

AMR05ASA

TYPE OF RECORD: ACTIVE NON – PERMANENT

CATEGORY OF RECORD: **CONTRACT**

NAME OF CONTRACTOR: AMERICAN MEDICAL RESPONSE

SUBJECT/PROJECT: AMBULANCE SERVICE AGREEMENT

CITY DEPARTMENT: FIRE

YEAR: 2005

EXPIRATION DATE: 11/30/05 AND CONTINUED MONTHLY UNTIL 7/1/06

DESTRUCTION DATE: 1/13

City – American Medical Response
Ambulance Services Agreement
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AGREEMENT

THIS AGREEMENT is made and entered into this 16th day of March 2005 by and between the CITY OF GRAND JUNCTION, COLORADO, hereinafter referred to as the CITY and AMERICAN MEDICAL RESPONSE (AMR) a Delaware corporation hereinafter referred to as AMR or Provider;

RECITALS:

The CITY and AMR have agreed to enter into a contract wherein AMR will provide ambulance services to and for the City of Grand Junction throughout a response area designated by the City.

Mesa County recently adopted law governing provision of ambulance and emergency medical services in and for all of Mesa County. The County is now divided into Ambulance Service Areas (ASA's). As part of the new regulation, the City is allowed to designate an ambulance provider for its ASA. For a number of reasons, the City has determined that it is in the best interest of the citizens in the service area to carefully and conscientiously determine its long-term ambulance and emergency services provider or providers.

Following due deliberation, the City has concluded that the provision of ambulance services by AMR for a period of months while the City develops a process for selecting a long-term service provider pursuant to the new County regulations, will further the City's interim public safety. The City therefore, will recommend and request Mesa County to appoint AMR as its interim ambulance service provider in the Grand Junction Ambulance Service Area (ASA). It is contemplated that this interim period will extend to November 30, 2005.

AMR has been an ambulance service permittee of the City for a number of years. The purpose of this Agreement is to continue the arrangement under which the parties have been operating. AMR has represented that it is qualified, ready, willing and able to perform the services set forth in this Agreement and as required by the City and the parameters of the County resolution.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the City and AMR agree as follows:

I. SCOPE OF SERVICES

1. AMR shall provide ambulances, ambulance drivers, EMTs and paramedics and other necessary or reasonably required equipment for the provision of ambulance and emergency medical services (collectively referred to as "Ambulances Services" or "Services") to the Grand Junction ASA. The Grand Junction ASA is defined as the City of Grand Junction, and the areas served by the Grand Junction Rural Fire Protection District, and the Glade Park Volunteer Fire Department. The City shall be considered the permittee for purposes of the administration of the County law; however, AMR shall be subject to the requirements of that law as if it were a permittee thereunder. AMR shall be solely responsible for the preparation of any and all reports and documents required by the County.
2. To maintain simplicity of understanding and for purposes of efficient contracting, the parties acknowledge and agree that the Ambulances Services that AMR shall provide pursuant to this Agreement shall be those that it has provided under its most recent permit with the City, the service requirements of which are incorporated as if fully set forth herein.
3. If a conflict arises between the requirements, standards or protocols of the City and those of County law, then the City shall determine which requirement, protocol or standard is applicable. The Ambulance Services shall be subject to and delivered in accordance with the standard and generally applicable provisions of the City's Manual of Ambulance Operations ("Manual") unless or until those standards are replaced or amended by the City, or until the County adopts its regulatory standards.
3. This agreement shall extend through November 30, 2005, and then on a month-to-month basis, at the City's option, thereafter, until the City's process for selection of a service provider has been implemented and its recommendation for a long-term service provide is accepted by Mesa County.
4. The CITY, by and through the Chief of the Grand Junction Fire Department or his designee, is responsible for authorizing, approving and supervising the work performed by AMR under this Agreement. AMR shall consult with the City on staffing, scheduling and the delivery of Ambulance Services. AMR shall be deemed to have consented to all standards established by the Grand Junction Fire Department and/or Mesa County, knowing that the Services shall be performed in accordance with the standards of care, skill, training, diligence

and judgment provided by personnel that perform work of a similar nature to the work described in this Agreement.

5. The City may, pursuant to a separate written agreement, provide paramedic staffing to AMR as need arises, with the consent of the Fire Chief or his designee and contingent upon AMR's written agreement to pay the City's burdened cost of those services.

6. If AMR objects in writing to any requirement, procedure, protocol or operational or functional decision, requirement or standard imposed upon it by the City, AMR and the City's designee for this purpose shall meet and confer. If after this conference AMR continues to object or a mutually satisfactory accommodation is not reached, then AMR may terminate this Agreement in accordance with the TERMINATION provisions hereof.

7. AMR shall provide suitable facilities and all equipment reasonably necessary or required by the City and/or County for the delivery of Ambulance Services including but not limited to ambulances, radios, telephones and adequate physical facilities.

8. Subject to and in accordance with HIPAA, AMR shall provide access to the City to all financial and patient care records kept or maintained by AMR, including but not limited to bills, invoices, statements of services, treatment notes, dispatch records, and any and all other records related to the provision of ambulance services pursuant to this Agreement.

II. COMPENSATION

During the term of this Agreement, AMR shall be the exclusive provider of ambulance services in and to the Grand Junction ASA. This exclusivity shall be the sole consideration given by the City for this Agreement. AMR acknowledges and agrees that this consideration is sufficient to support the making of this Agreement and its performance there under.

III. TERMINATION

1. This Agreement may be terminated for cause or for convenience by either party hereto.

2. If this Agreement is terminated solely for the convenience of either party the Agreement may be terminated on 90-days' written notice.
3. If this Agreement is deemed void, voidable or illegal by a finding or judicial order, determination, judgment or decree by a court or administrative agency of competent jurisdiction, then the City and/or AMR may immediately terminate the Agreement.
4. Termination, if it occurs, shall be without claim of lost profit or advantage; AMR shall make no claim for compensation, start-up costs or the value of services performed, or any other claim for monetary, compensatory or consequential damages.

IV. NOTICES

Notices concerning this Agreement shall be made in writing by the CITY to AMR at 529 25 ½ Road, Suite 106, Grand Junction, Colorado 81505 and by AMR to the CITY at 330 South 6th Street, Grand Junction, Colorado 81501, with a copy to the Office of the City Attorney at 250 North 5th Street, Grand Junction, Colorado 81501, by prepaid United States mail, return receipt requested. Mailed notices shall be deemed effective upon deposition with the U.S. Postal Service.

V. SEVERABILITY

In the event any of the provisions or applications thereof of this Agreement are held to be unenforceable or invalid by any court or administrative agency of competent jurisdiction, the validity and enforceability of the remaining provisions or applications thereof shall not be affected.

VI. NO THIRD PARTY BENEFICIARIES

The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the CITY and AMR.

Nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the CITY and AMR that any other person other than the CITY or AMR receiving any benefits from this Agreement shall be deemed to be incidental beneficiaries only.

VII. INDEMNIFICATION

1. To the extent permitted by law, AMR hereby agrees to indemnify and hold harmless the CITY and its officers, agents and employees from any and all claims, suits, damages, costs, expenses, liabilities, actions or proceedings arising in any way from the claimed or asserted negligence, including but not limited to medical malpractice, of AMR and its officers, agents and employees in the execution and performance of any of its services under this Agreement and/or within the Grand Junction ASA. AMR's obligation to indemnify the CITY shall not apply to liability and/or damages resulting from the negligence, reckless and/or willful act of the CITY's officers, agents or employees. The provisions of this paragraph shall survive the termination of this Agreement.

2. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, Section 24-10-101 *et. seq.*, C.R.S., as now or hereafter amended. The parties hereto understand and agree that liability for claims for injuries to persons or property and other injuries which lie in tort or could lie in tort that arise out of the negligence of the CITY, AMR and/or the respective officers, agents and employees of AMR is controlled and limited by the provisions of 24-10-101 *et. seq.*, C.R.S. as now or hereafter amended. Any provision of this Agreement, whether or not incorporated herein by reference or otherwise, shall be controlled, limited and modified so as to limit the liability of the CITY in accordance with the above-cited law. The provisions of this paragraph shall survive the termination of this Agreement.

3. AMR agrees to procure and maintain, at all times that it is providing services in the Grand Junction ASA or pursuant to this Agreement, motor vehicle bodily injury and property damage insurance with limits of not less than \$1,000,000 per occurrence, workers' compensation insurance as required by Colorado statute, general liability, property damage and bodily injury coverage with limits of not less than \$1,000,000 per person, \$1,000,000 per occurrence, and professional liability coverage with limits of not less than \$1,000,000 per occurrence, \$3,000,000 aggregate.

VIII. ASSIGNMENT

This Agreement shall not be assigned, pledged or transferred in whole or in part.

IX. STATUS OF AMR

1. AMR shall perform its duties hereunder as an independent contractor and not as an employee. Neither AMR nor any officer, agent or employee thereof shall be or shall be deemed to be an agent or employee of the City for any purpose whatsoever.

2. AMR shall pay when due all required employment taxes for or relating to its employees and all required income taxes. AMR acknowledges that it and its employees are not entitled to unemployment insurance benefits from the City and that the City does not pay for or otherwise provide such coverage. AMR shall have no authorization, express or implied, to bind the City to any agreements, liability or understanding except as expressly set forth herein. AMR shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by the City) and unemployment compensation insurance in the amounts required by law and shall be solely responsible for the acts of its employees and agents.

The City understands and agrees that the Ambulance Services provided hereunder by AMR may not be exclusive to the City, but such services shall be considered the principal assignment of AMR. The parties acknowledge and agree that ht assigned service providers may at certain times be required to respond to other locations, situations or emergencies other than those directly arising from or related to the provision of services under or pursuant to this Agreement.

X. HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

XI. ENTIRE AGREEMENT

The parties acknowledge and agree that the provisions contained herein constitute the entire agreement, and that all representations made by any officer, agent or employee of the respective parties, unless included herein, are

null and void and of no effect. Alterations, amendments, changes or modifications to this Agreement may be made but the same shall be valid only if they are contained in an instrument, which is executed by all the parties with the same formality as this Agreement.

XII. VENUE

1. This Agreement shall be deemed to have been made in, and shall be construed and interpreted in accordance with the laws of the City of Grand Junction, Mesa County Colorado.
2. Any legal action arising out of or under this Agreement shall be brought in the Mesa County District Court.

XIII. GENERAL

1. The laws of the City of Grand Junction and Mesa County Colorado and the rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Agreement.
2. Any provision of this Agreement, or the rules or regulations of either the City or the County, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void.
3. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.
4. At all times during the performance of this Agreement, the AMR shall strictly adhere to all applicable federal and state laws, rules and regulations that have been or may hereafter be established.
5. The signatories hereto aver that they are familiar with 18-8-301, *et. seq.*, (Bribery and Corrupt Influences) and 18-8-401, *et. seq.* (Abuse of Public Office), C.R.S. and that no violation of such statutes has occurred in the formation of this Agreement.

6. The signatories aver that, to their knowledge, no City employee has a personal or beneficial interest whatsoever in the Ambulance Service described herein.

XIV. SPECIAL PROVISIONS

1. This contract shall not be deemed valid until it has been approved by the City Council of the City of Grand Junction and ratified by the BOCC or its designee.

2. No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions for the parties, of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now or hereafter amended.

3. AMR agrees to comply with the letter and spirit of all applicable state and federal laws respecting discrimination and unfair employment practices.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first written above.

CITY OF GRAND JUNCTION

by: [Signature]
Kelly E. Arnold
City Manager

RECOMMENDED AND APPROVED:

by: [Signature]
Rick Beaty
Fire Chief

ATTEST:

by: [Signature]
Stephanie Tuin
City Clerk



AMERICAN MEDICAL RESPONSE

by: [Signature]

RATIFIED:

by: [Signature]
Board of County Commissioners of Mesa County
Craig J. Meis, Acting Chair, 05-09-2005