

EC-21-345



Mayor Timothy M. Keller

CITY OF ALBUQUERQUE

Albuquerque, New Mexico

Office of the Mayor

INTER-OFFICE MEMORANDUM

April 19, 2021

TO: Cynthia Borrego, President, City Council

FROM: Timothy M. Keller, Mayor

A handwritten signature in black ink, appearing to be 'TK' or similar initials, written over the name 'Timothy M. Keller'.


SUBJECT: APPROVING THE AGREEMENT BETWEEN ALBUQUERQUE FIRE RESCUE AND ALBUQUERQUE AMBULANCE SERVICE FOR THE PROVISION OF AMBULANCE SERVICES.

Albuquerque Fire Rescue is responsible for responding to calls for an emergency medical response and requesting dispatch of units to provide emergency medical transportation when necessary. Albuquerque Ambulance Service holds a certificate from the New Mexico Public Regulation Commission, authorizing it to provide ambulance service throughout the State. Albuquerque Fire Rescue and Albuquerque Ambulance Service desire to enter into an Agreement to delineate responsibility for 911 calls and ensure effective response and quality care to the citizens of Albuquerque.

This Executive Communication is forwarded to the Council for consideration and action.


**Legislation Title: AGREEMENT BETWEEN ALBUQUERQUE FIRE RECUE
AND ALBUQUERQUE AMBULANCE SERVICE**

Recommended:

 5/13/21

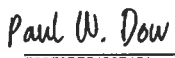
Sarita Nair **Date**
Chief Administrative Officer

Approved as to Legal Form:

DocuSigned by:
 4/20/2021 | 12:52 PM MDT

Esteban A. Aguilar Jr. **Date**
City Attorney

Recommended:

DocuSigned by:
 4/20/2021 | 11:21 AM MDT

Paul W. Dow **Date**
Fire Chief

Cover Analysis

1. What is it?

Executive Communication approving an agreement between Albuquerque Fire Rescue and Albuquerque Ambulance Service.

2. What will this piece of legislation do?

This legislation will authorize an agreement between Albuquerque Fire Rescue and Albuquerque Ambulance Service to renew their contractual relationship for the provision of ambulance services.

3. Why is this project needed?

The City is unable to provide ambulance services that ensure effective response and quality care to the citizens of Albuquerque without assistance from a third party.

4. How much will it cost and what is the funding source?

No appropriation or funding is necessary to approve this agreement.

5. Is there a revenue source associated with this contract? If so, what level of income is projected?

Yes

Will generate \$667,293 annually and a total of \$2,001,879 for the term of agreement.

6. What will happen if the project is not approved?

It would be extremely challenging for AFR to manage all of the EMS transports without the support we receive from AAS. If the project is not approved, it would cause a significant strain on the current EMS transport system as currently designed.

7. Is this service already provided by another entity?

No

FISCAL IMPACT ANALYSIS

TITLE: ALBUQUERQUE FIRE RESCUE & ALBUQUERQUE AMBULANCE SERVICE AGREEMENT

R:O:
FUND:110
DEPT:2719000

- [X]

No measurable fiscal impact is anticipated, i.e., no impact on fund balance over and above existing appropriations.
- []

(If Applicable) The estimated fiscal impact (defined as impact over and above existing appropriations) of this legislation is as follows:

	2021	Fiscal Years 2022	2023	Total
Base Salary/Wages				-
Fringe Benefits at				-
Subtotal Personnel	-	-	-	-
Operating Expenses		-		-
Property		-	-	-
Indirect Costs	-	-	-	-
Total Expenses	\$ -	\$ -	\$ -	\$ -
[] Estimated revenues not affected				
[x] Estimated revenue impact				
Revenue from program	-	-	-	-
Amount of Grant				
City Cash Match				
City Inkind Match				
City IDOH	-	-	-	-
Total Revenue	\$ -	\$ -	\$ -	\$ -

These estimates do not include any adjustment for inflation.
* Range if not easily quantifiable.

Number of Positions created

COMMENTS: Revenue for Albuquerque Ambulance Servcies contract is budgeted

COMMENTS ON NON-MONETARY IMPACTS TO COMMUNITY/CITY GOVERNMENT:

This contract will allow the City to provide ambulance services that ensure effective response and quality care to the citizens of Albuquerque with the assistance from a third party.

PREPARED BY:

DocuSigned by:

Amanda Vigil

4/20/2021 | 11:18 AM MDT

FISCAL ANALYST

APPROVED:

DocuSigned by:

Paul W. Dow

4/20/2021 | 11:21 AM MDT

DIRECTOR (date)

REVIEWED BY:

DocuSigned by:

Linda Cutler-Padilla

4/20/2021 | 11:48 AM MDT

EXECUTIVE BUDGET ANALYST

DocuSigned by:

Lawrence L. Davis

4/20/2021 | 11:56 AM MDT

BUDGET OFFICER (date)

DocuSigned by:

Christine Barner

4/20/2021 | 12:18 PM MDT

CITY ECONOMIST

AMBULANCE SERVICES AGREEMENT

This Ambulance Services Agreement ("Agreement") is entered into by and between Presbyterian Healthcare Services, d/b/a Albuquerque Ambulance Service, the contracted ambulance service ("Contractor") and the City of Albuquerque ("City"), on behalf of Albuquerque Fire Rescue ("AFR"), collectively referred to herein as "the Parties," or individually as a "Party." This Agreement shall be deemed effective as of the date of approval by the Albuquerque City Council, the effective date being defined below.

RECITALS

WHEREAS the City, through the City 911 dispatch center (the "911 Dispatch Center"), receives calls for emergency medical response originating from the incorporated area of Bernalillo County; and

WHEREAS the City is best served by contracting with a properly certified third party for to perform such services, and

WHEREAS Contractor is a locally owned and operated not-for-profit and holds a Certificate from the New Mexico Public Regulation Commission, authorizing Contractor to provide ambulance service throughout the State; and

WHEREAS the needs of the City's emergency response system can best be met through a cooperative approach with Contractor, including continuing to utilize Contractor to assist with the responses to 911 emergency calls for ambulance service which in turn will reduce the instances for which AFR will need to transport individuals to local hospitals; and

WHEREAS, the current practice of the Parties, which the Parties intend to continue, is that City is responsible for activating AFR units to respond to the scene of a call for emergency medical response and then requesting that the Contractor dispatch its units to provide emergency medical transportation when necessary; and

WHEREAS the City and Contractor desire to enter into this Agreement to delineate responsibility for 911 calls and ensure effective response and quality care to the citizens of Albuquerque;

NOW THEREFORE, in consideration of the above and the Parties agree as follows:

Section 1. Definitions

The following definitions are applicable to this Agreement:

CAD: Computer Aided Dispatch.

Corrective Action Plan A remedy in the form of a written plan in lieu of termination of the Agreement, agreed upon by the Parties and for the purpose of addressing a concern raised by

the City arising out of or relating to one or more Non-Compliance(es) which plan is intended to correct the root causes of that/those Non-Compliance(es).

Delayed Response: Where the contracted ambulance service does not arrive on scene within the amount of times specified in **Exhibit A, Table 1 “Contractor Response Time Performance Standards”** for the applicable, specified, call priority designation.

Effective Date: The date written on this contract following approval by the Contractor and Albuquerque City Council.

EMS Ordinance: Emergency Medical Services (EMS) Ordinance, §9-4-4-1 et seq., R.O.A. 1994, of the City's ordinances promulgated by the City Council regarding delivery of Emergency Medical Services and establishing a hierarchy of accountability in prehospital response, including any revisions thereto.

Initial 911 Dispatch: Initial 911 Dispatch: The point in time that the AAS communications center is notified of a 911 dispatch requiring an AAS response.

Inter-Agency Operations Committee (“IAOC”): A committee composed of members of both AFR and the Contractor whose purpose is to review, modify, develop, and/or implement operational procedure as deemed necessary for the optimum performance of this Contract and to investigate, review, and resolve quality related issues. Operational issues identified by the IAOC will be brought to the attention of the AFR Deputy Chief of Emergency Services and the Contractor’s designee. The IAOC will meet on a monthly basis.

Level Zero Status: No contracted ambulances available at the time of Initial 911 Dispatch. Level Zero Status does not apply to dispatches subsequently canceled by 911 Dispatch Center.

Medical Control Board: The entity which promulgates the Medical Services System Protocols and Guidelines that control the delivery of care in an emergency medical response.

Medical Services System Protocols and Guidelines: Protocols and guidelines promulgated by the Medical Control Board, and which the Parties agree will control the delivery of care in an emergency medical response.

Non-Compliance/Non-Compliant: Failure to maintain compliance with Contractor Performance Standards as defined in Section 7.1(a) and applied to call priorities set forth in Table 1 of **Attachment A- Contractor Performance Standards**, attached hereto and made a part hereof.

On Scene (“OS”): The date and time when emergency medical technicians are at the location of the person or persons needing emergency medical care. A unit shall still be considered to be "on scene" even if, upon arrival, the emergency medical technicians are unable to immediately initiate medical care due to physical obstruction(s), security issues at the scene and/or other directives from law enforcement or Incident Commander.

Priority Designation: __Designation of the degree of priority of a call using a standardized methodology known as the Medical Priority Dispatch System (MPDS) protocol.

Protocol: A predetermined written medical care plan including standing orders.

Reporting Period: One calendar month, beginning on the first day of a month and ending on the last day of the same month.

Response Time: The elapsed time between when the Time Call Received requirements are met until the ambulance is On Scene or until the call is cancelled by a public safety agency or 911 Dispatch Center. Response Time is not applicable to any misdirected, unverified address or otherwise incorrectly dispatched calls by the 911 Dispatch Center.

SOP/SOG: Standard operating procedure/guideline.

Supplies: Any items listed in **Attachment C, Medical Supplies to this Agreement.**

Time Call Received: The date and time when a call from the City 911 dispatch center for emergency medical response is received at the Contractor's dispatch center together with Priority Designation and a verified address or response detail.

Section 2. General Provisions

- 2.1 The Parties agree that as outlined by the City Charter and EMS Ordinance, the City, through the Fire Chief, is primarily responsible for and commissioned with the delivery of Fire and Emergency Medical Services (as defined in the EMS Ordinance) for the City of Albuquerque.
- 2.2 Parties agree that the City of Albuquerque EMS Ordinance is the guiding document as relates to the receipt, dispatch, response and delivery of EMS within the City of Albuquerque. The tenets of the EMS Ordinance will also be adhered to for system and protocol development.
- 2.3 The Parties agree that the most current version of the Albuquerque Bernalillo County Emergency Medical Services System Protocols and Guidelines ("ABC Guidelines") promulgated by the Medical Control Board and within the scope granted by the EMS Ordinance, will guide the delivery of emergency medical services in the City of Albuquerque. To the extent that there is any inconsistency between the provisions of this Agreement, the city of Albuquerque EMS Ordinance will take precedence and provide guidance. In instances where the Parties mutually agree to a pilot program during the Term which would necessitate obligations and standards that differ from the ABC Guidelines, the Parties will coordinate with the Medical Control Board in advance regarding any temporary modifications to the ABC Guidelines that may be required to implement any particular pilot program.

Section 3. Contractor's Obligations

- 3.1. Unless otherwise agreed to by the Parties, Contractor shall ensure that an ambulance unit, as such is defined and intended by the EMS Ordinance, is on the scene of all dispatched calls for emergency medical service response in accordance with the time requirements identified in **Attachment A - Contractor Performance Standards** and measured according to the standards also set forth in **Attachment A**. Response time shall be measured from Time Call Received until time On Scene.
- 3.2 Contractor shall perform all work and services hereunder in accordance with **Attachment B - Contractor Operational Framework and Specifications**, attached hereto and made a part hereof.
- 3.4 Contractor shall announce Level Zero Status if it exists at the time of dispatch.
- 3.5 Contractor shall maintain accurate records regarding Level Zero Status events, and on a monthly basis, Contractor shall generate and provide to City a Level Zero Status report for the preceding month. The Parties agree that Contractor's Level Zero Status report shall be primary data report for all Level Zero activity for purposes of this Agreement, provided that City shall have the right to produce or cause to be produced directly or indirectly additional reports documenting and analyzing Level Zero Status activity for its own records and for comparison. In the event that there are differences between a City generated report and that generated by Contractor, the Parties agree to work in good faith to reconcile such differences.
- 3.6 Contractor shall be responsible for reimbursing City for all agreed upon costs and expenses incurred by the City related to Emergency Medical Service. Such costs include:
 - a. Use of the City's CAD system, based on Contractor's percentage of CAD calls, as identified in **Attachment C** to this Agreement;
 - b. AFR medical Supplies used on 911 calls which AAS is also dispatched to, as identified in Attachment C to this Agreement;
 - c. Additional attendants on Contractor transports where AFR staff is needed to (i) assist the Contractor in patient care, (ii) provide additional support for attendant safety, or (iii) patient safety enroute to the hospital, as identified in **Attachment C** to this Agreement; and
 - d. General administration and oversight by City related to the performance of this Agreement ("Contract Administration Fee").

All Reimbursable Costs with the exception of the Contract Administration Fee shall be paid by Contractor to City in accordance with the formula and method set forth in **Attachment C** to this Agreement ("Reimbursable Costs"). The

Contract Administration Fee, which encompasses AFR's time, labor and efforts in the oversight, coordination and administration of the Agreement agreed upon by the Parties to be ONE HUNDRED SEVENTY FIVE THOUSAND AND 00/100 DOLLARS (\$175,000.00) for each Term or Renewal Term, which amount shall be due from Contractor thirty (30) days from the Effective Date ("Payment Date"), and for any Renewal Term(s), shall be due on the anniversary(ies) of the Payment Date, as applicable for the duration of the Agreement Term. Any payment of Contract Administration Fee that is not received on or before the applicable Payment Date shall be subject to charge at a rate of 1.5% per thirty (30) days past the original due date.

- 3.7 At any time, upon reasonable advance notice, Contractor shall give a representative of AFR's choice access to the Contractor Board of Directors. The City may periodically request time on the Contractor Board of Directors' agenda to discuss or bring to the Board's attention any matters which AFR deems necessary or prudent.

Section 4. City's Obligations

- 4.1 The City will provide Contractor the necessary invoices, data, or information for payments described in Section 2.5 and **Attachment C**.

Section 5. Mutual Obligations

- 5.1 The Parties agree that the IAOC will meet monthly and that each shall act in good faith to ensure that these monthly meetings occur as intended. At each such meeting, Contractor will report monthly performance standards as listed in Attachment A. Interagency operations such as scene times and other clinical performance measures as defined in the ABC Guidelines will be discussed. The IAOC will address data discrepancies, quality assurance or operational issues identified by Contractor or AFR. The IAOC will review compliance with any Corrective Action Plan then in effect, which in turn will be reported by the agencies to the EMS Authority.
- 5.2 The Parties will develop a coordinated training plan for the employees of AFR and the Contractor. The training plan will be jointly developed by the trainers employed by AFR and Contractor, will include training on AFR's SOGs on dispatch protocols, on-scene protocols, mass disaster response protocols, and will be implemented annually.
- 5.3 AFR and Contractor shall each provide timely written disclosure to the other of any applications that either Party makes before the State of New Mexico Public Regulation Commission regarding ambulance services provided within Bernalillo County.

Section 6. HIPAA Obligations

- 6.1 The Parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (collectively, "HIPAA"). AAS understands and agrees that, as a contractor of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA. The Parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security.
- 6.2 Contractor and City understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code set, privacy and security. Each Party further agrees to be solely responsible for its failure to comply with HIPAA. Each Party's obligations under this subpart shall survive the expiration or termination of this Agreement regardless of the reason for such termination. The Parties further agree that, to the extent they are subject to security breach, electronic medical records implementation and/or meaningful use provisions of the HITECH ACT of 2008 as they may relate to this Agreement, they shall comply.

Section 7. Term and Renewal

- 7.1 The period of this performance Agreement shall commence on the first day of the month following approval by the City Council and continue for a two (2) years unless altered by a subsequent agreement or terminated pursuant to the termination provisions (the "Initial Term"). Based on satisfactory performance, the Agreement may be renewed at the City's option for up to two (2) additional periods of two (2) years each (each a "Renewal Term"), unless written notice of termination is provided in accordance with provisions of Section 9, below. The Initial Term and Renewal Term(s) shall collectively be referred to herein as the "Term."

Section 8. Contractor Non-Compliance: Corrective Action in Lieu of Termination

8.1 Non-Compliance.

The Contractor shall be deemed to be in Non-Compliance in the following instances:

- a. Failure to maintain a required level of reliability for a Priority Level as defined in Table 1 of **Attachment A- Contractor Performance Standards** for three (3) consecutive reporting periods or a total of any six (6) reporting periods in a nine (9) month period, constituting Non-Compliance with Contractor Performance Standards for that Priority Level as defined in **Attachment A**.
- b. Non-Compliance with any requirement set forth in **Attachment B - Contractor Operational Framework and Specifications**.
- c. Negligent or reckless failure to maintain provider status, license, or certification, including but not limited to any applicable equipment maintenance standards, compliance with tariffs, billing and the like, required for ambulances or ambulance personnel by state and federal regulations. .
- d. Negligent or reckless falsification of data during the course of operations, including but not limited to dispatch data, patient report data, financial data, or falsification of any other data required under the Agreement.
- e. Negligent disclosure in violation of its privacy obligations under HIPAA and the regulations promulgated thereunder, as determined by an agency with jurisdiction.
- f. Negligent or reckless actions resulting in intimidation or punishment of employees who participate in protected concerted activities, or who form or join any professional associations. Notwithstanding anything stated in this Section, the City acknowledges and agrees that Contractor is within its rights to implement and maintain its non-solicitation policy.
- g. Negligent or reckless violation of any local, state, or federal law or regulation in the course of performance of Contractor's obligations hereunder (excluding discrete, minor traffic violations where no accident is involved).

8.2 Corrective Action Plan in Lieu of Termination for Non-Compliance.

In the event Contractor is found to be in Non-Compliance, City shall notify Contractor in writing, and if Contractor (1) is not currently on a Corrective Action Plan (defined below) and (2) has not committed an act of Non-Compliance in the preceding six (6) months, then the following process shall be followed by the Parties:

- a. Prior to the next scheduled IAOC meeting, Contractor shall promptly investigate and document for review by AFR an analysis of the root cause(s) of the Non-Compliance and provide the written, documented

analysis to AFR at least five (5) business days prior to the next scheduled IAOC meeting;

- b. After review of any investigation and documentation provided by AAS to the City and prior to the next scheduled IAOC meeting, Contractor shall prepare a proposed, written, corrective action plan for AFR's review, comment, and approval, which shall also be provided at least five (5) business days prior to the next scheduled IAOC meeting (unless otherwise agreed to by AFR in writing), and which, subject to and upon AFR's written approval, shall be a part of, and by this reference is incorporated in, this Agreement as the Parties' corrective action plan (the "Corrective Action Plan"). The Corrective Action Plan shall include, at a minimum:
 - i. Contractor's commitment to AFR to devote the appropriate time, skilled personnel, systems support, equipment, and other applicable, appropriate resources necessary to resolve and prevent any further occurrences giving rise to the Non-Compliance;
 - ii. a strategy for developing any schedule changes, training, etc. necessary to remedy and prevent any further occurrences of such Non-Compliance including identification of the specific actions required to remedy each issue and identified root cause, which should include; and
 - iii. time frames for implementing the Corrective Action Plan; and
 - iv. new written policies and/or procedures (if applicable); and
 - v. training for managers, staff, and employees; and
 - vi. identification of who is responsible for each identified action in the Corrective Action Plan strategy; and
 - vii. Specification of how each action will be verified, (e.g. reviewing records, interviewing employees, performing spot-checks, etc.; and
 - viii. the deadline for completion of each action; and
 - ix. identification and acknowledgement of potential consequences if Corrective Action Plan actions are not completed.
- c. Contractor shall not be entitled to charge City or receive any additional payment from City for expenses incurred by Contractor related to Contractor's preparation or implementation of the Corrective Action Plan as required hereunder and as established by the agreed upon Corrective Action Plan. Provided Contractor has timely provided a complete Corrective Action Plan to AFR in advance of the IAOC pursuant to paragraph 8.2(b), above, then at the IAOC meeting AFR

shall either (i) issue an approval of Contractor's proposed Corrective Action Plan, (ii) issue a modified approval of Contractor's proposed Corrective Action Plan with comments, or (iii) notify Contractor of the anticipated date by which AFR anticipates it will have a determination regarding the submitted, proposed Corrective Action Plan from Contractor. The City shall not unreasonably delay, defer or otherwise withhold approval of a fully implemented Corrective Action Plan.

- d. Contractor shall appear for and present a status report regarding the Corrective Action Plan at the following IAOC meeting, and at each IAOC meeting thereafter, until such time as AFR deems the Corrective Action Plan fully performed, the Non-Compliance cured, and the matter closed.
- e. In the event that Contractor demonstrates an inability or unwillingness to meet the deadlines or timeframes, to perform the actions and/or to implement the changes outlined in the Corrective Action Plan, AFR may in its sole and reasonable discretion determine that the Corrective Action Plan was unsuccessful and close the matter, in which case, City shall have the option to pursue remedies for Breach pursuant to Section 8, including termination.

In the event that at the time of a Non-Compliance there is an already existing Corrective Action Plan, the Parties agree to appropriately amend the existing Corrective Action Plan to accommodate the need for correction to address the new Non-Compliance, in which case, the process set forth in this Section 7.2 shall be followed with the intention that the correction for the new Non-Compliance be integrated into the existing plan.

Section 9. Termination.

9.1 Termination for Breach.

- a. "Breach" by a Party includes but is not limited to the following:
 - i. Willful or deliberate failure of a Party to meet its obligations under this Agreement in substantial compliance with the requirements of the applicable Federal, State and City of Albuquerque laws, rules, and regulations;
 - ii. Willful or deliberate falsification of data, with the intention to deceive or mislead, during the course of operations, including but not limited to dispatch data, patient report data, financial data, or falsification of any other data required under the Agreement; or
 - iii. Willful or deliberate attempts to intimidate or punish employees who participate in protected concerted activities, or who form or join any professional associations. Notwithstanding anything stated in this Section, the City acknowledges and agrees that

Contractor is within its rights to implement and maintain its non-solicitation policy;

- vi. Willful or deliberate failure of a party to comply with applicable, approved tariff(s), billing, and collection procedures;
 - vii. Willful or deliberate failure to comply with executed Mutual Aid Agreements;
 - viii. Willful or deliberate failure or refusal to timely obtain and maintain the necessary licensing and/or certification required by law to provide services, including but not limited to regarding maintenance of equipment, compliance with approved tariffs, billing requirements and the like;
 - ix. Willful or intentional violation of its obligations under HIPAA and the regulations promulgated thereunder.
 - x. In the case of Contractor, the unsuccessful closing of a Corrective Action Plan created pursuant to Section 7 for the purposes of addressing Non-Compliance, as defined in that provision.
- b. In the event of a Breach by a party, the other party shall have the right to terminate this Agreement in addition to pursuing any other legal or equitable remedy upon 90 (ninety) days written notice.

9.2 Termination for Convenience.

Either Party may terminate this Agreement at any time, for that Party's convenience, without cause upon one hundred eighty (180) calendar days (6 months) advance written notice to the other Party.

- 9.3 The Parties agree that there is a public health and safety obligation to ensure uninterrupted and continuous service delivery even in the event of any Non-Compliance or termination of this Agreement for any reason and the Parties therefore agree to cooperate in good faith to ensure continued service delivery in the event a termination occurs and until a new provider can be secured.

Section 10. Non-Assignment & Sub Contracting

- 10.1 Neither Party, without the express, prior written consent of the other Party, shall assign or delegate this Agreement in whole or in part, assign or delegate specific duties hereunder, transfer any interest or assign any claims for money due or to become due hereunder.
- 10.2 The Parties shall in no event subcontract any portion of the services to be performed under this Agreement without prior written approval of the other Party. This paragraph 10.2 is not applicable to Mutual Aid Agreements.

- 10.3 All of the provisions in this Agreement shall be binding upon and inure to the benefit of the Parties, and each of their respective successors in interest, personal representatives, heirs, or assigns.

Section 11. Insurance.

- 11.1 Contractor shall procure and maintain at its expense for the term of this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the services and on the renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City showing that it has complied with this Section. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico 87103, before a policy is cancelled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all coverages required other than professional liability or workers' compensation, the City shall be named an additional insured. All coverages afforded shall be primary with respect to operations provided. Kinds and amounts of insurance required are as follows:

- A. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000	Per Occurrence
\$1,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 5,000	Medical Payments

Said policy of insurance must include coverage for all operations performed for the City by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement.

- B. An automobile liability policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. Said policy of insurance must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work.
- C. Workers' Compensation Insurance for its employees in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico.

- D. Professional liability (errors and omissions) insurance in an amount not less than \$1,000,000 combined single limit of liability per occurrence with a general aggregate of \$1,000,000.
- E. Medical malpractice insurance in an amount not less than \$1,000,000 combined single limit of liability per occurrence with a general aggregate of \$3,000,000.
- F. If, during the Agreement Term, the City requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.

Section 12. Dispute Resolution; Applicable Law and Venue.

- 12.1 In the event that a dispute arises with respect to any of the provisions contained in this Agreement or any other matter affecting this relationship between the City and Contractor, the Parties agree that, prior to filing any court action, they will utilize the services of a mutually acceptable mediator. In the event the Parties have not agreed upon a mediator within seven (7) business days of written notice to the other regarding the dispute, then the Party demanding mediation may apply to the Bernalillo County District Court for appointment of a mediator. The cost of a mediator will be mutually shared between the Parties.
- 12.2 If the Parties are unable to resolve this matter via mediation, the Parties are free to seek resolution of any disputes by pursuing any and all remedies available to them at law or in equity, including but not limited to the filing of an action in a court of law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque. The Parties expressly agree that the venue for actions arising out of this Agreement is Bernalillo County, New Mexico.

Section 13. Additional Provisions.

- 13.1 No elected or appointed official, employee, servant, agent or law enforcement officer of the Parties shall be held personally liable under this Agreement or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or governmental duty and responsibility.
- 13.2 Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City, unless Contractor has express written authority to do so, and then only within the strict limits of that authority. Contractor agrees to hold harmless the City, its officers, agents and employees against and from any all claims of losses, penalties, demands, judgments, damages, liabilities, lawsuits, arbitrations and proceedings of any nature arising from or out of, or connected

with any negligent actions, errors or omissions in the provision of services by Contractor under this Agreement. The City's liability in all cases shall be subject to the applicable immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 *et seq.*, as amended.

- 13.3 This Agreement shall not be altered, changed or amended except by written instrument signed by both Parties. The specifications and details set forth in the Attachments hereto and any additional operational provisions may be developed, modified and/or implemented from time to time as necessary by means of a written amendment signed by authorized representatives of both Parties.
- 13.4 In the event any portion of the Agreement is determined to be unenforceable or invalid either by a court of law, or through a finding by a regulatory agency having approval over the operations contained herein, or through the results of mediation, the remaining provisions remain enforceable.
- 13.5 This Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which shall be fully binding on and enforceable against the Party signing such counterpart, but all such counterparts shall together constitute but one Agreement.
- 13.6 Authenticated electronic signatures are legally acceptable pursuant to Section 14-16-7 NMSA 1978. The Parties agree that this Agreement may be electronically signed and that the electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.
- 13.7 In performing the services required this Agreement, the Parties shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap, or disability defined in the Americans with Disabilities Act of 1990 (ADA), and now enacted of hereafter amended. The Parties agree to meet all requirements of the Americans with Disabilities Act 1990 (ADA), and all applicable rules and regulations.
- 13.8 Contractor understands and will comply with City's Accountability in Government Ordinance, §2-10-1 *et seq.* and Inspector General Ordinance, §2-17-1 *et seq.* R.O.A. 1994, and also agrees to provide requested information and records and appear as a witness in hearings for City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 8 of the Albuquerque City Charter.
- 13.9 Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If

sufficient appropriations and authorizations are not made by the City Council, this Agreement may be terminated at the end of the City's then current fiscal year upon written notice given by the City to. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the vendor and shall be final.

- 13.10 The Parties acknowledge that City is a government entity and subject to the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq., NMSA 1978). Notwithstanding anything contained herein to the contrary, City shall not be responsible to Contractor for any disclosure of Confidential Information pursuant to the Act or pursuant to the City of Albuquerque's public records act laws, rules, regulations, instructions or other legal requirement.

--This space intentionally left blank – signatures to follow--

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement with an Effective Date of _____, 2021.

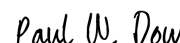
CITY OF ALBUQUERQUE

Approved by:

Sarita Nair, Chief Administrative Officer

Date: _____


Approved by:

DocuSigned by:


Paul Dow, Fire Chief

Date: 4/20/2021 | 11:21 AM MDT

Approved as to Form:

DocuSigned by:


Esteban A. Aguilar Jr., City Attorney

Date: 4/20/2021 | 12:52 PM MDT

PRESBYTERIAN HEALTHCARE SERVICES
d/b/a Albuquerque Ambulance Service

Approved by:

DocuSigned by:


Scott Kasper, Chief

Date: 4/22/2021 | 6:31 AM MDT

Approved by:

DocuSigned by:


Tim Johnsen, PHS Chief Operating Officer

Date: 4/30/2021 | 4:01 PM MDT

ATTACHMENT A
TO THE AGREEMENT BETWEEN ALBUQUERQUE FIRE AND RESCUE
AND ALBUQUERQUE AMBULANCE SERVICE

CONTRACTOR PERFORMANCE STANDARDS

1. **CONTRACTOR RESPONSE TIMES**

The Parties agree that the community has an expectation that emergency medical services will arrive within a reasonable response time.

- a. Contractor's Response Time for requests for emergency medical services pursuant to the Agreement within the incorporated area of the City of Albuquerque shall be dispatched according to Medical Priority Dispatch System categories and shall meet the performance standards set forth below in Table 1 – Contractor Response Time Performance Standards. Contractor's failure to meet the performance standards for response times for three consecutive reporting periods shall constitute a Non-Compliance of contract for this Agreement.

Table 1 – Contractor Response Time Performance Standards

Priority	Response Mode	Call Codes	Time	Required Reliability Metric
Priority 1	Code Three; Lights and Sirens	All Echo level & 2D, 6D, 9D, 10D, 17D, 23D, 26D, 27D, 28C, 31D	10 minutes	90%
Priority 2	Code Three; Lights and Sirens	All Delta and Charlie level calls not included in priority 1 calls	12 minutes	90%
Priority 3	Code One; No Lights and Sirens	Alpha and Bravo level	12 minutes	Average
			28 minutes	99%

2. **RESPONSE TIME: MEASUREMENT.**

The Contractor's Response Times shall be calculated on a monthly basis by Contractor for reporting purposes to determine compliance using percentile and fractile response time measurements, which response time reports will be sent by Contractor to the AFR EMS Battalion Chief by the 10th day of each new month during the Agreement Term. Response Time calculations shall be calculated as follows:

- a. Response Time shall be measured to the hundredth of a minute and rounded to the nearest integer and is the elapsed time between when the Time Call Received requirements are met until the ambulance is On Scene or until the call is cancelled by a public safety agency or the 911 Dispatch Center.
 - b. The Contractor's ambulances shall report on-scene time or staging location time to its dispatch center immediately upon arrival at the scene/staging location.
 - c. In situations where the ambulance has responded to a location other than the incident location (e.g. staging areas for hazardous materials/violent crime incidents, non-secured scenes, or where rugged terrain precludes access), the time of arrival at incident shall be the time the ambulance arrives at the designated staging location or at the nearest public access point to the patient's location.
3. EXEMPTIONS FROM RESPONSE TIME CALCULATIONS
- Upon written notification by the Contractor to the City and mutual agreement of the Parties thereafter, categories of calls may, from time to time, be exempted from the Response Time Calculation in instances of:
- a. Contractor's resources are preemptively taken over or redeployed as part of a declaration of public health emergency at either a State or Federal level by any local, state, or federal authority having authority and jurisdiction;
 - b. Unanticipated loss of a material portion of personnel or equipment caused as a direct result of a declaration of public health emergency or contagious disease.
 - c. Any unforeseen public emergency or crisis that creates physical barriers to Contractor's response and which are beyond Contractor's control or ability to mitigate such as a collapsed road or overpass.
 - d. On a case by case basis as mutually agreed to in writing by the Parties ahead of time, programs designed to improve access to health care, conservation of emergency department resources, provide telehealth access, or otherwise improve service to the residents of the incorporated area of Albuquerque.
4. RESPONSE TIME: LATE RESPONSE; EXCEPTIONS
- a. Contractor may request that a late response be excluded from the calculation of Response Time standards (an "Exception") if that call is related to severe weather, a declared multi-casualty incident ("MCI") or disaster that the City determines has had a material impact on the Contractor's resources, or if there was a delay because information relayed by the PSAP¹ Dispatch Center was substantially incorrect so as to impede or obstruct Contractor's ability to arrive timely at the call.

¹ PSAP

- b. Request for an Exception must be in writing and received by AFR within ten (10) calendar days following the end of the month in which the event occurred. Response Time Exceptions may be granted on a per call basis, following review and investigation by AFR. Calls that are approved as an Exception shall not be included in the calculations for Response Time compliance. Such requests must include all of the following:
 - i. Detailed description of the circumstances causing the response delay;
 - ii. Date and time of the occurrence;
 - iii. Unit number;
 - iv. Originating location of responding unit;
 - v. Reports for the month in which the incident occurred; and
 - vi. All other written documentation Contractor offers in support the request.

ATTACHMENT B
**TO THE AGREEMENT BETWEEN ALBUQUERQUE FIRE AND RESCUE
AND ALBUQUERQUE AMBULANCE SERVICE**

CONTRACTOR OPERATIONAL FRAMEWORK AND SPECIFICATIONS

1. Multi-Casualty Incident/Disaster Response

- a. The Contractor shall cooperate with AFR in rendering emergency assistance during a declared or an undeclared disaster or Multi-Casualty Incident (“MCI”), in accordance with AFR Policies.
- b. The Contractor shall assign a Contractor supervisor to the Operational Area Emergency Operations Center (“EOC”) - Medical Health Branch (when activated) as a liaison to work closely with the Medical Health Operational Area Coordinator (“MHOAC”).
- c. If AFR requests the Contractor to respond to a disaster in a neighboring jurisdiction, Response Times will be suspended. The Contractor shall use its best efforts to maintain primary emergency services and may suspend non-emergency services as required.

2. Incident Notification

- a. To the extent not otherwise prescribed by state or federal law for the use of a particular communications system, Contractor shall at all times have a reliable mechanism in place to communicate current field information to appropriate AFR staff during MCIs, disaster responses, hazardous materials incidents and other unusual occurrences, and Contractor shall ensure that such mechanism is utilized by this provision to timely communicate information.
- b. To the extent not otherwise prescribed by state or federal law for the use of a particular communications system and in the event AFR has a good faith basis to believe that such mechanism is not reliably functioning or that Contractor is not utilizing it as intended, AFR shall have the right to investigate and inspect the mechanism utilized by Contractor pursuant to this provision and any records of Contractor relating to Contractor’s use thereof to confirm Contractor’s compliance.

3. Interagency Training for Exercises/Drills

- a. Contractor shall participate in City-sanctioned exercises disaster drills, and interagency training as agreed upon by the Parties.
- b. All such training shall be at Contractor’s sole cost and expense unless otherwise agreed to between the Parties.
- c. At all times during the Agreement Term, Contractor shall ensure that all Contractor employees performing any obligations hereunder are properly

trained, have the knowledge and skills necessary for such performance, and have secured and at all times maintain all applicable, required licenses.

4. In-City Transport Assistance Requests; Population and Call Volume Density:

- a. Contractor shall request transport assistance from AFR any time AAS is unable to respond to emergencies.
- b. If at any time either Party has data indicating that there has been a material population or call volume density increase, that Party may notify the other Party in writing and within sixty y (60) calendar days, of such notice (or such other time period mutually agreed to by the Parties), the Parties shall meet and determine the impact to the system and develop a plan to mitigate the impact. The Parties further agree to evaluate population growth and call density, at a minimum, every three years and in conjunction with and upon any renewal of this Agreement, and each time such evaluation is conducted, to determine the potential impact to the emergency response system.

5. Extended Operational Periods

During AFR extended working incidents and upon request/notification by the AFR 911 Dispatch Center, the Contractor shall stage available ambulance transport units in areas of the city where the majority of AFR response units are assigned to the working incident.

6. Balloon Fiesta

Upon the request by AFR's Deputy Chief of Operations or designee, Contractor shall stage and commit one transport ambulance unit at Balloon Fiesta Park during all operational periods of the International Balloon Fiesta as provided in the Incident Action Plan (IAP) for that event. Transport ambulance resources shall be used exclusively to support this special event at no charge to the City of Albuquerque or the International Balloon Fiesta Inc.

7. Community EMS

AFR and Contractor shall maintain a high level of transparency and disclosure in all endeavors related to community EMS and advanced practice EMS.

8. Low Acuity 911 Requests

AFR and Contractor will work in collaboration in developing safe and appropriate alternatives to low acuity requests for assistance in order to optimize the effectiveness of the resources within the system.

9. Communications

AFR and Contractor shall maintain the current level of communications interoperability and access to each other's operational radio systems.

ATTACHMENT C
TO THE AGREEMENT BETWEEN ALBUQUERQUE FIRE AND RESCUE
AND ALBUQUERQUE AMBULANCE SERVICE

FEES TO OFFSET COSTS INCURRED BY CITY

A. Computer Aided Dispatch System:

Contractor shall pay City for a proportional use of the City's CAD system maintenance based on the following formula:

1. City's Annual Call Volume routed through the CAD system in the previous twelve (12) months;
2. City's Call Volume routed to AAS for dispatch equals (=) AAS Annual Call Volume, converted to percentage of City's Annual Call Volume
3. AAS percentage (%) of City's Annual Call Volume multiplied (x) by City's Annual Cost for CAD System Maintenance equals (=)

Amount Contractor will pay to City for CAD on an annual basis.

B. Reimbursable Costs and Supplies:

Contractor will, as Reimbursable Costs, reimburse City for supplies utilized by AFR for direct patient care when AFR has arrived on-scene prior to Contractor's arrival and utilized medical supplies that would have otherwise been utilized by Contractor in the care of the patient pursuant to the framework set forth below in Section D of this **Attachment C**.

1. Supplies are the cost of Medical Supplies that AFR incurs on a monthly basis for emergency response calls and are strictly limited to those supplies listed in **Schedule 1 to this Attachment D** to the Agreement and do not include any supply cost incurred by AFR for education training or the disposal of medical waste. Medical supplies will be limited to costs for disposable items used in direct patient care of patients transported by the Contractor. Contractor will not be liable for medical supply costs related to reusable items or from expiration of unused supplies. Any change in the total cost incurred annually that exceeds a 10% increase of the prior year's charges will result in a meeting between AFR and the Contractor to review cost containment strategies. AFR agrees to consider and work in good faith with the Contractor on medical cost containment strategies on an as needed basis. Cost of supplies will be based on the purchase price of the Contractor.
2. Reimbursable supplies do not include any supply cost incurred by AFR for education training or the disposal of medical waste.

3. Medical supplies will be limited to disposable items used in direct patient care of patients transported by the Contractor.
4. Medical supply cost incurred by AFR that are related to reusable items or from expiration of unused supplies are not eligible for reimbursement from Contractor.
5. Any change in the total cost incurred annually that exceeds a 10% increase of the prior year's charges will result in a meeting between AFR and the Contractor to review cost containment strategies.
6. The Contractor and AFR agree to meet on an annual basis to review expenditures for medical supplies. AFR agrees to consider and work in good faith with Contractor on medical cost containment strategies on an as needed basis.

C. Labor Costs:

1. The labor costs that constitute Reimbursable Costs are those associated with providing additional attendants on the Contractor transports where AFR staff is needed to assist the Contractor in patient care, attendant safety, or patient safety enroute to the hospital and shall be based on the previous 12-month period average of one hundred forty (140) AFR attendants per month.
2. At a rate of \$50.00 per rider, then, the Reimbursable Cost is for labor is estimated to be \$7,000.00 per month, or \$84,000.00 annually.

D. Reimbursement Payment Schedule

1. The total amount of Reimbursable Costs that Contractor will be responsible for paying to City in order to offset the costs anticipated to be incurred by City is based on the sum total of the costs associated with the Computer Aided Dispatch (CAD) System, addressed in Section A of this Attachment, together with the total supply related Reimbursable Costs outlined in Section B, and the total labor related Reimbursable Costs discussed in Section C. The total amount anticipated to be incurred by the City for these three cost categories is estimated to be 41,024.41 monthly, or FOUR HUNDRED NINETY TWO THOUSAND, TWO HUNDRED NINETY TWO AND 92/100 DOLLARS (\$492,292.92) annually for the Initial Term of the Agreement to be paid on a quarterly basis pursuant to this section. The Parties agree to meet at least annually and no later than March 1st (unless otherwise mutually agreed) of each year of the Term to exchange data and information relevant to the Reimbursement Payment Schedule for purposes of reconciling such data and determining if any credits or adjustments are necessary, based on the previous twelve (12) months experience with respect to CAD, Reimbursable Costs, and Supplies and Labor, and such credits or adjustments shall be made with respect to the next twelve (12) months, only as mutually agreed upon by the Parties after reconciliation of the data and information relevant to the Reimbursement Payment Schedule.

Contractor agrees to make quarterly payments to the City in the amount of ONE HUNDRED THIRTY TWO THOUSAND, SEVENTY THREE AND 23/100 DOLLARS (\$132,073.23), with each quarterly payment being due October 1st, January 1st, April 1st, and July 1st in each calendar year for the duration of the Agreement. In the event that the first quarterly payment due date is due less than ninety (90) days following the Effective Date of this Agreement, the amount due shall be prorated accordingly. Interest on late quarterly payments shall accrue from the date the payment becomes due at the rate of one point five percent (1.5%) a month or any fraction of a month. Contractor shall also pay a late processing fee of \$50.00 for any delinquent payment.

ATTACHMENT D
**TO THE AGREEMENT BETWEEN ALBUQUERQUE FIRE AND RESCUE
AND ALBUQUERQUE AMBULANCE SERVICE**

MEDICAL SUPPLIES
APPLICABLE TO THE AGREEMENT

ATTACHMENT D

AFR EMS Supply and Medication list
Product name
4X4 Dressing
Normal saline 1000cc
20cc syringe
5cc syringe
Scalpel #10
Band-aids
1" tape
2" tape
Disposable razors
Aspirin
Peroxide
Alcohol prep pads
Diazepam
Epi 1:10,000
Atropine
Dextrose
Lidocaine
Sodium Bicarbonate
Epi 1:1,000
Albuterol
Epi 1:1,000 30mL vial
ET introducer PED
Dopamine
Calcium Chloride
Glucose strips
KY Gel
Ipratropium
1200cc suction canister
Midazolam

Morphine
Naloxone
Ondasetron Inj SCV
5X9 Dressing
8X10 Dressing
Ondasetron OD tabs
Oxivier TB disinfectant wipes
Dexamethasone
Normal Saline 100cc
IO needle 15g
Nebulizer In line SVN kit
Normal saline 250cc
N95 mask, small
Vaseline gauze
Patient restraints plastic buckle
I.V arm board
ET tube holder,Adult
Saline flush 10cc
Magnesium sulfate
Berman 43mm
Berman 60mm
Berman 80mm
Berman 90mm
Berman 100mm
Berman 110mm
Nitro bottle
O.B kit
50cc syringe
21GA needle only
Quick-combo pad PED
CO2 Neonate ETT

ATTACHMENT D

Adult C02 oral/nasal set
Diphenhydramine
Mucosal Atomization
Triangular bandage
PED oxygen mask
White sheet disposable
N95 with fluid shield
Wire ladder splint
Dual injection site, extension set
Hot packs
SAM splint
BVM, infant
Mega mover
Burn sheets
BVM, adult
Adult, 02 mask
ETtube 6.0
ETtube 5.5
ETtube 6.5
ETtube7.0
ETtube7.5
ET tube 8.0
ETtube 8.5
Suction catheter 6FR
Suction catheter 10FR
Suction catheter 14FR
Suction catheter 16FR
LMA#3
Suction tip
Suction tubing
LMA#1

LMA#2
LMA#4
LMA#5
Veni- gard
BVM, child
Decompression needle
Combat tourniquet
Nasal cannula, adult
60 drop I.V tubing
Vomit bags
Nebulizer hand held
Water for irrigation, 1000cc
Filter straw
Neo- synephrine
Glucose Gel
BAM
Thermometer probe cover
Blue absorbent pads
10 drop I.V tubing
3cc syringe
Trauma dressing 12X30
Adenosine
Tourniquet, latex free
Iodine prep pads
Kerlix gauze
NPA 24FR
NPA 26FR
NPA 28FR
NPA 30FR
NPA 32FR
NPA 34FR

ATTACHMENT D

NPA 36FR
ETC02 detector, PED
Head immobilizer
Quick combo, adult
Foam electrode EKG
Glucose meter
Sharps shuttle
EKG paper
Plastic basin
EZ IO needle 25mm
EZ IO needle 45mm
Cold pack
1cc syringe with needle
18GA needle only
10cc syringe
EZ IO stabilizers
ET tube introducer, adult
Biohazard bags
Extrication collar, adult
Extrication collar, child
Safety lancets
IV cath 14GA
IV cath 16GA
IV cath 18GA
IV cath 20GA
IV cath 22GA
IV cath 24GA