMS Personnel. Training hours must meet or exceed the minimum state annual training and recertification requirements. Contractor will also participate in joint Case Reviews as required by the Physician Advisor.

Contractor will make a training unit available to PFA and for clinical training opportunities.

Contractor will participate in joint training opportunities with PFA and Emergency Management as requested.

E. Medical Direction: Certification and Training

Contractor will supply the services of a PFA approved physician advisor. PFA is open to various options on how this service is provided. Contractor may choose from one of the following options or submit another option for consideration.

Contractor agrees to provide a PFA approved Physician Advisor that meets Colorado state requirements and shall act as joint medical control for all NLCERA First Responders. Such Physician Advisor shall provide defined hours/week dedicated to PFA and Participating Providers for administrative and educational requirements, subject to PFA approval.

The Contractor shall be responsible for ensuring the Physician Advisor maintains Liability Insurance in accordance with the levels established in Exhibit D.

The Physician Advisor will independently certify, on a yearly basis, that the Contractor, PFA and Participating Providers have each met or exceeded all state, and local clinical requirements.

F. Destination Policies

Contractor will follow all state, local, PFA and Participating Participants destination policies and protocols, including all state and regional rules and regulations regarding transport criteria to appropriate facilities and patient requests.

G. Personnel Conflict Resolution Process

Conflicts involving Contractor's employees that cannot or should not be resolved on an individual level will utilize a formal conflict resolution process. Any concerns or conflicts that may affect portions of this contract will be communicated to the designated PFA representative manager and the appropriate supervisors.

H. Operations Office Location and Access

Contractor must maintain an office within Fort Collins, Colorado from which daily operations are conducted and at which staff members are located who can answer questions regarding Ambulance service operations.

4.0 DATA PROGRAMS/COLLECTION SYSTEMS/INFORMATION REPORTING/AUDIT

For each request for Ambulance service, regardless of geographic origin and including mutual aid given or received, emergency and non-emergency, Contractor's personnel shall complete a record in the CAD using approved coding conventions and time-stamping rules and that the PFA analysis software will be utilized as the analysis tool for purposes of compliance.

For each patient, whether transported or not, Contractor shall complete an electronic patient care report.

A compatible Emergency Patient Care Reporting (EPCR) system between the Contractor and PFA is preferred. If Contractor's EPCR system is not compatible, Contractor will be responsible for providing patient, treatment and outcome information for educational and system assessment requests in a format approved by PFA.

The Contractor will provide a designated person to provide data and patient outcome information within five (5) business days upon request by PFA.

The data collected is used by Contractor, PFA and agency partners to make fact based decisions regarding operational performance, clinical protocols, and patient treatment methods. Should Contractor be required by state or federal regulation to change software, Contractor will provide written notification with a plan to address required data per contract terms.

Contractor will agree to participate in a single database as defined by the PFA statistical evaluation of system performance. This database will store data that relates to response numbers, time stamps, Ambulance status, patient transports, Ambulance crew information, vehicles and any call edits performed.

Reports and records will be generated utilizing Computer Aided Dispatch Data as the standard.

Software designated by PFA will be utilized for the production of required reports. Definitions and formulas will be developed and agreed upon between the Contractor and PFA. Any additional programming to this software needed to monitor and validate Contractor's activities will be paid for by Contractor.

As reasonably requested by PFA, Contractor agrees to promptly respond to data requests.

- A. **Document Review.** PFA shall have the right to access upon five (5) business days notice and solely to the extent such review reasonably relates to the services provided hereunder.
- B. **Response Time Audit Trail:** Contractor must interface with the Fort Collins 911 Computer Aided Dispatch (CAD) system that assures a complete audit trail for all response times and assures the PFA access to the response time data at any time to assure compliance and to calculate liquidated damages.

Data tracking software, as defined by PFA, will be utilized to facilitate required data analysis. This data will be available to Participating Providers upon request.

*In situations or areas where interfacing with the Fort Collins 911 CAD system is unavailable, the Contractor is responsible for insuring accurate times are entered into the CAD system within 24 hours of having access to CAD system

- C. **Non-Compliance report:** Contractor is required to submit a non-compliance report monthly with all other summary reports in a format approved by the PFA, for calls in every presumptively defined category not meeting the specified response time criteria, documenting the cause of the late response and the Contractor's efforts to eliminate recurrence.
- D. **Monthly Performance Reports.** The following reports, the formats of which are subject to PFA approval, shall be submitted to the PFA no later than five (5) business days after the final day of each month.
- E. **Monthly & Quarterly Response Time Reports.** For each incident for which a response is dispatched, the monthly response time compliance report shall include, but not be limited to: a unique call number utilizing the CAD unique identifier number; the dispatch date, dispatch time, on scene time, at patient time, time transport is begun, time transport ends, priority, identification number of the Ambulance(s) that arrive on scene, response priority linked to the dispatch and on scene or cancel/disregard times necessary to calculate the response time.
- F. **Modified Response.** For calls cancelled enroute, up- or downgraded, or reassigned enroute, the aforementioned items shall be reported in a format that clearly shows the unique measurements required in this Contract. For calls on which multiple Ambulances arrive on scene, although only the first Ambulance to arrive is included in compliance calculations, the responses of all Ambulances that arrive on scene shall be reported.
- G. **Response Time Exception Report.** For calls which result in response times in excess of those specified in this contract, the Monthly Response Time Report shall include the number of Ambulances in-service at the time of the exception, the number of those Ambulances dedicated to responses, and the incident numbers and priorities of those responses.
- H. **Mutual Aid Given and Received.** All mutual aid either given by Contractor Ambulances to adjoining jurisdictions for emergency or non-emergency responses and mutual aid received by other Ambulance providers into the Contractor's service area will be reported. Mutual aid performance is for reporting purposes only and Contractor shall not be subject to response time penalty.
- I. **Requests for Exemption from Response Time Standards.** Any requests for exemption from response time standards may be made with the Monthly Response Time Report. If no such request is received by the deadline set forth by the contract, no such request will be considered in compliance calculations.
- J. **Ambulance Level 0 Report.** Number of times including duration that Ambulance Level 0 occurred will be submitted with the Monthly Response Time Report.
- K. **Interagency Requests and/or Rendezvous Requests** that were met by Contractor each month.
- L. **Unit Hour Report.** At PFA's request, Contractor will provide a Monthly Unit Hour Report. The monthly unit hour report shall include, but not be limited to, the number of unit hours produced during every hour of every day.

- M. **Annual Report.** The Annual Report shall be due within 30 days after the close of the contract year. The annual report shall include mutually agreed upon information between Contractor and PFA.
- N. **Satisfaction Survey.** Customer satisfaction survey results. See Quality Control Section 7.0 below.
- O. **Performance Measurement.** The Contractor shall provide funding to PFA in the form of quarterly payments in the amount of \$70,000/year toward an individual to develop and oversee the EMS systems performance measurement. At PFA's sole discretion the position may be an employee of PFA or PFA may engage a third party independent contractor or firm.
- P. **Audits.** Monthly audits of Contractor's performance will include as a minimum analysis of the following:
 - Quality Audits and Inspections
 - Submission Date Requirement
 - Monthly Response Time Report
 - Upgrades, Downgrades, Reassignments and Cancellations/month
 - Ambulance Zero Status
 - Interagency, Rendezvous and Special Events Coverage
 - Non-Compliant Response Report
 - Exception/Exemption Requests
 - Conflict Resolution Events
 - Performance Improvement and Clinical Reports
(to include parameters determined by NLC EMS Advisory Board)
 - Community and Safety Program Activity Report
 - Training Activity Report
 - Records Requests from any NLCERA agency
 - Mutual Aid – requested and provided
 - Quarterly & Annual Reports (summaries and specifics to be defined by PFA)
 - Joint Survey Results, Outcomes and Comments

5.0 QUALITY CONTROL AND PERFORMANCE IMPROVEMENT

- A. Contractor shall attend the Northern Larimer County EMS Board (including representatives of selected 911 EMS providers including Dispatch). This informal board shall serve to assure an integrated team approach, the improvement of outcome oriented patient care and facilitate continuing education.
- B. Contractor shall provide a designated person(s) to function as liaison to PFA in reference to EMS, Operations and Management issues.

- C. Contractor shall establish and carry out its own comprehensive performance improvement (PI) program and should not be limited to clinical functions. The Contractor's PI program shall interface and work collaboratively with the PFA's programs. Contractor shall prepare an annual PI program plan delineating specific initiatives and outcomes. Contractor shall provide monthly updates for all PI initiatives.
- D. Contractor agrees to provide a designated individual(s) for conflict resolutions.
- E. Contractor will conduct an ongoing survey to rate the patient's experience with their pre-hospital care and to help identify areas for improvement. Any and all costs of development and implementation of this survey will be the sole responsibility of the Contractor. Contractor will survey a minimum of 75% of patients transported. Summary reports will be generated on a monthly basis by Contractor and submitted to PFA.
- F. PFA may inspect Contractor's customer complaint files or other records maintained by Contractor to determine customer satisfaction upon request.
- G. Contractor shall provide written response to all customer complaints received by PFA and Participating Providers within five (5) business days of receiving such complaint from PFA.
- H. Contractor agrees to provide patient treatment and outcome information to PFA on a specific call, for educational reasons, within five (5) business days of a written request.
- I. Contractor shall ensure that a representative attend After Action Review ("AAR's) when requested.

6.0 PATIENT FEES (RATES)

- A. Patient Fees will be available to the public in a transparent and accessible form.
- B. There will be no charge for a public safety standby which is part of the System Status Plan unless treatment is provided.
- C. Contractor will provide a telephone number on all invoices which a customer may call to make inquiries about the services billed on the invoice.
- D. Contractor shall be responsible for all billing and collections for such charges.
- E. PFA may request audited financial statements specific to Contractor's operations in PFA without charge to PFA.
- F. Contractor shall provide PFA with the Patient Fees (Rates) schedule. Contractor shall provide PFA written notice of any changes to the Patient Fees (Rates) at least 30 days in advance of the effective date of such rates. PFA will review the Patient Fee (Rates) schedule as part of the annual contract renewal evaluation process.

7.0 LIQUIDATED DAMAGES

- A. The Contractor shall be assessed liquidated damages ("Liquidated Damages") by Zone for any monthly period that the response time is below 90% of the standard response time stated in Section 2.2 or if any individual call exceeds the required maximum response time. Contractor will be required to pay all Liquidated Penalties within 30 calendar days of receiving the bill from the Contract Manager. Contractor will be awarded credit toward any Liquidated Damages for decreasing required response times. Funds generated by liquidated penalties will be applied by PFA to NLCERA EMS system improvements.

B. The Contractor’s response time performance will be reported by the Contractor monthly for each Zone. All data will be due, in electronic format, by the 15th of the next month. Reported performance data will include:

1. Individual Call Performance each Month: Total number of calls outside the maximum response time for each Zone and call type.
2. Monthly 90% Compliance for Standard Response times/Zone/call type.
3. Individual Call Performance less than required standard.
4. Exception Reports for assessment of Liquidated Damages.

C. **Liquidated Damages for each Response** exceeding the maximum response time will be **\$200.00 per incident.**

D. Monthly: 90% compliance based on standard response times/zone/priority will be determined monthly. Assessed liquidated damages will be as follows:

COMPLIANCE	1 - 2 Occurrences	3 – 5 Occurrences	6 or greater Occurrences
89%	\$3,500	\$7,000	\$10,500
88%	\$5,000	\$10,000	\$15,000
87%	\$7,000	\$13,000	\$19,000
86%	\$9,000	\$18,000	\$27,000
85%	\$11,000	\$22,000	\$33,000
84% or more	\$20,000		

* Compliance percentage to be rounded-up to nearest percentage point (i.e. 88.5% and above is 89%)

E. **Earned Credit for Emergent Responses:**

Surpassing 90% compliance (91% or higher) based on standard response times/zone/emergent priority will be assessed on monthly basis to determine an earned credit toward reduction on total liquidated damages/month. Earned credit will be:

- Eligible for six (6) months from month earned
- Earned credit is non-cumulative within the month’s statistics. The **highest single top reduction** earned will be used for credit assessment for that month
- **Applies only to emergent calls**

99%-100%	30% reduction/total liquidated damages/month
97%-98%	25% reduction/total liquidated damages/month
95%-96%	20% reduction/total liquidated damages/month
93%-94%	15% reduction/total liquidated damages/month
91%-92%	10% reduction/total liquidated damages/month

* Compliance percentage to be rounded-up to nearest percentage point (i.e. 96.5% to 98.4% is a 25% reduction)

F. **Additional Liquidated Damages:**

1. \$500 – Failure to submit any monthly report required herein by the fifth business day of following month for which the report pertains and \$250 per business day until the report is received.

2. \$500 per incident – Failure to respond to 5.0 G and H inquiries within designated time frame.
3. \$500 per ambulance per incident – Failure to have equipment or supplies on board any ambulance as required by the state of Colorado and Larimer County.
4. \$1,000 per incident – Reporting “unit arrived on scene” before the unit actually arrives at the specific address or location. Incidents will be reported by the on scene PFA crew using a report form. AVL and dispatch records will be accessed to validate the incident.
6. \$500 per incident – Failure to promptly report to the designated PFA representative any failure to meet standards required herein which may place the health and well-being of the citizens of PFA in jeopardy, or any significant clinical, contract or staffing event, including but not limited to:
 - Ambulance levels falling below the level specified in the current system status plan.
 - More than 50% of on-duty ambulances dedicated to scheduled non emergent responses at any one time.
 - Any ambulance involved in a motor vehicle accident that may affect response capability.

8.0 INSURANCE

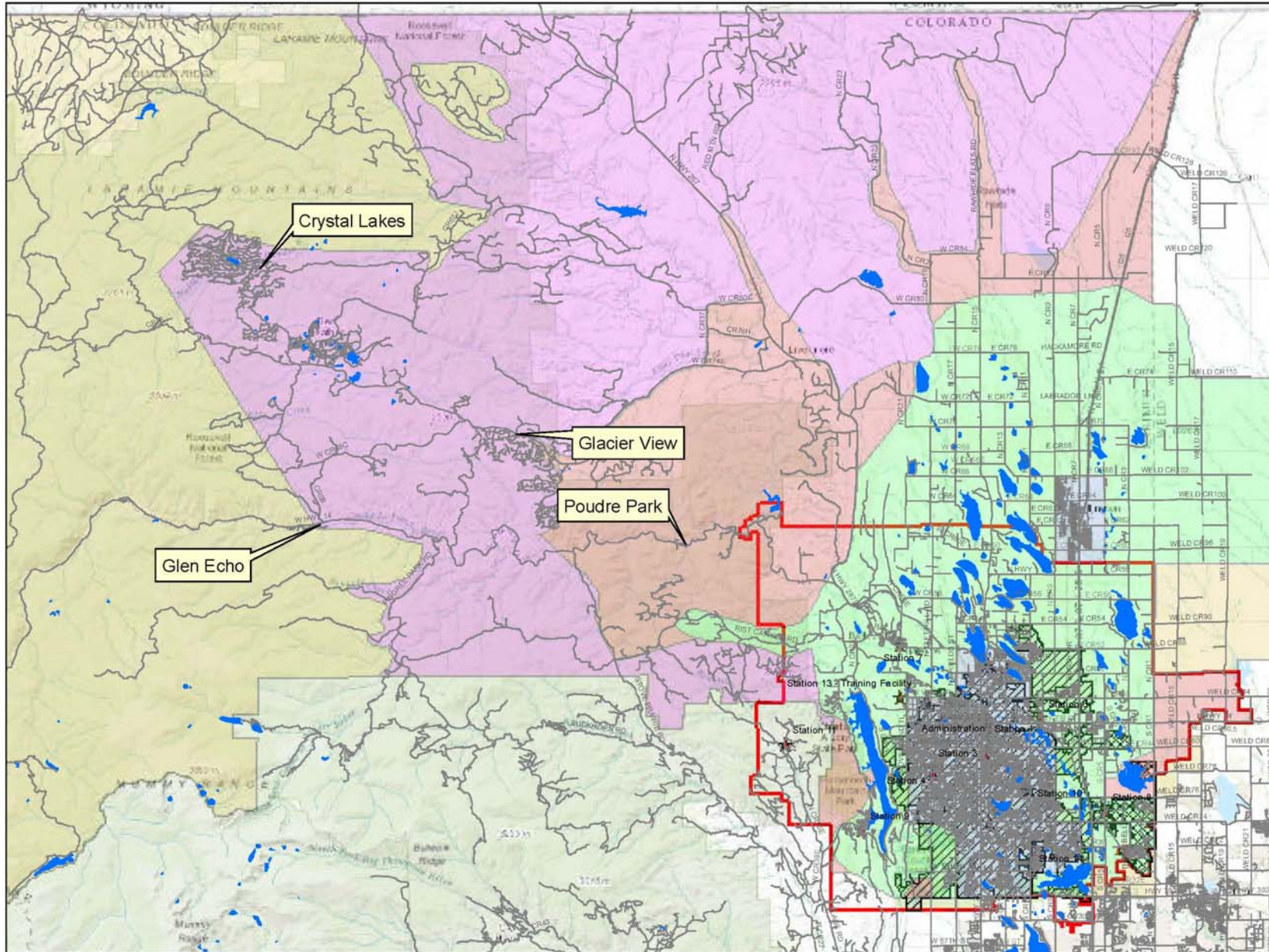
During the term of the Agreement, the Contractor shall maintain Insurance in accordance with Exhibit D.

9.0 PERFORMANCE SECURITY

- A. Service Delivery. Contractor expressly agrees that, in the event of breach by the Contractor, Contractor will work with the PFA to ensure continuous delivery of services, regardless of the underlying cause of the breach. Contractor agrees that it has a public health and safety obligation to assist PFA to provide uninterrupted service delivery in the event of breach, even if Contractor disagrees with the determination of breach. Further the contractor agrees that if notified by the PFA of a determination of breach and intent to execute an immediate takeover of the system that the contractor will cooperate fully with the takeover and challenge or appeal the matter only after the takeover has been completed.
- B. Performance Security – Irrevocable Letter of Credit. Contractor will provide performance security by providing the PFA with an irrevocable letter of credit in a form satisfactory to the PFA. The amount of the letter of credit will be one million five hundred thousand dollars (\$1,500,000.00) issued by a federally insured (FDIC) banking institution with a debt rating of 1A or higher by the FDIC, A or higher by Standard & Poors, A or higher by Moody's Investors, or a comparable rating by a comparable rating system. The federally insured banking institution on which the irrevocable letter of credit is to be drawn shall be acceptable as determined by the PFA's Finance Director. In the event the performance security is used for breaches such that the total is reduced to one million, two hundred fifty thousand dollars (\$1,250,000), the performance security will be immediately replenished to one million, five hundred thousand dollars (\$1,500,000). The irrevocable letter of credit, if applicable, may be used:
- C. To ensure the payment by Contractor of (i) any Liquidated Damages in accordance with this contract, and (ii) any expenses due to violations that result in a breach or "step in."

For the operation of the ambulance service should the PFA terminate the contract or after a "step-in" has been effectuated by the PFA including, but not limited to, the cost of takeover by the PFA, including any necessary procurement process, renewal, negotiation, or any related administrative expenses.

- D. Notice of Change. The irrevocable letter of credit shall contain the following endorsement: "At least sixty (60) days' prior to cancellation, replacement, failure to renew or material alteration of this irrevocable letter of credit, written notice of such intent shall be given to PFA, Colorado by the financial institution. Such notice shall be given by certified mail to the Larimer County Health Department of Health and the PFA Administrator."
- E. Step-In. In the event of a "step-in" by the PFA in accordance with this contract, the PFA may draw down the irrevocable letter of credit from time to time in such amount or amounts as it may determine to cover any expenses or losses to the PFA due to the "step-in."
- F. Irrevocable Letter of Credit Expiration. The irrevocable letter of credit shall become the property of the PFA in the event that this contract is canceled by reason of breach or default of the Contractor. The irrevocable letter of credit or cash shall be retained by the PFA and returned to Contractor at the expiration of this contract, provided there is no outstanding breach, default, unpaid Liquidated Damages or other Contractor payment deductions or adjustments, taxes due by Contractor or any other debts due to the PFA or debts to other entities due by Contractor or debts due to Contractor's creditors.
- G. Rights Reserved. The rights reserved to the PFA with respect to the irrevocable letter of credit are in addition to all other rights of the PFA, whether reserved by this contract, the PFA Code or otherwise authorized by law, and no action, proceeding or right with respect to the irrevocable letter of credit or cash deposit shall affect any other right the PFA has or may have.



EMS Response Zones

Legend

- PFA Boundary
- Lakes
- Station

Response Zones

- Zone1
- Zone2
- Zone3
- Zone4
- Zone5



Printed 11/19/2014

**EXHIBIT B
AGREEMENT FOR DISPATCH SERVICES**

THIS AGREEMENT is entered into this 5th day of May, 2015, by and between THE CITY OF FORT COLLINS, COLORADO, a municipal corporation (hereinafter referred to as "the City"), and Poudre Valley Health Care, INC., a Colorado Non-profit Corporation (hereinafter referred to as "Service Provider").

WITNESSETH:

WHEREAS, the City presently operates a Communications Center, Fort Collins 911 (FC911) for the provision of dispatching services to governmental agencies serving the geographical area in and around the City of Fort Collins, Colorado; and

WHEREAS, the parties also have entered into an agreement concerning the sharing of costs for acquiring computer automated dispatch and records management systems. This agreement is separate and necessary to set forth the obligations of the parties with regard to dispatching services rendered using the systems acquired;

WHEREAS, Service Provider provides certain emergency medical and transportation services, including paramedics, emergency medical technicians and ambulances, which services require radio communication and dispatching; and

WHEREAS, the utilization by Service Provider of the dispatching services of the City avoids duplication of services and promotes cost efficiency and maximum coordination of services among local agencies; and

WHEREAS, the parties agree that it is fiscally responsible to pay for such services in an amount equal to the percentage of calls generated and the overall FC911 budget;

NOW, THEREFORE, in consideration of the mutual promises contained below and other good and valuable consideration, the parties hereto agree as follows:

1. Term of the Agreement. This Agreement shall remain in full force and effect from January 1, 2016, and may be extended for additional one year periods not to exceed four (4) additional one year periods, unless earlier modified in writing by the parties hereto.
2. Services to be Provided by the City. The City shall provide dispatching services on a twenty-four (24) hour per day basis between Fort Collins 911 (FC911), located at the Fort Collins Police Services building, 2221 S. Timberline Road, Fort Collins, Colorado, and such radio bases and mobile and portable dispatching units owned by Service Provider as may be designated by Poudre Valley Health Care, Inc.

Specific dispatching services to be provided by the City through FC911 are itemized below and, in rendering such services, the City shall utilize all dispatching equipment and capabilities which may be currently owned and operated by the City to the extent that such are reasonably necessary to effectuate the purposes of this Agreement. The City and Service Provider further agree, in rendering and utilizing such services, that each will adhere to the procedures contained in FC911 Training Manuals, Standard Operating Procedures and Operational Bulletins.

The following services shall be provided by the City:

- a. Monitoring, answering and dispatching emergency calls for medical treatment and transportation services received by the City through citizen use of the "911" emergency number.
 - b. Monitoring, answering and dispatching calls for such services received through non-emergency numbers.
 - c. Recording all such calls for services as referred to in subparagraphs a. and b. above, as well as all dispatch communications between FC911 and the designated dispatching units of Service Provider, with such audio recordings to be preserved by the City and retained for one (1) year plus one (1) month after the date of recording. Upon request by Service Provider, the City shall provide Service Provider with copies of any recordings made and preserved under the provisions of this subparagraph and pertaining to the emergency services provided by Service Provider.
 - d. Maintaining records of all dispatch services rendered to Service Provider under this Agreement, to be made available to Service Provider upon request, which records shall include the following information:
 - The date, time and call number assigned to each dispatch call for services received and handled by the City for Service Provider, together with a brief description of the nature of each such call.
 - The location to which Service Provider personnel responded to each such call and the responding vehicle number.
 - e. Maintaining emergency, back-up power sources for dispatching equipment.
 - f. Maintaining current maps and other geographical information necessary to affect the efficient and prompt response to requests for services to be rendered by Service Provider.
 - g. Allowing access by Service Provider to radio frequencies licensed to the City or its departments when reasonably necessary for the purpose of providing reliable communication in outlying areas served by Service Provider.
 - h. Maintaining EMD certification of dispatchers as required to practice Medical Priority's emergency medical dispatching.
3. Records. The services provided by the City regarding the maintenance of records and recording of calls for service in paragraphs 2.c. and d. hereinabove shall not render the City the "official custodian" of such records for CORA (CRS § 24-72- 201 et seq.) purposes. Service Provider remains the official custodian of such records and all requests for inspection of records and recordings shall be forwarded to Service Provider. Other than as contained in paragraph 2.c., any preservation, retention or other requirements for such records shall be the responsibility of Service Provider.
4. Compensation. Beginning January 1, 2016 and every year of the term of this Agreement thereafter, Service Provider hereby agrees to pay the City for services rendered by the

City and as reimbursement for anticipated expenses. The amount due to the City by Service Provider shall be the percentage of the FC911 budget based on the number of calls for service generated for Service Provider in the previous year per the attached methodology in Schedule 1.

Number of calls will be based on medical related incidents which are generated through the Computer Aided Dispatch System (CAD). Incident totals shall exclude all agreed upon call types that are self-generated by Service Provider staff.

All annual amounts to be paid under this Agreement shall be payable upon invoice in four (4) equal quarterly installments; each of which shall be due and payable on the following dates: March 1, June 1, September 1 and December 1 of each year. The Compensation will be reconciled based on actual annual expenses by the parties by February 1st of the following year. Any credit or payment due based on the reconciliation will be completed by March 1st.

5. Use of Mobile Data Devices. For the purpose of dispatch accuracy and efficiency, the City requires that each of Service Provider's regular duty ambulances be equipped with a Mobile Data Device that is capable of transmitting status codes.
6. Liability. The parties hereto shall be solely responsible for the actions or omissions of their respective officers, agents and employees and shall not be responsible or legally liable for the negligent acts of the other party. Accordingly, to the extent authorized by law, each party hereto hereby indemnifies and holds harmless the other party from any damages, losses, expenses, causes of action or other liability whatsoever arising from or in any way relating to any personal injury or damages to person or property caused by the negligent acts or omissions of its own officers, agents or employees.
7. Notices. Any and all notices or any other communication herein required or permitted shall be deemed to have been given when personally delivered or deposited in the United States postal service as regular mail, postage prepaid, and addressed as follows or to such other person or address as a party may designate in writing to the other party:

To the Service Provider:
Poudre Valley Health Care, Inc.
Attn: Kevin Unger, President & CEO
1024 S Lemay Ave.
Fort Collins, CO 80524

To the City:
FC911 Manager
Fort Collins Police Services 2221 S. Timberline
Post Office Box 580
Fort Collins, Colorado 80522-0580

With a copies to:
City Attorney's Office City of Fort Collins
Post Office Box 580
Fort Collins, Colorado 80522-0580

Poudre Fire Authority
Attn: Chief DeMint
102 Remington Street
Fort Collins, CO 80524

8. Entire Agreement. This writing, together with Schedule "1" attached hereto, constitutes the entire Agreement between the parties.
9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the agents, assigns and successors in interest of each respectively.
10. Default. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default, and such defaulting party shall be allowed a period of five (5) days within which to cure said default. In the event the default remains uncorrected, the non-defaulting party may elect to:
 - a. Terminate the Agreement and seek damages;
 - b. Treat the Agreement as continuing and require specific performance; or
 - c. Avail itself of any other remedy at law or equity.

In the event of default of any of the Agreements herein by either party which shall require the party not in default to commence legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney's fees that occurred because of the default.

11. Good Faith. The Parties, their agents, and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. The Parties agree that they will attempt to resolve any disputes concerning the interpretation of this Agreement and unforeseen questions and difficulties which may arise in implementing the Agreement by good faith negotiations before resorting to termination of this Agreement and/or litigation.
12. Modification. This document constitutes the full understanding of the Parties, and no term, condition, understanding or agreement purporting to modify or vary the terms of this Agreement shall be binding unless hereafter made in writing signed by the both Parties.
13. Non-Assignment; No Third Party Beneficiary. This Agreement, and each and every covenant herein, shall not be assignable except with the prior consent of both Parties. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have a right of action hereunder for any cause whatsoever.
14. Merger. This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.
15. Contingencies. This Agreement and obligations of the City hereunder are expressly contingent upon the City budgeting and appropriating the funds needed to fulfill the City's obligations hereunder.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first-above written.

CITY OF FORT COLLINS, COLORADO
a municipal corporation

DocuSigned by:
Gerry Paul
By: A9D0A054C8CB45D
Gerry Paul, Director of Purchasing

Date: 7/8/2015

ATTEST:

DocuSigned by:
Wanda K. Nelson
90AD7570FFEF74BC
City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Cyril Videngar
0E52A89A45EB481
Assistant City Attorney

POUDRE VALLEY HEALTH CARE, INC.

DocuSigned by:
Kevin Unger
By: E2B9EE203C30446
Kevin Unger, President & CEO

Date: 7/1/2015

Schedule 1
Dispatch Services Reimbursement Calculation Methodology

Fort Collins 911 will provide dispatching services on a twenty-four (24) hour per day basis. Radio bases, mobile units and portable dispatching units will be owned and maintained by the ambulance provider.

Formula for costs is:

- 1 FTE Emergency Services Dispatcher position – Estimated 2016 cost would be \$65,481 (includes benefits).
- A percentage of Fort Collins 911 year ending expenditures based on the number of calls generated by the ambulance service. Any call opened, dispatched or closed by Fort Collins 911 will be included in this number.
- These expenditures shall include personnel and overtime costs and other operational costs, and any other dispatch related supplies and materials.
- A percentage of CAD yearly software maintenance costs; radio yearly maintenance costs, dispatch related phone line costs.
- Any additional equipment costs incurred by Fort Collins 911 to provide dispatching services to provider.
 - Dispatch workstation/furniture equipment (1 position)
 - Radio console/workstation (1 position)
 - Radio console (1 position)

For example:

Yearly expenditures for 2013 totaled \$2,516,635.75

Percentage of ambulance calls opened, dispatched or closed by Fort Collins 911 through Computer Aided Dispatch system = 12.2%

12.2 % of total expenditures = \$307,030

\$307,030 Annual expenditures excluding equipment maintenance

\$ 33,339 12.2% of equipment maintenance (radio, Tiburon CAD, & analog back-up phone)

\$ 63,884 Emergency Services Dispatcher Position FTE

\$404,253 Total ambulance contract costs

**EXHIBIT C
AGREEMENT FOR USE OF OPTICOM SYSTEM**

THIS AGREEMENT is entered into May 5, 2015, by and among THE POUDDRE FIRE AUTHORITY, a governmental entity created by intergovernmental agreement (hereinafter referred to as "PFA"), and UNIVERSITY OF COLORADO HEALTH – POUDDRE VALLEY HOSPITAL, a Non-profit Colorado corporation (hereinafter referred to as " Service Provider ") and the City of Fort Collins, a municipal corporation (hereinafter referred to as "the City").

WITNESSETH:

WHEREAS, PFA is a governmental entity established by intergovernmental agreement between the City of Fort Collins and the Poudre Valley Fire Protection District for the purposes of providing fire protection and other emergency services within the territorial limits of the City and the Poudre Valley Fire Protection District; and

WHEREAS, Service Provider is a non-profit corporation that manages and operates, certain emergency medical and transportation services, including paramedics, emergency medical technicians and ambulances; and

WHEREAS, the City is a home rule municipality organized and existing under Colorado law; and

WHEREAS, PFA owns and operates an Opticom system and related equipment (hereinafter referred to as "the System") at certain intersections within the City of Fort Collins to assist in emergency vehicle travel through such intersections in emergency situations in order to increase safety and response time; and

WHEREAS, there are currently 162 out of 187 intersections in the City controlled by traffic signals owned and maintained by the City and said traffic signals can be manipulated and controlled by the System owned by PFA; and

WHEREAS, the City has agreed to permit PFA and Service Provider to utilize the System on its traffic signals at those, and any additional, intersections to facilitate the delivery of emergency services to the citizens for the City; and

WHEREAS, PFA has identified additional intersections that impact emergency response routes throughout the city that will not be paid for by new development, resulting in the need for cost sharing among users of the System in order to install the System in traffic signals at the additional intersection; and

WHEREAS, the utilization by Service Provider of the System will enhance the delivery services provided by Service Provider to the community; and

WHEREAS, Service Provider has agreed to share in and reimburse PFA for the costs in installing additions to the System and in maintaining and repairing the system; and

WHEREAS, the City has agreed to allow PFA and Service Provider to utilize the System on its traffic signals in emergency situations only; and

WHEREAS, the parties therefore enter into this Agreement to set forth the terms and conditions by which the parties will use the System and share the costs to acquire specific additions to the System and to provide for the continued maintenance and repair of such System.

NOW, THEREFORE, in consideration of the mutual promises contained below and other good and valuable consideration, the parties hereto agree as follows:

1. Term of the Agreement. This Agreement shall commence on the date above- written through May 31, 2016, and may be extended for additional one year periods not to exceed four (4) additional one year periods, unless otherwise modified in writing by the parties hereto.
2. Services to be Provided by PFA. PFA shall provide Service Provider with the means and equipment to utilize PFA's System now and in the future located at certain intersections within the City of Fort Collins shown on Schedule 1, attached hereto and incorporated herein by this reference, and such revisions to the Exhibit by addition or subtraction of intersections that PFA and Service Provider may hereafter agree to.
3. Compensation. Inconsideration for use of the System and as reimbursement for anticipated expenses to be incurred by PFA in the performance of its obligations under this Agreement, Service Provider hereby agrees to pay to PFA half the average cost for installation of the System in traffic signals controlling eight (8) intersections designated on Schedule 1, at the time the System is installed on each traffic signal at those intersections. Service Provider also hereby agrees to pay, on an annual basis and upon invoice from PFA, half the cost of maintaining the entire System. The due dates for the payments of all the financial obligations and required reimbursements by Service Provider under this Agreement shall be thirty (30) days after Service Provider receives a billing invoice from PFA. PFA's financial obligation to the City for the City installing and maintaining the System on its traffic signals is addressed separately in PFA's annual budget with the City.
4. Ownership and Maintenance of Equipment. The parties hereby acknowledge that the System equipment under this Agreement is owned by PFA. Compensation paid by Service Provider for use of the System does not in any way convey any ownership interest to Service Provider in and to the System, any component equipment or the traffic signals.
5. Obligations regarding use of the System. The City agrees to permit Service Provider and PFA to utilize the System and will continue to install and maintain the System on its traffic signals provided that Service Provider and PFA use the System only while providing emergency services. The parties agree that the System will not be used for any other purpose and that use of the System for any other purpose shall afford the City the right to terminate this Agreement.
6. Liability. Each of the parties hereto shall be solely responsible for the action or omissions of their respective officers and employees and shall not be responsible or legally liable for the negligent acts of any other party to this Agreement or of their officers and employees. Accordingly, to the extent authorized by law, each party hereto hereby indemnifies and holds harmless the other parties from any damages, losses, expenses, causes of action or other liability whatsoever arising from or in any way relating to any personal injury or damages to person or property caused by the negligent acts or omissions of their respective officers or employees, or caused by their breach of this Agreement, provided

that such acts or omissions of the party's officers and employees occurred during the performance of their duties and within the scope of their employment with that party. However, nothing in this Agreement shall be deemed a waiver of the notice requirements, defenses, immunities and limitations of liability that each of the parties and their respective officers and employees may have under the Colorado Governmental Immunity Act (CRS Section 24-10-101, et seq.) and under any other law.

7. Entire Agreement. This writing, together with Schedule 1 attached hereto, and as subsequently amended in writing, constitutes the entire Agreement among the parties.
8. Effect of Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the agents, assigns and successors in interest of each respectively. This Agreement is not intended, nor should it be construed to effect or extend the legal responsibilities of any of the parties hereto; or create or modify any preexisting legal obligations, if any. This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third-party or parties, and no third-party or parties shall have a right of action hereunder to any cause whatsoever.
9. Default. In the event that a party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default, and such defaulting party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, a non-defaulting party may elect to:
 - a. Terminate the Agreement and seek damages;
 - b. Treat the Agreement as continuing and require specific performance; or
 - c. Avail itself of any other remedy at law or equity.

In the event of default of any of the Agreements herein by a party which shall require any party not in default to commence legal or equitable actions against the defaulting party, the defaulting party shall be liable for the non-defaulting party's reasonable costs and attorney's fees incurred because of the default.

10. Assignment. This Agreement shall not be assigned by any of the parties hereto without the prior written consent of all the parties to this Agreement.
11. Relationship of the Parties. The parties enter into this Agreement as separate and independent entities and each shall maintain such status throughout the term of this Agreement.
12. Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.
13. Construction. This Agreement shall be construed according to its fair meaning and as if prepared by all parties hereto, and shall be deemed to be and contain the entire understanding and agreement between the parties hereto. There shall be deemed to be no other terms, conditions, promises, understandings, statements or representations, express or implied, concerning this Agreement unless set forth in writing and signed by

each of the parties hereto. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law.

14. Severability. Subject to the terms and provisions of this Agreement, if any one (1) or more of the terms, provisions, promises, covenants or conditions of the Agreement, or the application thereof to any person, entity or circumstance shall be adjudged or determined to any extent to be invalid, unenforceable, void or voidable for any reason whatsoever, or shall be an act, or cause any party to perform an act, which threatens its governmental provider or tax status, then such term shall be deemed stricken from this Agreement and each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement or their application to any other person, entity or circumstance shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. Notwithstanding the aforesaid, should the severance have the effect of materially altering the meaning of this Agreement this Agreement shall be void.
15. Notices. Other than invoice billings which may be sent by first class mail, whenever written notice is required or permitted to be given hereunder by one party to the another, it shall be given effect by hand delivering or by mailing the same by certified mail, return receipt requested, to the party to whom given. Such notices shall be addressed as follows:

If to PFA:
Fire Chief
Poudre Fire Authority
102 Remington Street
Fort Collins, CO 80524

with a copy to:
Fort Collins City Attorney
City of Fort Collins
P.O. Box 580
Fort Collins, CO 80521

If to Service Provider:
University of Colorado Health - Poudre Valley Hospital
Attn: Kevin Unger, President & CEO
1024 S. Lemay Ave.
Fort Collins, CO 80524

If to the City:
Traffic Engineer
City of Fort Collins
PO Box 580
Fort Collins, CO 80521

with a copy to:
Fort Collins City Attorney
City of Fort Collins
P.O. Box 580
Fort Collins, CO 80521

Any party hereto may at any time designate a different person or address for the purpose of receiving notice by so informing the other parties in writing. Notice by certified mail shall be deemed effective upon actual receipt thereof or three (3) days after being deposited in the United States Mail, whichever first occurs.

16. Force Majeure. Notwithstanding anything contained herein to the contrary, it is agreed that in the event and to the extent that fire, flood, earthquake, natural catastrophe, explosion, accident, war, illegality, act of God, or any other cause beyond the control of any party hereto, or strikes and labor troubles (whether or not within the power of the party affected to settle the same) prevents or delays performance by any party to this Agreement, such party shall be relieved of the consequences thereof without liability, so long as and to the extent that performance is prevented by such cause.

17. Waiver. No waiver by any of the parties hereto of any term or condition of this Agreement shall be deemed to be or shall be construed as a waiver of any other term or condition, nor shall a waiver of any breach of this Agreement be deemed to constitute a waiver of any subsequent breach of the same provision of this Agreement.


IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

POUDRE FIRE AUTHORITY

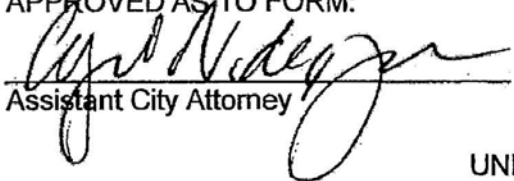
By: 
PFA BOARD CHAIR

Date: May 5, 2015

ATTEST:


Secretary

APPROVED AS TO FORM:


Assistant City Attorney

UNIVERSITY OF COLORADO HEALTH -
POUDRE VALLEY HOSPITAL

By: 
Kevin Unger, PRESIDENT & CEO

Date: 5/6/15

Schedule 1
Agreement for Use of Opticom System
As of May 5, 2015

Currently, 162 out of 187 intersections are controlled by the Opticom system ("System") in Fort Collins.

PFA has identified twenty (20) additional intersections that impact response routes throughout the City that will not be paid for by new development. Of these, the following eight (8) intersections would also contribute to improving the response times and safety of Service Provider ambulances:

Mountain and Mathews
Mountain and Howes
College and Magnolia
College and Olive
Elizabeth and City Park
Elizabeth and Constitution
Prospect and Sharp Point
Elizabeth and Summitview

Average cost to install the System in existing traffic signals is app.

\$5,000.00/intersection.

Annual maintenance cost/intersection: \$192.00

Half cost of installation of the System at the eight (8) intersections identified above (if installed)

\$20,000.00 (approximate)

Half annual maintenance costs for the entire System (paid in arrears) based on 2014 number of intersections

\$15,552.00 (approximate)

**EXHIBIT D
INSURANCE REQUIREMENTS**

- A. The Contractor including the Medical Director shall maintain and pay for all of the following insurance coverages during the term of the contract and all renewals thereof:
- (a) Medical Professional liability coverage with limits of \$5 million per claim and \$5 million aggregate.
 - (b) General liability coverage including Products, Completed Operations, Personal and Advertising Injury with limits of \$5 million per claim and \$5 million aggregate.
 - (c) Umbrella/excess liability insurance covering professional and general liability with limits of \$2 million per claim and \$2 million aggregate.
 - (d) Network Security and Privacy Liability Coverage related errors and omissions liability coverage including media liability with limits of \$5 million per claim and \$5 million aggregate.
 - (e) Property and casualty coverage for its materials, equipment, furnishings, supplies, and all owned personal and/or business property and improvements located on Client's premises under the standard "Special Form" coverage to its full replacement cost, without depreciation, adjusted yearly.
 - (f) Workers' compensation and other statutory insurances as required.
- B. The insurance coverages Contractor and its subcontractors shall be with insurers duly licensed or approved to do business in the State of Colorado and that have an "A.M. Best" rating of not less than A-VII. The coverages required in subparagraphs (a), (b), (c) and (d) above must be written on a "per-occurrence basis", or if written on a "claims-made basis", provide for continuous "tail coverage" of at least three (3) years beginning at the time this Agreement terminates. The Client and its officers and employees shall be named as "Additional Insureds" under the coverages required under paragraphs (b), (c) and (d) of Section 11.5 and these policies shall be written on a primary basis, non-contributory with any other insurance coverages and self-insurance carried by the PFA. Prior to providing any of the services, Contractor must submit to the PFA and the PFA must approve certificates of insurance evidencing all the insurance coverages Contractor is required to maintain under Section 11.5. For those policies on which the Client is to be named as an Additional Insured, the certificates of insurance shall state that the policy carrier will provide the Client at least thirty (30) days advance written notice for the cancellation, non-renewal or material changes to the policy. On all other policies, Contractor shall provide the PFA with at least thirty (30) days advance written notice for the cancellation, non-renewal or material changes to such policies. Failure of Contractor to fully comply with the requirements of Section 11.5 shall be considered an Event of Default under Article VII of this Agreement.

EXHIBIT E CONFIDENTIALITY

IN CONNECTION WITH SERVICES provided to the Poudre Fire Authority (the "PFA") pursuant to this Agreement (the "Agreement"), the Service Provider hereby acknowledges that it has been informed that the PFA has established policies and procedures with regard to the handling of confidential information and other sensitive materials.

In consideration of access to certain information, data and material (hereinafter individually and collectively, regardless of nature, referred to as "information") that are the property of and/or relate to the PFA or its employees, customers or suppliers, which access is related to the performance of services that the Service Provider has agreed to perform, the Service Provider hereby acknowledges and agrees as follows:

That information that has or will come into its possession or knowledge in connection with the performance of services for the PFA may be confidential and/or proprietary. The Service Provider agrees to treat as confidential (a) all information that is owned by the PFA, or that relates to the business of the PFA, or that is used by the PFA in carrying on business, and (b) all information that is proprietary to a third party (including but not limited to customers and suppliers of the PFA). The Service Provider shall not disclose any such information to any person not having a legitimate need-to-know for purposes authorized by the PFA. Further, the Service Provider shall not use such information to obtain any economic or other benefit for itself, or any third party, except as specifically authorized by the PFA.

The foregoing to the contrary notwithstanding, the Service Provider understands that it shall have no obligation under this Agreement with respect to information and material that (a) becomes generally known to the public by publication or some means other than a breach of duty of this Agreement, or (b) is required by law, regulation or court order to be disclosed, provided that the request for such disclosure is proper and the disclosure does not exceed that which is required. In the event of any disclosure under (b) above, the Service Provider shall furnish a copy of this Agreement to anyone to whom it is required to make such disclosure and shall promptly advise the PFA in writing of each such disclosure.

In the event that the Service Provider ceases to perform services for the PFA, or the PFA so requests for any reason, the Service Provider shall promptly return to the PFA any and all information described hereinabove, including all copies, notes and/or summaries (handwritten or mechanically produced) thereof, in its possession or control or as to which it otherwise has access.

The Service Provider understands and agrees that the PFA's remedies at law for a breach of the Service Provider's obligations under this Confidentiality Agreement may be inadequate and that the PFA shall, in the event of any such breach, be entitled to seek equitable relief (including without limitation preliminary and permanent injunctive relief and specific performance) in addition to all other remedies provided hereunder or available at law.