

CONTRACT CONTROL FORM

Contact: Amanda L. Vigil
Phone: 768-3427

Req. Num.:
Acct. Num.:
Act. Num.:

CCN: 201600409

PRELIMINARY

Type of Agreement: Intergovernmental

For Grants Only:
Indirect Costs for General Fund
Services

Description: Ambulance Service Contract between Albuquerque Ambulance
Service and the City of Albuquerque .

% _____

Dept/Div: FIRE/

\$ _____

Vendor: Albuquerque Ambulance Service
Contract Amount: \$0.00 Payable
Contract Total:

Contract Term: 04/01/2016 to: 03/31/2018
FY Aggregate: \$0.00

Date Submitted: 11/24/2015

PROCUREMENT:

WAIVERS REQUIRED:

RFP: No

Waiver Letter Attached: _____ Approved: _____

Ins:

Waiver Letter Attached: _____ Approved: _____

DRAFT CONTRACT:

Recd by Legal: _____ Rejected/Returned to Dept: _____ / _____

Returned to Legal: _____ / _____ Approved: _____ Initials: _____

INSURANCE AND BONDS REQUIRED:

Bonds Required: NONE

Attached: _____

Insurance Required: Worker's Compensation; Commercial General Liability; Attached: _____

Automobile Liability;

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:	Date Delivered	Returned to Dept.	Approved by (Electronic Signature)	Approval Date (Electronic)	Approved by (Written Initials)	Approval Date (Written)
Purchasing:						
Asst. City Attorney:						
CIP:						
City Attorney:						
CAO:						
Department:						
Budget:						
Others:						

Council: EC/Bill:

Date:

DISTRIBUTION:

Date:

By:

Vendor:

User Dept:

Purchasing:

City Clerk:

Other:

AMBULANCE SERVICES CONTRACT

This Ambulance Services Contract ("Contract") is entered into by and between Bernalillo County Health Care Corporation., d/b/a Albuquerque Ambulance Service, the contracted ambulance service ("Contractor") and the City of Albuquerque ("City"), on behalf of the Albuquerque Fire Department ("AFD"), collectively referred to herein as the "Parties," or individually as a "Party." This Contract shall be deemed effective as of the date of approval by the Parties, the effective date being defined below.

RECITALS

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

WHEREAS the City is responsible for activating AFD units to respond to the scene of a call for emergency medical response and requesting that the Contractor dispatch units to provide emergency medical transportation when necessary; and

WHEREAS the Contractor must hold a Certificate from the New Mexico Public Regulation Commission, authorizing the Contractor to provide ambulance service throughout the State; and

WHEREAS the City of Albuquerque is pursuing an Ambulance Certificate to provide emergency medical transports services within the City of Albuquerque and Bernalillo County as indicated in the ambulance services contract; and

WHEREAS the Contractor and the City are in Contract that the City's goals for the emergency response system can best be met by a cooperative approach which continues the Contractor's primary responsibility for responding to 911 emergency calls for ambulance service and reduces the instances in which AFD must transport individuals to local hospitals;

NOW THEREFORE, the Parties agree as follows.

November 18, 2015

DEFINITIONS

The following definitions are applicable to this Contract:

Contractor Corrective Action Plan: A written plan submitted by the Contractor and approved by the City to address a failure by the Contractor to maintain consistent compliance with the performance standards set forth in Section A for three consecutive reporting periods or six reporting periods in a nine month period.

CAD: Computer Aided Dispatch.

Delayed Response: Delta and Echo (Priority 1) calls where the contracted ambulance service arrives on scene after 10:00 minutes from initial 911 dispatch, Charlie (Priority 2) calls where the contracted ambulance service arrives on scene after 12:00 minutes from initial 911 dispatch, and Alpha and Bravo (Priority 3) calls where the contracted ambulance service arrives on scene after 14 minutes from initial 911 dispatch

Effective Date: Thirty days following approval by the Contractor and Albuquerque City Council, whichever is later.

EMS Ordinance: Ordinance 25-1999 of the City's ordinances promulgated by the City Council regarding delivery of Emergency Medical Services and establishing a hierarchy of accountability in pre-hospital response, including any revisions thereto.

Inter-Agency Operations Committee ("IAOC"): A committee composed of members of both AFD 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 AFD Deputy Chief of EMS 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.

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 promulgated by the Medical Control Board, and which the Parties agree will control the delivery of care in an emergency medical response.

Non-Compliance: Failure to maintain compliance with the performance standards set out below in Section A for the duration of a reporting period.

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 is "on scene" if, upon arrival, the emergency medical technicians are unable to immediately initiate medical care due to security

issues at the scene or other directives from law enforcement or Incident Commander.

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.

SOP/SOG: Standard operating procedure/guideline

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

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

CONTRACT PROVISIONS

Recitals and definitions: The aforementioned recitals and definitions are fully adopted herein and are considered to have the same effect as the Contract Provisions.

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 for the City of Albuquerque.
2. Parties agree that the City of Albuquerque EMS Ordinance (Council Bill 0-62, 1999, 9-4-4-1) is the guiding document as it 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.
3. The Parties agree that the most current version of the Albuquerque Bernalillo County Emergency Medical Services System Protocols and Guidelines ("Protocols") 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 contract and the provisions of the Protocols, the City of Albuquerque EMS Ordinance will take precedence and provide guidance.
4. The Contractor shall assure that an ambulance unit is on the scene of all dispatched calls for emergency medical service response in accordance with the time requirements identified in Section A – Contractor Performance Standards and measured according to the standards also set forth in Section A. Response time shall be measured from Time Call Received until time On Scene.
5. The response times as described in Section A, must be met by the Contractor with 90% or better reliability on a consistent basis.

November 18, 2015

6. Should the Contractor fail to maintain 90% or better compliance per priority level as calculated in accordance with the standards set forth in Section A for three consecutive reporting periods or six reporting periods in a nine month period, AFD will make a formal request, in writing, to the Contractor's designee for a meeting to provide an explanation and potential solutions. The meeting shall be commenced within seven (7) business days of the written request. Should this formal meeting and Contract fail to result in adequate resolution of the matter, the City may, upon written notice, require a formal Corrective Action Plan.
7. The Corrective Action Plan shall be submitted by the Contractor at or before the conclusion of the next Reporting Period. The Parties will attempt, in good faith, to negotiate a resolution of any disputed provisions of the proposed corrective action plan prior to resorting to the dispute resolution provisions of paragraph 14 below. The Corrective Action Plan may incorporate time to fully implement the agreed upon remedial measures. Approval of the performance improvement plan shall be confirmed in writing by AFD to the Contractor. Once a Corrective Action Plan is submitted by the Contractor and approved by the City, the Contractor shall be subject to the following schedule of graduated penalties. Failure to meet any or all priority type(s) (Priority 1, Priority 2, or Priority 3) in any given month shall be considered one occurrence.

\$1,000 for the first occurrence of non-compliance within the subsequent twelve-month period commencing on the date of AFD's written notice of approval of the Corrective Action Plan;

\$5,000 for the second occurrence of non-compliance within the subsequent twelve-month period commencing on the date of the written notice of approval of the Corrective Action Plan;

\$10,000 for the third occurrence of non-compliance within the subsequent twelve-month period commencing on the date of the written notice of approval of the Corrective Action Plan;

\$15,000 for the fourth occurrence of non-compliance within the subsequent twelve-month period commencing on the date of the written notice of approval of the Corrective Action Plan; and

\$20,000 for the fifth and following occurrences of non-compliance within the subsequent twelve-month period commencing on the date of the written notice of approval of the Corrective Action Plan.

8. The Parties agree that the IAOC will meet monthly. At each such meeting, the Contractor will report monthly performance standards as listed in Section A.1.b. Interagency operations such as scene times and other clinical performance measures as defined in the ABC protocols will be discussed. The IAOC will address data discrepancies, quality assurance or operational issues identified by the Contractor or AFD. 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.
9. The Contractor will pay the City for various costs incurred by the City related to Emergency Medical Service. Such costs include:
 - a. Utilization of the City's CAD, based on Contractor's percentage of CAD calls, as identified in Attachment C to this Contract;
 - b. All AFD medical Supplies used on 911 calls which AAS is also dispatched to, as identified in Attachment C to this Contract;
 - c. Additional attendants on Contractor transports where AFD 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 Contract.

All reimbursable costs are calculated according to the methodology utilized in Attachment C to this Contract.

10. At any time upon reasonable notice, a representative of AFD's choice shall have access to the Contractor Board of Directors and may request time on the Contractor Board of Directors agenda to discuss or bring to the Board's attention any matters which AFD deems necessary or prudent.
11. The parties will develop a coordinated training plan for the employees of AFD and the Contractor. The training plan will be jointly developed by the trainers employed by AFD and the Contractor, will include training on AFD's SOGs on dispatch protocols, on-scene protocols, mass disaster response protocols, and will be implemented annually.
12. AFD and the Contractor shall provide timely disclosure to the other of any applications that either party makes before the State of New Mexico Public Regulation Commission regarding ambulances services provided within Bernalillo County that affects the Albuquerque EMS System.
13. The Parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("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. The 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 sub-part shall survive the expiration or termination of this Contract 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 Contract, they shall comply.

14. In the event that a dispute arises with respect to any of the provisions contained in this Contract or any other matter affecting this relationship between the City and the 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.
15. The period of this performance Contract shall commence on the first day of the month following approval by the City Council and continue for a 24 month period unless altered by a subsequent Contract or terminated pursuant to the termination provisions. Based on satisfactory performance, the Contract may be renewed at the City's option for up to 2 additional periods of 12 months each, unless written notice of termination is provided in accordance with provisions of Paragraph 24 below.
16. The Parties shall not assign nor delegate specific duties as part of this Contract nor transfer any interest nor assign any claims for money due or to become due under this Contract, without the written consent of the other Party.
17. The Parties shall not subcontract any portion of the services to be performed under this Contract without prior written approval of the other Party. This section is not applicable to Mutual Aid Contracts.
18. All of the provisions in this Contract shall be binding upon and inure to the benefit of all Parties, their successors in interest, personal representatives, heirs, or assigns.
19. No elected or appointed official, employee, servant, agent or law enforcement officer of the Parties shall be held personally liable under this Contract 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.

20. The Contractor agrees to release the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract.
21. The City will provide any report they produce on Level Zero Status to the Contractor on a monthly basis.
22. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority. The Contractor agrees to hold harmless the City, its officers, agents and employees as defined in the New Mexico Tort Claims Act 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 acts, errors or omissions in the provision of services by the Contractor under this Contract.
23. This Contract shall not be altered, changed or amended except by written instrument signed by both Parties. The terms and conditions of Sections A, B, C, and D 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 both the AFD Fire Chief and the Contractor's designee.
24. Material Breach: Willful failure of the Parties to provide services under this Contract in substantial compliance with the requirements of the applicable Federal, State and City of Albuquerque laws, rules, and regulations shall constitute a material breach. Minor infractions of such requirements shall not constitute a material breach unless such infractions are willful and repeated. Acts or omissions that shall constitute a material breach by the Parties include but are not limited to the following:

Willful 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 Contract; willful failure to maintain equipment in accordance with the requirements of this Contract; willful attempts to intimidate or punish employees who participate in protected concerted activities, or who form or join any professional associations; chronic and persistent failure to require employees to conduct themselves in a professional and courteous manner, and to present a professional appearance; willful failure of the Parties to comply with approved rate setting, billing and collection procedures; willful failure to comply with executed Mutual Aid Contracts; failure to timely obtain and maintain the necessary licensing and/or certification required by law to provide services.
25. Remedies: The Parties shall have the right to terminate this Contract in addition to any other legal remedy in the event of a Material Breach that is not cured within forty-five (45) calendar days unless additional time is granted. The Parties' remedies for any Material Breach are non-cumulative and are in addition to any other remedy

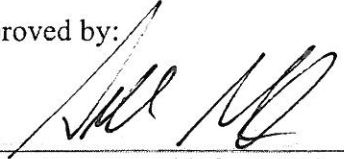
available. If one of the Parties determines any breach has occurred, a corrective action plan shall be submitted to the other Party. Either Party may terminate this Contract for Material Breach upon ninety (90) days written notice, provided that they have attempted in good faith to confer and resolve the matter under the breach provision contained in this Contract. Failure to submit and implement any requested corrective action plan may be considered a Material Breach.

26. Either Party may terminate this Contract at any time without cause upon 180 calendar days (6 months) advance written notice to the other Party. Prior to giving such notice, the terminating party shall notify the other Party of its intention to terminate and shall allow the other Party the opportunity to meet and confer with the terminating party concerning such notice of termination.
27. The parties agree that there is a public health and safety obligation to ensure uninterrupted and continuous service delivery for the benefit of public welfare and to provide for sick or injured citizens of the City.
28. The parties agree that there is a public health and safety obligation to ensure uninterrupted and continuous service delivery to continue even in the event of a material breach.
29. In the event any portion of the Contract 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.
30. This Contract 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 Contract.

IN WITNESS WHEREOF, the City and the Contractor have executed this Contract with an Effective Date of April 1, 2016.

CITY OF ALBUQUERQUE

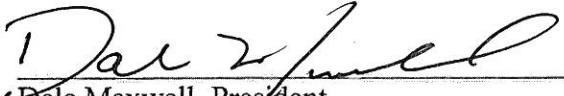
Approved by:


Robert J. Perry, Chief Administrative Officer

Date: 12/22/15

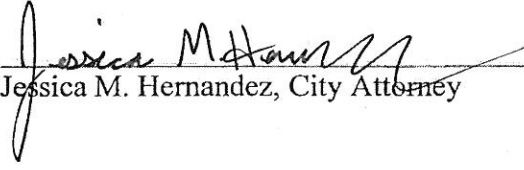
BERNALILLO COUNTY HEALTH CARE CORPORATION
d/b/a Albuquerque Ambulance Service

Approved by:


Dale Maxwell, President

Date: 11-24-2015

Approved as to Form:


Jessica M. Hernandez, City Attorney

Date: 12/09/15

NHB 12/8/15

ATTACHMENT A – 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.

The Contractor's response time for requests for emergency medical services shall be dispatched according to Medical Priority Dispatch System categories and shall meet the following performance standards:

- a. The Contractor's Response Times shall be calculated on a monthly basis for reporting purposes to determine compliance using Percentile and Fractile Response Time measurements and will be sent to the AFD EMS Commander by the 10th day of the new month.
- b. The Contractor's Response Time for services in the incorporated area of the City of Albuquerque shall meet the following requirements:
 - For all Delta and Echo call types, the response time standard is 90% reliability at 10:00 minutes or less. These are Priority 1 responses responding lights and sirens
 - For all Charlie call types, the response time standard is 90% reliability at 12:00 minutes or less. These are Priority 2 responses with lights and sirens
 - For all Alpha and Bravo call types, the response time standard is 90% reliability at 14:00 minutes or less. These are Priority 3 responses without lights and sirens.

2. Response Time Measurement

- a. Response Time shall be measured in minutes and integer (whole) 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 PSAP 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. If an Ambulance is reassigned enroute or turned around prior to Arrival at Incident Location (e.g., to respond to a higher priority request), compliance shall be calculated based on the Response Time Standard applicable to the assigned priority of the initial response. The Response Time clock shall not stop until the arrival of an emergency ambulance on the scene from which the ambulance was diverted.
- d. 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), Arrival at Incident shall be the time the Ambulance arrives at the designated staging location or the nearest public access point to the patient's location.

3. Response Time Late Response Exemptions ("Exemption")

- a. The Contractor may request that a late response be excluded from the calculation of Response Time standards ("an Exemption"), 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 PSAP Dispatch Center was substantially incorrect so as to prohibit timely arrival at the call.
- b. Request for an Exemption must be in writing, and received by AFD within ten (10) calendar days following the end of the month in which the event occurred. Response Time Exemptions may be granted on a per call basis, following review and investigation by AFD. Calls that are approved as an Exemption shall not be included in the calculations for Response Time compliance. Such requests must include all of the following:
 - Detailed description of the circumstances causing the response delay
 - Date and time of the occurrence
 - Unit number
 - Originating location of responding unit
 - The request must include performance reports for the month in which the incident occurred and written documentation supporting the request

ATTACHMENT B – OPERATIONAL CONTRACTS

1. Multi-Casualty Incident/Disaster Response

- a. The Contractor shall cooperate with AFD in rendering emergency assistance during a declared or an undeclared disaster or Multi-Casualty Incident ("MCI"), in accordance with AFD Policies.
- b. The Contractor shall assign an Agency 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 AFD 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.
- d. Incident Notification - the Contractor shall have a mechanism in place to communicate current field information to appropriate AFD staff during MCIs, disaster responses, hazardous materials incidents and other unusual occurrences.
- e. Interagency Training for Exercises/Drills - the Contractor shall participate in City-sanctioned exercises, disaster drills, and interagency training.
- f. State or Federal Mutual-Aid requests - the Contractor shall respond to requests for Mutual-Aid made by State or Federal agencies, if directed to do so by AFD.
- g. In-City Transport Assistance requests:
 - The Contractor shall request transport assistance from AFD any time AAS is unable to respond to emergencies.
 - If a material population or call volume density increase has occurred, the Parties agree to 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 of every three years, in conjunction with and upon renewal of this Contract, and determine the potential impact to the emergency response system.

2. Extended Operational Periods

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

3. Balloon Fiesta

Upon the request by AFD's Deputy Chief of Operations or designee, the 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). 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.

4. Community EMS

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

5. Low Acuity 911 Requests

AFD and the 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.

6. Communications

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

ATTACHMENT C
FEES TO OFFSET COSTS INCURRED BY CITY

Computer Aided Dispatch System:

City's Annual Maintenance Cost for CAD system multiplied by the Percentage of Use by the Contractor = Fee for Utilization of City CAD system. The cost is estimated at \$3113.08 per month or \$37,357 per year.

Supplies:

1. Supplies are the costs of Medical Supplies that AFD incurs on a monthly basis for emergency response calls and are strictly limited to those supplies listed in Schedule 1 to this Attachment and do not include any supply costs incurred by AFD for educational training or the disposal of medical waste. 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 AFD and Contractor to review cost containment strategies. AFD agrees to consider and work in good faith with Contractor on medical cost containment strategies on an as needed basis.
2. The City's cost of medical supplies based on the expenses for the previous fiscal year was \$30,911.33 per month or \$370,936.01 per year.

Labor Costs:

1. The labor costs associated with providing additional attendants on the Contractor transports where AFD staff is needed to assist the Contractor in patient care, attendant safety, or patient safety enroute to the hospital shall be based on the previous 12 month period average of 200 AFD attendants per month. At a rate of \$50.00 per rider, the cost is estimated to be \$10,000 per month or \$120,000 annually.
2. The total fee the Contractor will pay to offset costs incurred by the City is based on the sum of the costs associated with the Computer Aided Dispatch System, Supplies and Labor Costs described more fully above and is estimated to be \$44,024.41 monthly or \$528,292.92 annually.
3. The Contractor will make quarterly payments of \$132,073.23. The first quarterly payment is due July 1, 2016, which is ninety (90) calendar days following the Effective Date of this Contract as indicated on Page 13. Subsequent payments will be due October 1st, January 1st, April 1st and July 1st in each calendar year for the duration of the Contract.

ATTACHMENT D – AFD EMS TRANSPORTS

1. Via radio, the Contractor will announce a Level Zero status if it exists at the time of dispatch. When the Contractor indicates it is in Level Zero status, AFD has the discretion to determine if EMS transport will be initiated by AFD resources. If following dispatch the Contractor's unit becomes available but the estimated response time exceeds the response time standard (delayed response) listed in Section A, AFD has the discretion to determine if EMS transport will be initiated by AFD resources.
2. Any time an on scene AFD paramedic determines an individual with critical or life threatening illness or injury requires immediate medical attention, AFD has the discretion to determine if EMS transport will be initiated by AFD resources.
3. Any time an on duty City employee suffers from illness or injury, AFD has the discretion to determine if EMS transport will be initiated by AFD resources.

Schedule I

November 18, 2015

AFD EMS Supply and Medication List		
Product name		Price/Each
D cylinder refill	(Matheson Tri gas)	\$ 2.80
4X4 Dressing		\$ 4.95
Normal saline 1000cc		\$ 1.29
20cc syringe		\$ 0.51
5cc syringe		\$ 0.08
Scalpel #10		\$ 0.50
Band-aids		\$ 1.49
1" tape		\$ 8.90
2" tape		\$ 8.90
Disposable razors		\$ 0.35
Aspirin		\$ 0.79
Peroxide		\$ 0.69
AED battery		\$ 186.00
Shoe covers		\$ 0.40
Alcohol prep pads		\$ 1.25
Diazepam		\$ 17.00
Epi 1:10,000		\$ 5.60
Atropine		\$ 3.95
Dextrose		\$ 5.95
Lidocaine		\$ 3.95
Sodium Bicarbonate		\$ 6.45
Epi 1:1,000		\$ 2.54
Blue Thomas bag for intubation		\$ 67.50
Blue insert bag		\$ 21.50
Black insert bag		\$ 18.35
Blue BLS bag		\$ 187.50
Orange I.V bag		\$ 18.35
Red insert bag		\$ 18.35
Albuteral		\$ 4.95
Thomas orange ALS bag		\$ 222.25
Epi 1:1,000 30ml vial		\$ 7.40
Pelican Drug case		\$ 21.00
ET introducer PED		\$ 4.95
Dopamine		\$ 1.18
Calcium Chloride		\$ 9.80
AED pads (Phillips)		\$ 30.95
Glucose strips		\$ 13.75
KY Gel		\$ 0.06
Ipratropium		\$ 3.55

1200cc suction canister		\$ 3.39
Coverall shield full face		\$ 1.00
Midazolam		\$ 2.45
Morphine		\$ 2.99
Naloxone		\$ 37.50
Cyanide Antidote (Cyanokit)		\$ 825.35
Ondasetron Inj SCV		\$ 5.05
5X9 Dressing		\$ 3.25
8X10 Dressing		\$ 3.80
Ondasetron OD tabs		\$ 5.35
Oxivier TB disinfectant wipes		\$ 16.64
Dexamethasone		\$ 37.50
Normal Saline 100cc		\$ 1.49
I.O needle 15g		\$ 9.99
Nebulizer In line SVN kit		\$ 4.75
Normal saline 250cc		\$ 1.19
Carpujet holder		\$ 0.25
N95 mask, small		\$ 1.00
ETCO2 detector, easy cap, adult		\$ 9.95
Vaseline gauze		\$ 0.79
Patient restraints plastic buckle		\$ 3.95
I.V arm board		\$ 1.29
ET tube holder, Adult		\$ 2.89
Velcro restraint, wrist		\$ 10.04
Saline flush	10cc	\$ 0.36
Magnesium sulfate		\$ 1.34
Berman 43mm		\$ 0.24
Berman 60mm		\$ 0.24
Berman 80mm		\$ 0.24
Berman 90mm		\$ 0.24
Berman 100mm		\$ 0.24
Berman 110mm		\$ 0.24
Thomas case for drugs (yellow)		\$ 61.30
Nitro bottle		\$ 22.50
O.B kit		\$ 5.25
50cc syringe		\$ 0.48
21GA needle only		\$ 0.05
Quick-combo pad PED		\$ 32.25
CO2 Neonate ETT		\$ 18.45
Adult CO2 oral/nasal set		\$ 11.00
Diphenhydramine		\$ 31.25

N95 mask, medium		\$ 1.00
Ring cutter		\$ 3.99
KED		\$ 89.50
Mucosal Atomization		\$ 3.52
Triangular bandage		\$ 0.25
Cot sheet		\$ 0.86
PED oxygen mask		\$ 1.39
Pressure bag infuser		\$ 12.05
Meconium aspirator		\$ 4.35
Disposable pillow		\$ 1.15
White sheet disposable		\$ 3.75
N95 with fluid shield		\$ 23.50
Wire ladder splint		\$ 4.99
Ankle restraints		\$ 17.94
EMT shears		\$ 1.09
Dual injection site, extension set		\$ 1.54
Hot packs		\$ 0.37
Oxygen regulator		\$ 69.50
Magil forceps	(child)	\$ 3.95
Magil forceps (adult)		\$ 3.95
Laryngoscope handle		\$ 9.99
Stethoscope		\$ 6.95
BP cuff (adult)		\$ 6.39
BP cuff (child)		\$ 6.95
SAM splint		\$ 6.95
BVM, infant		\$ 12.95
Mega mover		\$ 17.95
Burn sheets		\$ 2.25
BVM, adult		\$ 9.95
Finger tip pulse oximeter		\$ 79.50
Broslow tape		\$ 38.00
Adult, O2 mask		\$ 0.95
ET tube 6.0		\$ 0.99
ET tube 5.5		\$ 0.99
ET tube 6.5		\$ 0.99
ET tube 7.0		\$ 0.99
ET tube 7.5		\$ 0.99
ET tube 8.0		\$ 0.99
ET tube 8.5		\$ 0.99
Laryngoscope blade mac # 1		\$ 9.65
Laryngoscope blade mac # 2		\$ 9.69

Laryngoscope blade mac # 3		\$ 9.69
Laryngoscope blade mac # 4		\$ 9.99
Laryngoscope blade miller # 1		\$ 9.69
Laryngoscope blade miller # 2		\$ 9.99
Laryngoscope blade miller # 3		\$ 9.99
Laryngoscpe blade miller # 4		\$ 9.99
Suction catheter 6FR		\$ 0.25
Suction catheter 10FR		\$ 0.25
Suction catheter 14FR		\$ 0.25
Suction catheter 16FR		\$ 0.25
LMA #3		\$ 27.75
Suction tip		\$ 0.69
Suction tubing		\$ 0.89
LMA #1		\$ 29.95
LMA #2		\$ 29.95
LMA #4		\$ 27.75
LMA #5		\$ 27.75
Thomas Airway bag		\$ 169.50
Veni- gard		\$ 26.50
BVM, child		\$ 12.95
Decompression needle		\$ 13.75
Combat tourniquet		\$ 29.95
Nasal cannula, adult		\$ 0.31
60 drop I.V tubing		\$ 1.75
SAM pelvic sling		\$ 79.00
Vomit bags		\$ 2.42
Nebulizer hand held		\$ 0.95
Water for irrigation 1000cc		\$ 1.39
Filter straw		\$ 0.59
Neo- synephrine		\$ 4.75
Suction batteries		\$ 37.80
Supreno Gloves	small	\$ 5.97
Supreno Gloves	medium	\$ 5.97
Supreno Gloves	Large	\$ 5.97
Supreno Gloves	XL	\$ 5.97
Supreno Gloves	XXL	\$ 5.97
Glucose Gel		\$ 4.00
Sharps container 1 quart		\$ 1.95
BAM		\$ 8.85
Thermometer probe cover		\$ 13.75
Blue absorbent pads		\$ 2.55

N95 mask, Large		\$ 1.00
10 drop I.V tubing		\$ 1.55
Thermometer		\$ 46.55
3cc syringe		\$ 0.50
Trauma dressing 12X30		\$ 0.92
Adenosine		\$ 5.66
Tourniquet, latex free		\$ 6.99
Iodine prep pads		\$ 2.75
Kerlix gauze		\$ 0.89
Adult hare traction splint		\$ 179.50
NPA 24FR		\$ 1.79
NPA 26FR		\$ 1.79
NPA 28FR		\$ 1.79
NPA 30FR		\$ 1.79
NPA 32FR		\$ 1.79
NPA 34FR		\$ 1.79
NPA 36FR		\$ 1.79
ETCO2 detector, PED		\$ 9.95
Head immobilizer		\$ 4.95
Quick combo, adult		\$ 32.25
Foam electrode EKG		\$ 4.68
Glucose meter		\$ 0.05
Sharps shuttle		\$ 1.69
EKG paper		\$ 14.50
Sharps container 2 gallon		\$ 3.35
Plastic basin		\$ 3.65
EZ IO needle	25mm	\$ 550.00
EZ IO needle	45mm	\$ 550.00
Cold pack		\$ 0.30
1cc syringe with needle		\$ 0.08
18GA needle only		\$ 0.05
10cc syringe		\$ 0.09
Pen light		\$ 3.85
EZ IO stabilizers		\$ 50.00
ET tube introducer, adult		\$ 4.99
Isolation gown		\$ 0.69
Bio hazard bags		\$ 0.36
Extrication collar, adult		\$ 5.45
Extrication collar, child		\$ 5.45
Safety lancets		\$ 44.50
I.V cath 14GA		\$ 2.09

I.V cath 16GA		\$ 2.09
I.V cath 18GA		\$ 2.09
I.V cath 20GA		\$ 2.09
I.V cath 22GA		\$ 2.09
I.V cath 24GA		\$ 2.09

CAD - 37,357 per year

30,911.33 per month for supplies

10,000 per month ride

37,357 - CAD maintenance

370,936.01 - supplies

120,000 - ride along

528,292.92

4 qtrly payments 132,073.23

30 days after city council approves

DATE: December 30, 2015

LEGISLATION REQUIRING MAYOR/CAO SIGNATURE

Originating Department/Division Fire

Departments affected by this Legislation Fire

Contact for Content Amanda Vigil

Phone 505-768-9304

Contact for Routing Amanda Vigil

Phone 505-768-9304

Legislation Type (circle one)

Resolution

Ordinance

EC

Legislation Title (as per subject line from cover memo):

AMBULANCE SERVICES CONTRACT

Special Instructions _____

If requiring immediate action, please state reason _____

For Resolutions & Ordinances: Fiscal Impact Analysis XX & Disk

For ALL Legislation: Cover Analysis XX

For Legislation with large attachments:

Duplicating & Supply Requisition with Activity No. and authorized signature _____

Please insure that the following departments/individuals have signed legislation before it reaches the Mayor's office for signature:

Originating department(s) director(s)

Budget Officer (if needed)

City Attorney's Office

For further information, contact Gilbert Montano at 768-3000 or gamontano@cabq.gov

CONTRACT CONTROL FORM

Contact: Amanda L. Vigil
Phone: 768-3427

Req. Num.:
Acct. Num.:
Act. Num.:

CCN: 201600409

PRELIMINARY

For Grants Only:
Indirect Costs for General Fund
Services

% _____

\$ _____

Type of Agreement: Intergovernmental

Description: Ambulance Service Contract between Albuquerque Ambulance Service and the City of Albuquerque.

Dept/Div: FIRE/

Vendor: Albuquerque Ambulance Service

Contract Amount: \$0.00 Payable

Contract Total:

Contract Term: 04/01/2016

to: 03/31/2017

FY Aggregate: \$0.00

Date Submitted: 11/24/2015

PROCUREMENT:

WAIVERS REQUIRED:

RFP: No

Ins:

Waiver Letter Attached: _____

Approved: _____

Waiver Letter Attached: _____

Approved: _____

DRAFT CONTRACT:

Recd by Legal: _____ Rejected/Returned to Dept: _____/_____

Returned to Legal: _____/_____ Approved: _____ Initials: _____

INSURANCE AND BONDS REQUIRED:

Bonds Required: NONE

Attached: _____

Insurance Required: Worker's Compensation; Commercial General Liability; Attached: _____

Automobile Liability;

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:	Date Delivered	Returned to Dept.	Approved by (Electronic Signature)	Approval Date (Electronic)	Approved by (Written Initials)	Approval Date (Written)
Purchasing:					N/H B	12/8/15
Asst. City Attorney:	12					
CIP:					Jmt	12/09/15
City Attorney:						
CAO:					DWD	11-24-15
Department:						
Budget:						
Others:						

Council: EC/Bill:

Date:

DISTRIBUTION:

Date:

By:

Vendor: _____

User Dept: _____

Purchasing: _____

City Clerk: _____

Other: _____



Mayor Richard J. Berry

CITY OF ALBUQUERQUE

Albuquerque, New Mexico

Office of the Mayor

INTER-OFFICE MEMORANDUM

December 30, 2015

TO: Dan Lewis, President, City Council

FROM: Richard J. Berry, Mayor

SUBJECT: Executive Communication- Agreement for Ambulance Services Contract

The Ambulance Services Contract is entered into by and between Bernalillo County Health Care Corporation, d/b/a Albuquerque Ambulance Service (AAS) and the City of Albuquerque (City), on behalf of the Albuquerque Fire Department (AFD). AAS and City hereby agree as follows: Medical Supplies utilized by AFD which would have been supplied by AAS will be invoiced by AFD and AAS on a quarterly basis for the predetermined averaged amount of One Hundred Thirty Two Thousand and Seventy Three Dollars and Twenty Three cents (\$132,073.23) and paid by AAS no later than forty-five (45) days after receipt of invoice. This mutually agreed upon average cost of medical supply reimbursement may be renegotiated by the Parties from time to time during the term of the Contract.

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

Cover Analysis

1. What is it?

EC Approving an agreement for the Ambulance Services Contract is entered into by and between Bernalillo County Health Care Corporation, d/b/a Albuquerque Ambulance Service (AAS) and the City of Albuquerque (City), on behalf of the Albuquerque Fire Department (AFD). AAS and City hereby agree as follows: Medical Supplies utilized by AFD which would have been supplied by AAS, CAD Maintenance and Ride-along fees will be invoiced by AFD and AAS on a quarterly basis for the predetermined averaged amount of One Hundred Thirty Two Thousand and Seventy Three Dollars and Twenty Three cents (\$132,073.23) and paid by AAS no later than forty-five (45) days after receipt of invoice.

2. What will this piece of legislation do?

This legislation approves the new contract with Albuquerque Ambulance Service and Albuquerque Fire Department which takes effect Thirty days following the approval by the Contractor and Albuquerque City Council, whichever is later.

3. Why is this project needed?

Reimbursement through a set quarterly invoiced amount, based on the average monthly utilization of medical supplies and personnel time, is desirable for both AAS and AFD because it reduces clerical and administrative time and expense for both parties in tracking, invoicing and reconciling actual supplies used.

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

No cost to the City.

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

\$ 37,357- Yearly CAD Maintenance

\$ 370,936.01- Annual fee for Supplies

\$ 120,000- Annual fee for Ride-a-longs

\$528,292.92

FISCAL IMPACT ANALYSIS

TITLE: Ambulance Services Contract

Legislation Type Executive Communication
FUND: 110

Fire Department

- ☐ 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:

	2016	Fiscal Years 2017	2018	Total
Base Salary/Wages				-
Fringe Benefits at (use applicable rate from OMB)				-
Subtotal Personnel	-	-	-	-
Operating Expenses				-
Property	-		-	-
4.00%	-			-
Total Expenses	\$ -	\$ -	\$ -	\$ -
<input type="checkbox"/> Estimated revenues not affected				
<input type="checkbox"/> Estimated revenue impact				
Cost Reimbursement Supplies	92,734	370,936	370,936	834,606
Cost Reimbursement Ride In	30,000	120,000	120,000	270,000
CAD Maintenance Fee	37,357	37,357	37,357	112,071
	-	-	-	-
Total Revenue	\$ 160,091	\$ 528,293	\$ 528,293	\$ 1,216,677

Number of Positions created

0

COMMENTS: Agreement for the Ambulance Services Contract is entered into by and between Bernalillo County Health Care Corporation, d/b/a Albuquerque Ambulance Service (AAS) and the City of Albuquerque (City), on behalf of the Albuquerque Fire Department (AFD). AAS and City hereby agree as follows: Medical Supplies, Ride-a-longs and CAD yearly maintenance fee utilized by AFD which would have been supplied by AAS will be invoiced by AFD and AAS on a quarterly basis for the predetermined averaged amount of \$132,073.23 and paid by AAS no later than forty-five (45) days after receipt of invoice.

COMMENTS ON NON-MONETARY IMPACTS TO COMMUNITY/CITY GOVERNMENT:
(Enter all other comments)

PREPARED BY:

APPROVED:

FISCAL ANALYST

DIRECTOR (date)

REVIEWED BY:

EXECUTIVE BUDGET ANALYST

BUDGET OFFICER (date)

CITY ECONOMIST

FISCAL IMPACT ANALYSIS

TITLE:

Ambulance Services Contract

Legislation Type Executive Communication

FUND: 110

Fire Department

☐

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:

	2016	Fiscal Years 2017	2018	Total
Base Salary/Wages				-
Fringe Benefits at (use applicable rate from OMB)				-
Subtotal Personnel	-	-	-	-
Operating Expenses				-
Property	-		-	-
4.00%	-			-
Total Expenses	\$ -	\$ -	\$ -	\$ -
<input type="checkbox"/> Estimated revenues not affected				
<input type="checkbox"/> Estimated revenue impact				
Cost Reimbursement Supplies	92,734	370,936	278,202	741,872
Cost Reimbursement Ride In	30,000	120,000	90,000	240,000
CAD Maintenance Fee	37,357	37,357	37,357	112,071
Total Revenue	\$ 160,091	\$ 528,293	\$ 405,559	\$ 1,093,943

Number of Positions created

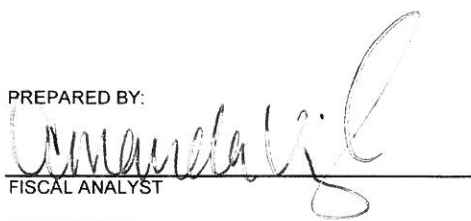
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COMMENTS: Agreement for the Ambulance Services Contract is entered into by and between Bernalillo County Health Care Corporation, d/b/a Albuquerque Ambulance Service (AAS) and the City of Albuquerque (City), on behalf of the Albuquerque Fire Department (AFD). AAS and City hereby agree as follows: Medical Supplies, Ride-a-longs and CAD yearly maintenance fee utilized by AFD which would have been supplied by AAS will be invoiced by AFD and AAS on a quarterly basis for the predetermined averaged amount of \$132,073.23 and paid by AAS no later than forty-five (45) days after receipt of invoice.

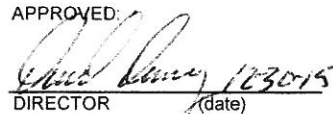
COMMENTS ON NON-MONETARY IMPACTS TO COMMUNITY/CITY GOVERNMENT:

(Enter all other comments)

PREPARED BY:


FISCAL ANALYST

APPROVED:


DIRECTOR (date)

REVIEWED BY:

EXECUTIVE BUDGET ANALYST

BUDGET OFFICER (date)

CITY ECONOMIST