

**CITY OF WHEAT RIDGE, COLORADO**  
**RESOLUTION NO. 36**  
Series of 2011

**TITLE: A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR AMBULANCE SERVICES AMONG THE CITY, THE WHEAT RIDGE FIRE PROTECTION DISTRICT AND RURAL/METRO OF CENTRAL COLORADO, INC.**

**WHEREAS**, providing professional emergency medical services to the citizens and visitors to the Wheat Ridge community is a priority,

**WHEREAS**, neither the City of Wheat Ridge, the police department nor the fire department have the resources or equipment available to provide emergency medical services (EMS) to the citizens or visitors of Wheat Ridge,

**WHEREAS**, although the fire department provides limited emergency medical services, the fire department is unable to provide emergency ambulance services for patient transport to area hospitals,

**WHEREAS**, the City of Wheat Ridge and the Wheat Ridge Fire Protection District have mutually agreed to contract with a private ambulance service to provide emergency medical services for the citizens of Wheat Ridge,

**WHEREAS**, there is no financial impact to the City of Wheat Ridge or the Wheat Ridge Fire Protection District to provide this contracted service,

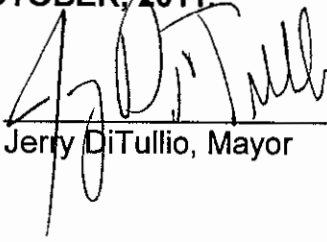
**WHEREAS**, the City and Fire District have established performance criteria for the ambulance service provider based on acceptable national standards for EMS response times and service, and will meet on a monthly basis to review the performance of the EMS provider and,

**NOW THEREFORE BE IT RESOLVED by the City Council of the City of Wheat Ridge, Colorado, as follows:**

The City of Wheat Ridge, Wheat Ridge Fire Protection District and Rural/Metro of Central Colorado, Inc. will enter an Intergovernmental Agreement (IGA) for Emergency Medical Services for the City of Wheat Ridge Residents.

**FURTHERMORE**, Rural/Metro of Central Colorado, Inc. will be awarded an initial one year contract for ambulance services. At the end of the first year and each year thereafter, the contract will be reviewed and can be extended for up to a four (4) year period, with the approval of both the City of Wheat Ridge and Wheat Ridge Fire Protection District.

DONE AND RESOLVED THIS 24<sup>th</sup> DAY of OCTOBER, 2011

  
\_\_\_\_\_  
Jerry DiTullio, Mayor

ATTEST: Bruce Roome, Deputy  
Michael Snow, City Clerk





Res 36-2014

## INTERGOVERNMENTAL AGREEMENT

### **AN AGREEMENT AMONG THE CITY OF WHEAT RIDGE, THE WH PROTECTION DISTRICT, AND RURAL/METRO OF CENTRAL COLORADO, INC. d/b/a PRIDEMARK PARAMEDIC SERVICES, FOR AMBULANCE SERVICES.**

1.0 **PARTIES.** The parties to this Agreement are the City of Wheat Ridge, a Colorado municipal corporation (hereinafter referred to as "the City"), Wheat Ridge Fire Protection District, an independent, quasi-municipal corporation, (hereinafter referred to as the "Fire District") and RURAL/METRO OF CENTRAL COLORADO, INC. d/b/a PRIDEMARK PARAMEDIC SERVICES, (hereinafter referred to as "the Company").

2.0 **RECITALS AND PURPOSE.** The City and Fire District desire to ensure the availability of high quality emergency ambulance service within the entire corporate limits of the City of Wheat Ridge, and the boundaries of the Fire District, and the Company agrees to provide such services pursuant to the terms of this Agreement.

2.1 The response area of the City of Wheat Ridge is within the corporate city limits. If the destination is in an overlapping area with another City, the call should be handled by the provider who is contracted with the originating call dispatch center. If this is not feasible, the responding fire protection district/department must be immediately notified.

2.2 The response area for the Fire District shall include the Town of Mountain View, unincorporated Jefferson County which is within the Fire District, Town of Lakeside excluding the amusement park and the single family dwellings and those portions of the Fire District that are located within the City of Lakewood.

### 3.0 **TERMS AND CONDITIONS.**

3.1 **Service.** The Company will maintain a response time of six (6) minutes on emergency responses 90% of the time and a response of ten (10) minutes on non-emergency 90% of the time. The Company shall make available a sufficient ALS ambulance to respond to calls for medical assistance within the City and Fire District for it to meet the required response times. The Company further agrees to make available backup ambulances to the City and Fire District with response time of eight (8) minutes or less.

3.1.1 The Company shall provide EMS services twenty-four hours a day, seven days a week, and three hundred sixty-five days per year. Response shall be without regard to the patient's ability to pay.

3.1.2 The standard of care shall include the Denver Metro Paramedic Protocol Standards.

3.1.2.1 The emergency medical services standard of care shall be ALS ambulances staffed with at least one licensed paramedic on board each ALS unit. The EMS duties shall be performed under the control and direction of the paramedic. At least one qualified EMT can also be a member of each crew. ALS crews shall respond on all calls for service. After initial assessment by a paramedic, and only when deemed medically appropriate, a BLS crew, consisting of no less than two (2) EMT's, may provide transportation to the hospital.

- 3.1.3 The company shall be required to develop and maintain a current deployment plan. Deployment plans must contain the following elements:
  - 3.1.3.1 Identification of the number of ambulances to be deployed during each hour of the day and day of week.
  - 3.1.3.2 A description of 24 hour system status management strategies to deploy or re-deploy resources to meet performance requirements.
  - 3.1.3.3 A description of how the company will meet the demand for emergency ambulance response during peak periods and during unexpected periods or unusually high call volume.
- 3.1.4 In the event there will be a recognized delay where the anticipated travel time exceeds the emergent response time of six (6) minutes or the non-emergent response time of ten (10) minutes, the Incident Commander of the situation shall be notified. The Incident Commander will then make the decision as to authorizing the continued response of the Company, or to request other EMS service providers.
- 3.1.5 The Fire District requires an ambulance response when the call for service is a confirmed structure fire even if it has been determined that there are no confirmed injuries at the onset of the call. The ambulance response shall be non-emergent unless otherwise notified by the City or the responding fire protection district/fire department.
- 3.1.6 For purposes of this Agreement, the following priorities shall apply to EMS Services:
  - 3.1.6.1 Emergent (Priority 1) Response: Situation determined by the emergency medical dispatcher, in strict compliance with the medical priority dispatch "c", "d", or "e" response codes and their associated criteria.
  - 3.1.6.2 Non-Emergent (Priority 2) Response: Situation determined by the emergency medical dispatcher, in strict compliance with the medical priority dispatch "a", or "b" response codes and their associated criteria.

3.2 Penalties for Non-Compliance

- 3.2.1 The Company understands that the failure to comply with response times will result in damages to the City and/or Fire District and that it is impracticable to determine the actual amount of such damages. Therefore, the Company, City, and Fire District now agree that the liquidated damages specified for EMS services are reasonable. All liquidated damages shall be late if not received by the City or the Fire District no later than thirty (3) days after written receipt of notice of the liquidated damages. The penalties for non-compliance of service delivery are established as the following fractile minimum times and actual penalties for non-compliance:

Emergent & Non-Emergent Responses	Financial Penalty Per Month
90% or above	\$ 0.00
85% to 89.99 %	\$ 1,500
80% to 84.99%	\$ 2,500

75% to 79.99%	\$ 3,500
74.99 % and below	\$ 4,500

3.2.2 Additional penalties shall also be assessed against the Company in the following instances:

3.2.2.1 A \$100 penalty charge shall be assessed for each instance in which the Company fails to give the responding fire protection district/department communications center it's "enroute to scene" or "arrival at scene" times in conformance with missing data penalties. For each instance in which an ambulance was dispatched and the crew fails to report is times or any other information on which the measurement of system performance depends, the \$100 penalty will apply per occurrence.

3.2.2.2 A \$100 penalty shall be assessed for any response time greater than fifteen (15) minutes.

3.2.2.3 Penalties collected in conformance with this Agreement shall be given to the City contracted Victim Services Program, or another service program that is related to the provision of EMS services as determined by the EMS Response Time Compliance Committee.

3.2.2.4 Response times for EMS services will be measured from the time the Company is documented as dispatched by the emergency medical dispatcher until the dispatcher is notified and documents the service provider has arrived on-scene (or in the case of another location other than the actual scene, the staging area or nearest accessible point for the ambulance (i.e. fence, apartment complex parking lot, etc.) The Company agrees the responding fire protection district/department communications center shall be the official record of each call.

3.2.2.5 If the Company is upgraded prior to the first EMS ambulance arriving on scene, compliance with response time and liquidated damages will be calculated based on the shorter of:

3.2.2.5.1 Time elapsed from dispatch time, as specified to time of upgrade plus the higher priority response time, or

3.2.2.5.2 The lower priority response time requirement.

3.2.2.6 Downgrades may be initiated by emergency medical dispatchers when the response was dispatched becomes available that indicates, in strict accordance with the medical priority dispatch response codes, that the response should have been dispatched at a lower priority. Downgrades may also be initiated by the City and/or EMS first responders of the Company's supervisory personnel who arrive on scene prior to the first EMS ambulance in a accordance with the medical priority dispatch response codes. If a response id downgraded prior to the arrival on scene of the first EMS ambulance, the Company's compliance with response time and liquidated damages will be calculated based on:

3.2.2.6.1 The lower priority response time standard, if the the EMS ambulance is downgraded before it would have been judged late under the higher priority response time, or

3.2.2.6.2 The higher priority response time standard, if the EMS ambulance is downgraded after it would have been judged later under the higher priority response time.

3.2.3 If the Company is unable to respond with a backup ambulance the Company shall immediately call another ambulance company to provide the required ambulance service and shall immediately notify the communications center for the responding fire protection district/department.

3.2.4 Equipment failure, traffic accidents, Company dispatch errors or lack of a nearby ambulance shall not furnish grounds for release from response time standards. If the Company feels that any response or group of responses due "to unusual circumstances beyond the Company's reasonable control", the Company may request, in writing, that these runs be excluded from response time performance calculations and penalties.

3.2.5 In the event of inclement weather, the parties further agree that a weather emergency will be declared with the City Police Department or the District deems appropriate.

3.2.6 During a disaster, it is mutually agreed upon by the parties, whether within the response area or in a neighboring area or community, the Company shall be exempt from the response time requirements stated in this Agreement. A "disaster" may include widespread destruction or endangerment of lives cause by severe weather, flooding, military or civil actions, manmade or natural disasters.

3.2.7 Prior to a period of unusual system overload within the City or the Fire District, the Company shall have a plan in place which proactively addresses the system overload.

3.3 Calls. In consideration of keeping such ambulances available this Agreement is exclusive between the City, Fire District and the Company for all PSAP generated emergency and non-emergency ground medical transportation requirements within the response area. The City and/or District shall not engage or utilize other contractors or persons to perform ground medical transportation services of the same or similar nature, except in instances where, in the City and/or District's reasonable judgment, the service provider is unable to provide the ground medical transportation services within the response times stated in the Agreement.

3.3.1 The Company further agrees that it shall respond to all calls directed by the City or Fire District, and shall perform its duties under the direction and control of the requesting agency.

3.3.2 The City and the Fire District may require an ambulance to be on site at various festivals and public events at no additional cost to the City or Fire District.

3.3.3 Calls for service will include response by the Company for lift assists (non-injury included) at no cost to the City or Fire District.

3.4 Compliance with Law. The Company agrees to comply with all federal, state, county, and local statutes, regulations, or ordinances in its provision of the services described within this Agreement, and to maintain its current ambulance license issued by Jefferson County. The Company agrees that its records and rosters regarding

equipment, vehicles, and training may be reviewed by the City or Fire District during regular business hours.

3.5 Communications. The Company agrees to maintain communications capabilities with the City of Wheat Ridge Police/Fire Communications Center and all police, fire, and ambulance vehicles and equipment, as well as communications between the Company's vehicles and the City and Fire District personnel on scene, and to maintain two back-up speed dial lines containing the caller identification feature to the Communication Center, all at the Company's expense using direct telephone line capabilities. The Company agrees to maintain channels one and two on the frequency of the Company's vehicles and dispatch center. All radios used shall be programmed by Lakewood/West Metro Area communication personnel.

3.6 Medical Supervision. The Company agrees to utilize a Physician Advisor agreed upon by the City and Fire District. A Physician Advisor is defined as a physician who establishes protocols for medical acts performed by paramedics, and who is specifically designated and responsible to assure the competency of the performance of those acts allowed by such paramedics. The parties hereto agree that this Section 3.5 shall be in effect only for the scope of service detailed in this Agreement. The Company further agrees to adhere to, as a minimum standard, the Denver Metropolitan Paramedic Protocols, as amended, with respect to medical acts not governed by the protocols developed by the Company Physician Advisor.

3.7 Rates. The Company shall be allowed to charge patients its usually and customary rates. A copy of the Company's current rate schedule attached to this Agreement as Exhibit A. Any changes to the rate schedule which exceed a Denver Medical CPI must be approved by the City and Fire District before taking effect. Rates will be evaluated as part of the performance evaluation.

3.7.1 Patients transported by the Company will be responsible for the full amount of insurance deductibles and co-payments required prior to insurance reimbursement. The maximum out of pocket expense will also apply to patients who do not have insurance.

3.7.2 Rates should include cost containment measures that guarantee a maximum out of pocket expense to a patient who utilizes the service.

3.7.3 Only one price increase per year may be submitted. The request must be at least sixty (60) days prior to the expiration date.

4.0 HELICOPTER. It is understood that in cases of extreme emergency, it may be necessary to use a helicopter in lieu of, or in addition to, the Company's ground services. Such medical decisions to use the helicopter service shall be made by the police and/or fire personnel or Company personnel on scene, with the primary responsibility for such medical decision making resting with the Company after consultation with fire and police personnel on the scene.

5.0 CONTROL. The Wheat Ridge Police Department shall have control of all crime scenes to which the Company is requested to respond. The Wheat Ridge Fire Protection District's ranking officer on scene shall have control of all fire and EMS scenes. Company employees shall consult with and follow the orders and directions given by the appropriate police or fire personnel, as such orders relate to scene control. The Company paramedic shall be in charge of all patient care and transportation destination, including medical triage and mode of transportation, pursuant to appropriate medical care protocols as approved by their physician advisor.

6.0 TRAINING. The Company agrees to provide upon request by either the City or the Fire District and at the Company's own expense, personnel to assist with the training of the City police department personnel and/or Fire District personnel in the areas of First Responder, EMT and CPR classes, along with appropriate CE medical training. These classes shall be held at times mutually agreed upon by the parties hereto.

7.0 EQUIPMENT.

7.1 The Company shall furnish, at its own expense, ambulances and accessory equipment. The Company agrees to provide commonly used disposable supplies as replacements for those supplies used by the responding fire protection district/department during medical emergencies. These supplies will be initially stocked by the company such that each responding fire protection district/department in the district has ample supplies to respond to emergencies. The company will periodically restock the supplies in a manner agreed by responding fire protection district/department.

7.2 The Company agrees that Jefferson County or any other licensing authority shall have the right to inspect on an annual basis the Company's vehicles used for performance of ambulance service, for the purpose of determining safety standards of the vehicles used and, further, to ensure that the vehicles so used are equipped with that accessory equipment required by the Department of Health, and said equipment shall be in proper working order for the use in Advanced Life Support treatment. A permit issued by the County or any other licensing authority shall be deemed as evidence of said annual inspections.

7.3 The Company agrees, when operating its ambulance vehicles in an emergency or non-emergency capacity, said vehicles will be driven in a safe and prudent manner, in compliance with all State statutes, City and County ordinances relating to the operation of emergency vehicles.

7.4 The company is required to equip all EMS providers with NFPA 1071, or NFPA 1951-compliant personal protective equipment to include helmet, eye protection, gloves, coat, trousers, and boots. Furthermore, all EMS providers shall be provided ANSI 207-compliant traffic safety vests. The required equipment shall be worn on all automobile accidents occurring with the response are of this Agreement.

7.5 Upon request, the Company will provide details of their vehicle replacement program.

8.0 COMPANY EMPLOYEES. Each crew shall consist of no less than a licensed paramedic and one qualified EMT whose qualification meet the guidelines of the statutes, rules, and regulations of the Emergency Medical Services Division of the Colorado Department of Health, as amended, and are acceptable to the Company Physician Advisor.

8.1 The Company agrees, while operating its ambulance in and around the City and Fire District boundaries, the employees of the Company shall maintain a professional attitude and performance standard and level of conduct for Emergency Medical Technicians and Paramedics.

8.2 The Company agrees to notify the City and Fire District within thirty (30) days of changes in management personnel. Staff changes shall never change the level of service.

8.3 The Company will provide the City and the Fire District an on-going list of Company field employees and their certification levels on a quarterly basis.

8.4 Upon request, the Company will provide the identification of the amount and type of continuing education that EMT's and Paramedics completed

9.0 TERM. The parties mutually agree and understand that the term of this Agreement shall be for a period of one (1) year from January 2012 thru December 31, 2012 and upon the expiration of said period, this Agreement may continue for four (4) additional one-year periods, subject to the provisions hereof, provided that no event shall this Agreement continue for a period beyond five (5) years from the date of execution hereof. Said Agreement shall be renewed for



successive one (1) year periods, as provided herein, subject to review and performance evaluation by the Wheat Ridge City Council and the Wheat Ridge Fire District annually. This Agreement may be terminated by either the City Council or the Fire District, following said review, or pursuant to the provisions of this Agreement. Unless so terminated, this Agreement shall continue in full force and effect.

The parties further agree that the City or Fire District, upon a determination that the Company is not performing the agreed upon services in a reasonable manner and/or in a timely fashion, shall give written notice of such dissatisfaction, and failure of the Company to develop and implement a plan to rectify substandard practices within ten (10) days from receipt of notice thereof, shall give rise to the cancellation of this Agreement. Should such determination of dissatisfaction result from a particular incident, the City or the Fire District will attempt to give oral notice within two (2) business days of the incident giving rise to the dissatisfaction. Upon issuance of a second notice of dissatisfaction, the City or Fire District may, at its option, cancel this Agreement without affording the Company the opportunity to correct the complained of substandard practice.

9.1 Nothing contained herein shall be construed as establishing any obligation on behalf of the City and/or Fire District to make any monetary payment or other subsidy to the Company by virtue of this agreement.

9.2 This Agreement shall remain in full force and effect provided, however, that either party may terminate this Agreement sooner, other than for cause, upon one hundred twenty (120) days notice. This termination provision shall also be applicable to any renewable period exercised by the parties.

9.3 If any party fails to comply with any material term of this Agreement, any other party may terminate this Agreement immediately upon written notice indicating the termination date and/or sue for breach of contract. In such event, the prevailing party in such dispute shall be entitled to its reasonable costs, including its attorneys' fees.

9.4 The obligations of the City and the Fire District hereunder are expressly subject to the approval of annual appropriations, therefore, in the event of non-appropriation, this Agreement shall be deemed terminated as of the end of the fiscal year for which funds have been appropriated. Termination of the Agreement for this reason shall not constitute a default or breach of the Agreement within the scope of Section 9.3. This Agreement does not create or constitute a multi-year fiscal obligation of the City or of the Fire District.

#### 10.0 POLICY.

10.1 The Company's performance shall be reviewed annually by the City, Fire District and Physician Advisor. A written performance report shall be submitted to the City Council and the Fire District Board at the time of renewal of this Agreement.

10.2 The Company agrees to be a participating member in any review committee which is established by the City, the Fire District or by the approved Physician Advisor.

10.3 The EMS Response Time Compliance Committee (ERTCC) is hereby established for purposes of this Agreement. This committee shall meet on a monthly basis. The Company agrees to maintain and provide to the City and/or District monthly response time reports, ambulance trip reports to include the patient's name, address, dispatch time, arrival time, destination time and the patient's condition, penalties paid by the Company pursuant to Section 3.2 of this Agreement and any other pertinent reports as requested by the ERTCC.

10.3.1 The ERTCC will review the response times and determination of allowable exemptions. The determination of allowable exemptions will be based upon the circumstances that existed during the particular situation being reviewed. At the discretion of the committee members, the allowance exemptions may not be reflected in subsequent monthly statistics.

10.3.2 The parties agree that from time to time issues may arise where one party has concerns regarding the employees of the other party(s) or other issues related to the parties operations as they affect this

Agreement. The parties agree that, upon receipt of a request to address any issue of this type, an appropriate representative of each party shall promptly meet to explore the matter, and each party shall work in good faith to address valid issues of concern.

10.4 The City and/or District may, upon written notice, inspect the Company's records to ensure compliance with this Agreement.

10.5 Nothing contained within this section of the Agreement constitutes the waiver of any patient's rights to confidentiality.

11.0 ASSIGNMENT. Except as provided in this Section, the Company may not assign or subcontract, its rights and obligations under this Agreement, without this prior written approval of the City and Fire District.

12.0 LIABILITY. Notwithstanding any language to the Contrary contained in this Agreement, the Company is an independent contractor and is not an employee or agent of the City or Fire District. The Company assumes all liability for and agrees to indemnify and hold harmless the City and Fire District. The Company assumes all liability for and agrees to indemnify and hold harmless the City and Fire District from any and all claims for injuries or damages, including attorney's fees, arising from the Company's performance or lack of performance under this Agreement except to the extent such claim for injury or damages which are the direct and proximate result of an act or order of a police officer or other employee or volunteer of the City or Fire District.

13.0 INSURANCE. The parties further agree and understand that the Company shall maintain and keep in force an automobile insurance liability Policy with a minimum coverage of One Million Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage.

13.1 The Company shall maintain and keep in force a Professional and General Liability insurance policy covering the employees of the Company for any and all malpractice and/or negligent acts performed or committed by those employees of the Company. Coverage for Professional/General liability shall be a minimum of one million dollars (\$1,000,000) for any one claim and one million dollars (\$1,000,000) combines single limit bodily injury and property damage.

13.2 Provided, however, that any language contained in this paragraph 13 to the contrary notwithstanding, the Company agrees that there shall be in effect, no less than one million dollars (\$1,000,000) of insurance protection for each of the types of insurance protection specified in paragraph 13.1 hereof, which one million dollars (\$1,000,000) of minimum insurance coverage shall be available to each person or patient attended to or transported by the Company pursuant to the terms hereof. The Company also agrees to furnish the City and Fire District a Certificate of Insurance evidencing the minimum amounts of coverage described above, and said policy shall further provide a specific provision relating that, in the event of cancellation of said policy, the City and Fire District shall be notified in writing ten (10) days prior to cancellation. The Company agrees to name the City and Fire District as additional insured parties.

13.3 The Company shall maintain and keep in force a Workers' Compensation insurance policy for all its employees. This coverage shall meet the statutory limits set forth by the state of Colorado.

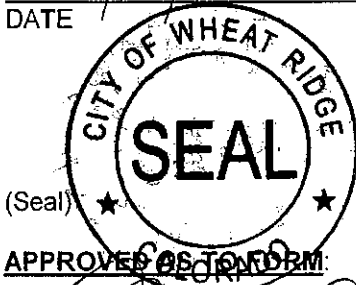
13.4 Each party shall be responsible for its own negligent acts, provided, however, that nothing in this Agreement shall waiver any immunity, defense, or limitation of liability available to either the City or the Fire District under the Colorado Governmental Immunity Act, Section 24-10-101, et. Seq., C.R.S.

IN WITNESS WHEREOF, the parties have executed this Agreement and intend for it to be in full force and effect on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

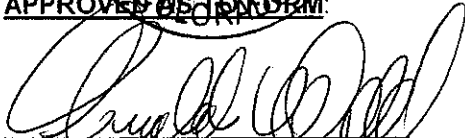
**ATTEST:**

  
MICHAEL SNOW, CITY CLERK

10/24/11  
DATE



**APPROVED AS TO FORM:**

  
GERALD DAHL, CITY ATTORNEY

**WHEAT RIDGE FIRE DISTRICT**

**ATTEST:**


\_\_\_\_\_  
President: Jerry Cassel  
Wheat Ridge Fire District

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Wheat Ridge Fire District Attorney

**OWNER**

CITY OF WHEAT RIDGE  
7500 W 29<sup>TH</sup> AVENUE  
WHEAT RIDGE, CO 80033  
303-234-5900

  
JERRY DITULLIO, MAYOR

**CONTRACTOR**

RURAL/METRO OF CENTRAL COLORADO, INC.  
d/b/a PRIDEMARK PARAMEDIC SERVICES  
6100 WEST 54<sup>TH</sup> AVENUE  
ARVADA, CO 80002  
WEST

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

**ATTEST TO CONTRACTOR:**

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE