

## AMBULANCE SERVICES CONTRACT

This Ambulance Services Contract ("Contract" or "Agreement") 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"), 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 AAS dispatch units to provide emergency medical transportation when necessary; and

WHEREAS AAS holds Certificate of Convenience and Necessity No. 1168, issued December, 1974, authorizing AAS to provide ambulance service throughout the State with its primary response area being Bernalillo County and Sandoval County; and

WHEREAS AAS has been responsible for responding to calls for emergency ambulance service referred to AAS by the City 911 dispatch center since the 911 dispatch center became operational; and

WHEREAS AAS and AFD have worked closely together for many years with the objective to provide an efficient and effective emergency medical response system; and

WHEREAS AAS and the City are in agreement that the City's goals for the emergency response system can best be met by a cooperative approach which continues AAS'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.

### DEFINITIONS

The following definitions are applicable to this Contract:

**CAD:** Computer Aided Dispatch.

**Corrective Action Plan:** A written plan submitted by AAS and approved by the City to address a failure by AAS 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.

**Effective Date:** Thirty days following approval by the AAS Board 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 (1) a AFD Paramedic, (2) a AFD EMS Division Chief, (3) a AFD EMS Division Captain, (4) the AAS Quality Assurance Coordinator, (5) the AAS System Improvement Manager, and (6) an AAS Field Operations Supervisor, whose purpose is to review, modify, develop and/or implement operational procedures 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 AAS Executive Director. The IAOC will meet on a monthly basis.

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

**Medical Services System Protocols and Guidelines:** the 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:** the failure to maintain 90% or better compliance with the response times for either Priority 1 or Priority 2 calls 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:** standard operating procedure

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

## AGREEMENT PROVISIONS

Recitals and definitions: The aforementioned recitals definitions are fully adopted herein and are considered to have the same effect as the Agreement 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. AAS 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 – AAS Response/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 for Priority 1 and Priority 2 calls, as described in Section A, must be met by AAS with 90% or better reliability on a consistent basis.
6. AAS shall have until the first day of the month following approval by the City Council to achieve full compliance with the standards set forth in Section A and the penalties identified in Paragraph 8 for failure to achieve full compliance shall not be applicable prior to the first day of the month following approval by the City Council.
7. Should AAS 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, AAS will make a formal request, in writing, to the Deputy Chief of EMS for a meeting to provide an explanation and potential solutions, including a discussion of current staffing constraints or problems. The meeting shall be commenced within seven (7) business days of the written request. Should this informal

meeting and agreement fail to result in adequate resolution of the matter, the City may, upon written notice, require a formal Corrective Action Plan.

8. The Corrective Action Plan shall be submitted by AAS 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 17 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 AAS. Once a Corrective Action Plan is submitted by AAS and approved by the City, AAS shall be subject to the following schedule of graduated penalties:

\$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.

9. When the number of AFD transports during a Reporting Period exceeds one percent (1.0%) of the total volume of calls for emergency medical response received by AFD in that same Reporting Period ("baseline volume") an assessment of \$500.00 shall be paid by AAS to the City EMS Fund for each transport which AFD is required to provide in excess of the baseline volume. AFD transports where AFD cancels AAS's unit are excluded from the count unless the cancellation was due to delayed response by AAS or no AAS unit being available. AFD transports resulting from delayed responses by AAS which are subject to an exemption as defined in Section A shall be excluded from the baseline volume calculation. The Parties agree that this provision may be modified in accordance with Paragraph 24, if necessary, based on the experience of the first twelve (12) months following the Effective Date and after each subsequent anniversary of the Effective Date.

10. AAS will pay the City fair market value for its share of utilization of the City's annual maintenance costs associated with the CAD system as more specifically identified in Section B – Fee for Utilization of City CAD System. This amount under Section B shall be re-negotiated annually by the Parties based on the previous twelve (12) months history from the Effective Date forward.
11. The parties agree that they will mutually develop a plan to integrate the dispatch function to the extent practicable and, in any event, no later than 90 days of the Effective Date of this agreement.
12. Medical supplies utilized by AFD which would have been supplied by AAS will be replaced by AAS on a monthly basis according to inventory reports generated by AFD and provided to AAS. The medical supplies which may be replaced are those utilized by AFD with the exception of medications and any other incompatible supplies.
13. In the event that AFD personnel is requested by AAS's personnel to accompany AAS's personnel to provide patient care for a critical patient transport, AAS will reimburse the City on a quarterly basis for all invoiced personnel hours at the hourly wage rates of such personnel set out in Section C. Times when AFD personnel originate the request to ride in with a patient is not covered by this arrangement. Generally, the situations requiring additional personnel to assist in patient care, also qualify for the ALS 2 reimbursement level. The City agrees to invoice AAS no less than thirty (30) days after the end of any quarter for personnel hours utilized during the previous quarter in a manner that identifies the specific class of personnel sent on the transport, as well as the date, time, location and patient name associated with that transport. AAS will pay in full for any undisputed personnel time invoice no more than thirty (30) days from receipt of the invoice from the City. The amount due under Section C may be re-negotiated annually by the Parties based on the previous twelve (12) months history.
14. The Parties agree that the IAOC will meet monthly. At each such meeting, AAS will report on response time performance for the prior month and the IAOC will address data discrepancies, quality assurance or operational issues identified by AAS 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.
15. At any time upon reasonable notice, a representative of AFD's choice shall have access to AAS's Board of Directors and may request time on the AAS's Board of Directors agenda to discuss or bring to the Board's attention any matters which AFD deems necessary or prudent.
16. The Parties will develop a coordinated training plan for the employees of AFD and AAS. The training plan will be jointly developed by the trainers employed by



AFD and AAS, will include training on AFD's SOPs and SOGs on dispatch protocols, on-scene protocols and mass disaster response protocols and will be implemented as soon as possible but no later than six months after the Effective Date of this Agreement.

17. 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 provider 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. AAS 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.
19. 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 AAS, 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.
20. The period of performance of this Contract, with the exception stated above in Paragraph 6, shall commence on the first day of the month following approval by the City Council and continue for a 24-month period or unless altered by a subsequent agreement or terminated pursuant to the termination provisions. Based on satisfactory performance the Contract may be renewed at the City's option for up to two additional periods of 12-months each, unless written notice of termination is provided in accordance with the provisions of Paragraph 26 below.

21. 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.
22. 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 Agreements.
23. 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.
24. 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.
25. AAS agrees to release the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. AAS agrees not to purport to bind the City to any obligation not assumed herein by the City, unless AAS has express written authority to do so, and then only within the strict limits of that authority. AAS 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 AAS under this Agreement.
26. This Contract shall not be altered, changed or amended except by written instrument signed by both Parties. The terms and conditions of Sections A and B 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 Executive Director of AAS, or their designees.
27. 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, response time 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 Agreements; failure to timely obtain and maintain the necessary licensing and/or certification required by law to provide services.

28. 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.
29. 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.
30. 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.
31. The Parties agree that there is a public health and safety obligation to continue to ensure uninterrupted and continuous service delivery to continue even in the event of a material breach.
32. 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.
33. 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.

## **SECTION A --AAS RESPONSE/PERFORMANCE STANDARDS**

### **I. Response Times**

AAS'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. AAS's Response Times shall be calculated on a monthly basis for reporting purposes to determine compliance using Percentile and Fractile Response Time measurements.
- b. AAS's Response Time for services in the incorporated area of the City of Albuquerque shall meet the following requirements:

<b>PRIORITY 1</b>	<b>PRIORITY 2</b>
10 MINUTES	13 MINUTES

TABLE A

### **II. Implementation of Response Time Measurements**

The Parties agree that response time improvement requires extensive time and effort during the implementation process. Many modifications to the current operating practices will impact personnel and systems. For this reason a graduated implementation plan is recommended.

- a. Upon execution of the Contract, AAS agrees to improve on time performance by no less than .5% per month until compliant to the standards listed above. A baseline measurement of the response times and adjustments to Table A will be established not later than six months after execution of the Contract and monitored on a regular basis by both Parties, and re-evaluated every six months by both Parties.

### **III. 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. AAS'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 en-route 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.

#### **IV. Response Time Late Response Exemptions ("Exemption")**

- a. AAS may request that a late response be excluded from the calculation of Response Time standards ("an Exemption"), if that call is related to a declared Multi-Casualty Incident ("MCI") or disaster that the City determines has had a material impact on AAS'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; and
  - The request must include performance reports for the month in which the incident occurred and written documentation supporting the request.
- c. Consistent with Paragraph 9, transports by AFD for the following reasons will not be counted for purposes of determining AAS's compliance with the above Response Time standards:
  - Transport of a City employee; or
  - Transport of an individual with critical or life threatening injuries requiring immediate medical attention.

#### **V. Multi-Casualty Incident/Disaster Response**

- a. AAS 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. AAS shall assign a Field or Dispatch Manager/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 AAS to respond to a disaster in a neighboring jurisdiction, Response Times will be suspended. AAS shall use its best efforts to maintain primary emergency services and may suspend non-emergency services as required.
- d. Incident Notification - AAS 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 - AAS shall participate in City-sanctioned exercises, disaster drills, and interagency training.
- f. State or Federal Mutual-Aid requests - AAS 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:
  - AAS shall request transport assistance any time AAS is unable to respond to requests to respond to a medical emergency. Examples may include, but are not limited to, unavailability of AAS's ambulance due to call volume or a fire incident within AAS's Primary Service Area. AAS remains responsible for the response time to these mutual aid responses.
  - AAS shall use its best efforts to enter into EMS Mutual-Aid agreements with other municipalities and the City, or other areas where EMS Mutual-Aid is provided on a regular basis.
  - 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.

## **SECTION B -- FEE FOR UTILIZATION OF CITY CAD SYSTEM**

AAS will pay the City \$37,357 for annual maintenance costs associated with the CAD system. This amount represents the Parties' best estimate of fair market value based on the following calculations:

1. AAS's Percentage of Use for CAD = Percentage of calls dispatched by CAD to AAS based on CAD's total call volume for the twelve (12) months preceding the Effective Date. (12% for period 4/10/11 – 4/09/12)
2. City's Annual Maintenance Cost for CAD system = Amount City paid for CAD system maintenance for the fiscal year immediately preceding the Effective Date. (\$311,307 for period 4/10/11 – 4/09/12)
3. City's Annual Maintenance Cost for CAD system multiplied by the Percentage of Use by AAS = Fee for Utilization of City CAD system. (\$37,357 for period 4/10/11 – 4/09/12)

This amount will be re-negotiated annually by the Parties based on the previous twelve (12) months history utilizing the calculations noted above. Upon request, the City will provide AAS proof of the amount it has paid for CAD system maintenance in any form the City deems most appropriate. A twelve (12) month review of this Section does not constitute an inconsistency with Paragraph 20 concerning contract renewal.



## SECTION C -- *PERSONNEL REIMBURSEMENT*

For every instance that a City paramedic or EMT is requested by AAS's personnel to accompany AAS's personnel on a patient transport, AAS will reimburse the City on a quarterly basis for all invoiced personnel hours at the fair market value rate of such personnel.

The agreed upon hourly rates are as follows:

Firefighter	\$36.44
Driver	\$39.30
Lieutenant	\$43.32
Captain	\$48.57
Commander	\$63.78
Para. Dr.	\$42.77
Para. Lt.	\$47.00
Para. Capt.	\$52.55

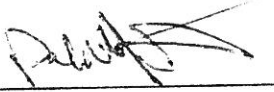
The amount due under Schedule C may be re-negotiated annually by the Parties based on the previous twelve (12) month history.

A 12 month review of this Section does not constitute an inconsistency with Paragraph 20 re: Contract renewal.

IN WITNESS WHEREOF, the City and AAS have executed this Contract with an Effective Date as defined herein.

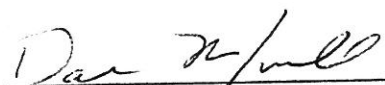
CITY OF ALBUQUERQUE

Approved by:

By: 

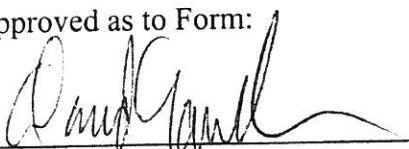
Date: 3/26/12

<sup>County</sup>  
BERNALILLO ~~CITY~~ HEALTH CARE  
CORPORATION d/b/a Albuquerque Ambulance Service

By:   
Dale Maxwell, President

Date: 3/27/12

Approved as to Form:

  
City Legal Department DD

Date: 3/30/12

## **PLAN TO PROVIDE ACCESS TO ACTIVE CALL MONITORS FOR EMERGENCY MEDICAL SERVICES RESPONSES AND RELATED ACTIVITIES**

Pursuant to paragraph 11 of the Ambulance Services Agreement into which the City of Albuquerque ("City") and Bernalillo County Health Care Corporation d/b/a Albuquerque Ambulance Service ("AAS") have entered, the following dispatch integration plan has been developed by the Albuquerque Fire Department ("AFD"), on the City's behalf, and AAS.

### **Plan Elements**

1. "Active call screens" are monitors that show active calls for AFD and AAS, including assigned and unassigned units.
2. Allocation of units and other resources is at the sole discretion of the agency directors and subject to system protocols.
3. AAS will immediately remit to AFD a check in the amount of two thousand dollars (\$2,000) for licensing rights and software relating to the active call screens.
4. Active call screens will be placed in the parties' respective dispatch facilities on or before March 15, 2012.
5. The parties agree to the development of standard operating procedures regarding the use and implementation of the active call screens to take place not more than (30) days after the effective date of this plan.
6. The parties agree that, should the active call screens experience technical difficulties, the source agency will contact the affected agency as soon as practical and the issue will be dealt with in an expeditious manner. Should the technical difficulty require extensive repair or service work greater than forty eight (48) hours, the source agency will contact the affected agency and implement an interim plan to provide the necessary information in relation to active calls. Should the difficulties require more than five (5) work days to repair, other means to access an active call screen will be implemented not more than six (6) days from the initial technical difficulty. Each party will be responsible for any expense related to repairs it initiates.
7. The parties agree that Quality Assurance ("QA") is an important aspect of system development and that QA issues or discrepancies will be dealt with at the regularly scheduled Inter-Agency Operations Committee ("IAOC") meeting. Problems of an immediate nature will be addressed through the respective dispatch directors.
8. If the IAOC is unable to resolve a discrepancy, the matter will be forwarded to the EMS Deputy Chief and AAS Executive Director. The Directors will address the dispute no later than ten (10) working days after the dispute is identified.
9. The parties agree that access to active call monitors between the parties may be termed or amended according to the terms of the Ambulance Services Agreement.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed as of the last date recorded herein.

**Approved:**

**City Of Albuquerque**

By James Breen 3-30-12  
James D. Breen Date  
Fire Chief

**Bernalillo County Health Care  
Corporation**

By Dale Maxwell 3/27/12  
Dale Maxwell, President Date