

**El Paso County
Public Services Department
Contracts & Procurement Division**

SERVICES CONTRACT

CONTRACT NUMBER: 14-004
SUBJECT MATTER: EMT-PARAMEDIC GROUND EMERGENCY AMBULANCE SERVICES
COUNTY DEPARTMENT: EL PASO COUNTY EMERGENCY SERVICES AUTHORITY
CONTRACTOR: AMERICAN MEDICAL RESPONSE OF COLORADO, INC. (AMR)
2370 North Powers Boulevard.
Colorado Springs, CO
TELEPHONE NUMBER 719-597-1277
FAX NUMBER 719-597-9703
EFFECTIVE DATE: July 1, 2014
EXPIRATION DATE: December 31, 2019

THIS CONTRACT, entered into on the date set forth below, is made by and between the EL PASO COUNTY EMERGENCY SERVICES AUTHORITY (ESA) and AMERICAN MEDICAL RESPONSE OF COLORADO, INC. (AMR) (CONTRACTOR"), which contract is subject to approval of the BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO ("COUNTY") and the CITY OF FOUNTAIN COLORADO CITY COUNCIL ("CITY").

WHEREAS, the ESA desires to purchase and receive from CONTRACTOR the services described in APPENDICES A & B; and

WHEREAS, CONTRACTOR is an individual or entity qualified and able to provide the type of services required by the ESA; and

WHEREAS, the parties to this CONTRACT desire to reduce to written terms the manner and conditions under which these services will be provided and compensated.

NOW, THEREFORE, in consideration of the above, and in accordance with the mutual terms, conditions, requirements and obligations set forth in this CONTRACT, the ESA and CONTRACTOR agree as follows:

SECTION 1. SERVICES

The ESA agrees to retain CONTRACTOR to perform the services described in Appendices A & B. CONTRACTOR agrees to provide those services in accordance with the provisions of this CONTRACT.

SECTION 2. CONTRACTOR'S RESPONSIBILITIES

- 2.1 The scope of services to be performed by CONTRACTOR is set forth in Appendices A & B attached to this CONTRACT and incorporated by reference.
- 2.2 All issues or questions of CONTRACTOR about this CONTRACT arising during the term of this CONTRACT shall be addressed to the designated County Representative identified in Section 3 below.
- 2.3 CONTRACTOR shall attend meetings and submit reports, plans and specifications as required in Appendices A & B and shall be reasonably available to the ESA Representative to respond to any issues that may arise during the term of this CONTRACT.
- 2.4 Key employees of CONTRACTOR who will have significant responsibility for performance under this CONTRACT shall be identified and be subject to approval by the ESA Representative prior to the commencement of any work by these individuals. Any changes in key personnel during the contract term will require prior ESA notification and approval.
- 2.5 All governmental permits or licenses specified in Appendices A & B to be acquired by CONTRACTOR shall be obtained by CONTRACTOR in a prompt and legally sufficient manner and at CONTRACTOR'S own expense. Upon demand by the ESA, CONTRACTOR shall provide the ESA with evidence of the permits or licenses.
- 2.6 All services to be performed under this CONTRACT by CONTRACTOR shall be performed in accordance with generally recognized professional practices and standards of CONTRACTOR'S profession and to the reasonable satisfaction of the ESA.
- 2.7 CONTRACTOR represents, warrants and covenants that the prices, charges and/or fees set forth in this CONTRACT (on the whole) are at least as favorable as the prices, charges and/or fees CONTRACTOR charges (on the whole) to other of

its customers or clients for the same or substantially similar products or services provided under the same or substantially similar circumstances, terms and conditions.

SECTION 3. ESA'S RESPONSIBILITIES

- 3.1 The **ESA** agrees to the rates and compensation as set forth in Section 5 below for services rendered in accordance with this **CONTRACT**.
- 3.2 The **ESA's** Representative is Jim Reid, ESA Contract Administrator, 719-520-6900. The **ESA** Representative or designee shall have authority to transmit instructions, receive information and documents and resolve any issues arising out of the performance of this **CONTRACT**. The **ESA** Representative shall provide **CONTRACTOR** with the identity of an alternate contact person in the event the **ESA** Representative is unavailable to respond to **CONTRACTOR'S** inquiries. It has been mutually agreed that the **ESA** Business Administrator will provide administrative/clerical support up to ten hours weekly to **AMR**.

SECTION 4. TIME OF PERFORMANCE AND DELAY

CONTRACTOR'S time of performance shall commence as of the effective date of this **CONTRACT**, and shall remain in effect unless otherwise terminated in accordance with Section 12 below, or until the expiration date specified on the first page of this **CONTRACT**, whichever comes first. It is mutually agreed that the term of this **CONTRACT** shall commence on July 1, 2014 at 12:00:00 am. and terminate on December 31, 2019, at 11:59:59 (the "Initial Term"), unless earlier terminated under this **CONTRACT**, or otherwise modified by mutual written agreement of the parties. The parties may mutually agree to renew this **CONTRACT** for five (5) annual renewal periods (or such other renewal period mutually agreed upon by the parties) for a period not to exceed ten (10) years total (each additional term, a "Renewal Term"). The **ESA** shall also have the unilateral right, upon thirty (30) days written notice to **AMR**, to extend this **CONTRACT** for a single ninety (90) day period beyond the end of the Initial Term without renewing this **CONTRACT** for an additional annual term.

SECTION 5. COMPENSATION

The **ESA** agrees to the rates and compensation as set forth in Appendix A for the complete and satisfactory performance of services under this **CONTRACT**

The amount and terms of compensation referenced above shall not be modified except in accordance with Section 19 below.

SECTION 6. RENEWAL

- 6.1 Any renewal of this **CONTRACT** is contingent upon satisfactory performance by the **CONTRACTOR**, as determined by the **ESA**. It shall be the **CONTRACTOR'S** responsibility to provide the **ESA** representative (with a copy to the Contracts and Procurement Division) all requested **CONTRACT** changes and/or price adjustments at least 120 days prior to the expiration of the **CONTRACT** or **CONTRACT** renewal date. After review by the **ESA** of the **CONTRACTOR'S** requested changes or price adjustments, the **ESA** will enter into negotiations with the **CONTRACTOR** to determine if the requested contract changes and/or price adjustments are acceptable to the **ESA**. Negotiations must be completed 90 days prior to expiration of the **CONTRACT** or **CONTRACT** renewal date. Failure of the **ESA** and the **CONTRACTOR** to agree upon the terms and conditions for the renewal may result in re-solicitation of the goods or services covered by the original **CONTRACT**. Continued performance by the **CONTRACTOR** outside of the **CONTRACT** term will be at the **CONTRACTOR'S** risk.
- 6.2 Any expenditure of funds, personnel, or other resources by the **ESA**, the County, or the City are explicitly subject to appropriation by those entities' governing bodies.

SECTION 7. INDEPENDENT CONTRACTOR

CONTRACTOR is rendering services as an independent contractor, not as an employee, and shall be accountable to the **ESA** for the ultimate results of its actions, but shall not be subject to the direct supervision and control of the **ESA**, except as otherwise provided herein. Neither **CONTRACTOR** nor any agent, employee, or servant of **CONTRACTOR** shall be or shall be deemed to be an employee, agent or servant of the **ESA**. **CONTRACTOR** shall pay when due all required employment taxes and income tax withholding, shall provide and keep in force worker's compensation (and show proof of such insurance) and unemployment compensation insurance in the amounts required by law, and shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and the subcontractors, during the performance of this **CONTRACT**.

SECTION 8. INSURANCE

- 8.1 During the entire term of this **CONTRACT**, **CONTRACTOR** shall maintain, at its own expense, insurance in the following minimum amounts and classification

LIMITS OF LIABILITY

Workmen's Compensation/Employer's Liability	AS REQUIRED BY STATUTE
Commercial General liability (including blanket contractual liability insurance)	
Bodily Injury	\$150,000 each person \$600,000 each occurrence
Property Damage	\$600,000
Comprehensive Automobile Liability	
Bodily Injury	\$150,000 each person \$600,000 each occurrence
Property Damage	\$600,000
Professional Liability (if applicable)	Commensurate with risks of services provided under this Agreement

8.2 **CONTRACTOR** shall furnish certificates of such insurance to the County Contracts and Procurement Director ("DIRECTOR") prior to the performance of this **CONTRACT**. The **ESA** shall be named as an additional insured on all policies of liability insurance.

SECTION 9. INDEMNIFICATION

To the extent authorized by law, the **CONTRACTOR** shall defend, indemnify and hold the **ESA** free and harmless from and against any and all liabilities, demands, claims, damages, suits, judgments and decrees, and Court awards including costs, expenses and attorneys' fees, on account of injuries to or death or any person or persons or damage to any property arising out of or related to the **CONTRACTOR'S** intentional or negligent acts, errors or omissions or that of its agents, officers, servants and employees, subcontractors or assignees, whether contractual or otherwise, during the performance of this contract and pursuant to its terms. Nothing in this section shall be deemed to waive or otherwise limit the defenses available to the **ESA** pursuant to the Colorado governmental Immunity Act or otherwise provided by law.

SECTION 10. AUDIT AND INSPECTION

- 10.1 **CONTRACTOR** shall at all times during the term of this **CONTRACT** maintain such books and records as shall sufficiently and properly reflect all direct costs of any nature in the performance of this **CONTRACT**, and shall utilize such bookkeeping procedures and practices as will reflect these costs. Books and records shall be subject, at any reasonable time, to inspection, audit or copying by Federal, State or County personnel, or such independent auditors or accountants as are designated by the **ESA**.
- 10.2 **CONTRACTOR** shall permit the **ESA** Representative or other authorized Federal, State or County personnel, at any reasonable time, to inspect, transcribe or copy any and all data, notes, records, documents and files of the work **CONTRACTOR** is performing in relation to this **CONTRACT**.

SECTION 11. OWNERSHIP

- 11.1 All data, plans, reports, notes and documents provided to or prepared by **CONTRACTOR** in performance of this Agreement shall become the property of the **ESA** upon payment of services rendered by **CONTRACTOR**, and shall be delivered to the County Representative.
- 11.2 Except as provided in Section 10 above, all such documents shall remain confidential and shall not be made available by **CONTRACTOR** to any individual or entity without the consent of the **ESA** Representative.
- 11.3 If the **CONTRACTOR** deems any documents submitted by **CONTRACTOR** to the **ESA** under this **CONTRACT** confidential business data, trade secrets, or data not otherwise subject to public disclosure, **CONTRACTOR** shall clearly mark the documents as "Confidential" prior to delivering or making them available to the **ESA**. If the **ESA**, **COUNTY** or **CITY** receives a request for the production or disclosure of documents so marked, it will decline disclosure and notify the **CONTRACTOR** of such request; *provided, however*, that if any action is commenced against the **ESA**, the **County**, or the **City** under the Colorado Public (Open) Records Act or otherwise seeking to compel production or disclosure of the documents, **CONTRACTOR** or any other person asserting the confidentiality privilege of such documents shall immediately intervene in such action, and whether or not such intervention is permitted, shall defend, indemnify and hold

ESA, COUNTY or CITY harmless from any costs, damages, penalties or other consequences of ESA, COUNTY or CITY'S refusal to disclose or produce such documents.

SECTION 12. SUSPENSION AND TERMINATION

- 12.1 Without terminating this CONTRACT, the ESA may suspend CONTRACTOR'S services following written notice to CONTRACTOR. Within five (5) days following receipt of such notice, CONTRACTOR shall have completed all reasonable measures to cease its services in an orderly manner. CONTRACTOR shall be paid for all reasonable costs incurred and for services rendered through the date services were suspended, but in no case no later than five (5) days after CONTRACTOR'S receipt of suspension. If resumption of CONTRACTOR'S services requires any waiver or change in this CONTRACT, the parties must mutually agree to such waiver or change in writing and the writing must be attached as an addendum to this CONTRACT.
- 12.2 The ESA shall have the right to terminate this CONTRACT, in whole or in part where continued excessive response times are not addressed in a timely manner, at any time during the course of performance by providing written notice to CONTRACTOR. Within thirty (30) days following receipt of such notice, CONTRACTOR shall have completed all reasonable measures to cease its services in an orderly manner. If a new contractor is retained to complete the services, CONTRACTOR will cooperate fully with the ESA in preparing the new contractor to take over completion of the services. CONTRACTOR will be paid for all reasonable costs incurred and for services rendered through the date of termination of this CONTRACT, but in no case will CONTRACTOR be paid for services rendered later than the date of termination.

SECTION 13. COMPLIANCE WITH LAWS

- 13.1 At all times during the performance of this CONTRACT, CONTRACTOR shall strictly observe and conform to all applicable federal, state and local laws, rules, regulations and orders that have been or may hereafter be established.
- 13.2 **Federal Immigration Law Compliance:** The CONTRACTOR certifies that the CONTRACTOR has complied with the United States Immigration and Control Act of 1986. All persons employed by the CONTRACTOR for performance of this CONTRACT have completed and signed Form I-9 verifying their identities and authorization for employment.
Illegal Aliens: Public Contracts for Services. CRS 8-17.5-101 and 102, and Public Law 208, 104th Congress, as amended and expanded in Public Law 156, 108th Congress, as amended. CONTRACTOR certifies that the CONTRACTOR shall comply with the provisions of CRS 8-17.5-101 et seq. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this CONTRACT. CONTRACTOR represents, warrants, and agrees that it (i) has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the basic pilot program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise will comply with the requirements of CRS 8-17.5-102(2)(b). The Contractor is prohibited from using either the e-verify program or the Colorado Department of Labor and Employment program procedures to undertake pre-employment screening of job applications while the services are being performed under this CONTRACT. If the CONTRACTOR obtains actual knowledge that a subcontractor performing work under this CONTRACT knowingly employs or contracts with an illegal alien, the contractor shall notify the subcontractor and the COUNTY within three days that the CONTRACTOR has actual knowledge that the subcontractor is employing or contracting with an illegal alien and shall terminate the subcontract with the subcontractor if within three days of receiving this notice the subcontractor does not stop employing or contracting with the illegal alien; except that the CONTRACTOR shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The CONTRACTOR shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the CONTRACTOR fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the ESA may terminate this contract for breach and the CONTRACTOR shall be liable for actual and consequential damages to the ESA.
- 13.3 The ambulance provider agrees that any future changes in laws and regulations that create an opportunity for reimbursement for the fire or rescue agencies to receive reimbursement shall be cause for the ESA and the ambulance provider to meet and amend this CONTRACT. The ambulance provider shall in good faith enter into discussions share those opportunities with the fire or rescue agencies that chose to participate in such treatment programs, as may be required by law or regulation.

SECTION 14. NON-DISCRIMINATION

CONTRACTOR shall not hire, discharge, transfer, promote or demote, or in any manner discriminate against any person otherwise qualified and capable because of race, color, sex, marital status, age, religion, disability or national origin. CONTRACTOR agrees to comply with all applicable Federal and State statutes and regulations concerning non-discrimination.

SECTION 15. APPLICABLE LAW

The laws, rules and regulations of the State of Colorado and El Paso County shall be applicable in the enforcement, interpretation and execution of this **CONTRACT**. The parties to this **CONTRACT** understand and agree that, in the event of any litigation which may arise between the parties under this **CONTRACT**, jurisdiction and venue shall lie in the Fourth Judicial District of El Paso County, Colorado.

SECTION 16. RIGHTS OF THIRD PARTIES

This **CONTRACT** does not and shall not be deemed to confer on any third party the right to the performance or proceeds under this **CONTRACT**, to claim any damages or to bring any legal action or other proceeding against the **ESA** or **CONTRACTOR** for any breach or other failure to perform this **CONTRACT**.

SECTION 17. ASSIGNMENT/SUBCONTRACTS

Other than outlined in **CONTRACTOR'S** proposal **CONTRACTOR** shall not assign its interest in this **CONTRACT** or subcontract any of the work to be performed under this **CONTRACT** without the written consent of the **ESA**.

SECTION 18. CHANGES OR MODIFICATIONS

- 18.1 No modification, amendment, notation, change or other alteration of this **CONTRACT** shall be valid unless mutually agreed by the parties in writing and executed as an addendum to this **CONTRACT**.
- 18.2 No change order resulting in an increase to the contract price set forth in Section 5 above shall be executed or effective unless the increase is approved by the appropriate **ESA** official(s) and the additional funds have been appropriated or otherwise made available. **CONTRACTOR** shall prepare a cost calculation for the additional costs and submit it to the **ESA** Representative prior to approval of any change order. The **ESA** Representative then will arrange for a change order, confirming with **CONTRACTOR** that funds have been appropriated or made available to cover the additional costs.
- 18.3 The **ESA** agrees to enter into renegotiations with **CONTRACTOR** should market conditions materially impact **AMR's** ability to efficiently provide services as discusses in **Appendix A – AMR's** updated proposal.

SECTION 19. SEVERABILITY

If any section, subsection, clause or phrase of this **CONTRACT** is, for any reason, held to be invalid, such holding shall not affect the validity of the remaining portions of this **CONTRACT**.

SECTION 20. CONFLICT OF TERMS IN THE CONTRACT DOCUMENTS

In the event there is found any conflict in any of the terms between the **ESA'S** contract documents and the **CONTRACTOR'S** contract documents, the parties understand and agree that the terms contained in the **ESA'S** contract documents shall be controlling and shall take precedence over any conflicting terms found in the contract documents.

Further, if there are any conflicting terms as between the **ESA'S** contract or any other **ESA** documents which are included as a part of the contract documents, those terms which the **ESA** deems most favorable toward the protection of the **ESA** and the goals of the **CONTRACT** shall be deemed to control and take precedence over any conflicting contract terms. The conflicting contract terms may be deleted at the **ESA'S** sole discretion.

In the event that one of the **ESA'S** contract documents contains a word, statement, or clause which is not contained in any other of the **ESA'S** contract documents nor in those of the **CONTRACTOR'S** contract documents, the parties understand and agree that such word, statement or clause shall be included as a part of the contract terms at the sole discretion of the **ESA**.

Finally, in the event that there is found in the **CONTRACTOR'S** contract documents a word, statement or clause not contained in the **ESA'S** contract documents and which the **ESA**, in its sole discretion, wishes to delete from the contract terms, the parties understand and agree that the **ESA** shall have the discretion to include or delete such word, statement or clause from the contract terms.

SECTION 21. ENTIRE CONTRACT

This **CONTRACT**, including attached Appendices, constitutes the entire understanding of the parties. At the time of execution of this **CONTRACT**, there are no other terms, conditions, requirements or obligations affecting this **CONTRACT** which are not specifically set forth herein.

SECTION 22. APPENDICES

The following appendices are attached to and made a part of this **CONTRACT**:

Appendix A: **COMPANY'S UPDATED RESPONSE**

CONTRACT NO.: 14-004
SUBJECT: EMT-PARAMEDIC GROUND EMERGENCY AMBULANCE SERVICES

Appendix B: INSURANCE CERTIFICATES

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT on the 5th day of June 2014.

EMERGENCY SERVICES AUTHORITY (ESA)
Carl Tatum, ESA Vice Chair

AMERICAN MEDICAL RESPONSE OF COLORADO, INC. (AMR)
Edward B. Van Horn, President

BY: [Signature]
ESA VICE CHAIR

BY: [Signature]
AUTHORIZED REPRESENTATIVE

APPROVED:
BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY, COLORADO

CITY COUNCIL
CITY OF FOUNTAIN, COLORADO

BY: [Signature]
CHAIR

BY: [Signature]
MAYOR

ATTEST:
BY: [Signature]
WAYNE HILLMAN, JR.
COUNTY CLERK AND RECORDER

ATTEST:
BY: [Signature]
SILVIA AMERZINGAS
FOUNTAIN CITY CLERK

APPROVED AS TO FORM:
BY: [Signature]
OFFICE OF COUNTY ATTORNEY
AS COUNSEL TO THE ESA



Appendix "A"

1. **Exclusivity.** Except as set forth below, the ESA shall exclusively utilize AMR for the provision of the Services within the Service Area as set forth in attached Response Zone Map. The following fire districts are excluded and AMR's role will be to provide mutual aid or back up these districts. AMR will not be held to any penalties when responding to these districts and AMR will be exempt from penalties within the ESA system when on a call in one of these districts. Calls within these districts will not be included in response zone compliance calculations.

- a. Black Forest Fire Rescue;
- b. City of Fountain Fire Department;
- c. Tri-Lakes Monument Fire Protection District;
- d. Security Fire Protection District*

* Security Fire Protection District. AMR understands that the Security Fire Protection District requests inclusion into this Agreement. AMR is willing to enter into good faith discussions with representatives of Security Fire Protection District in an effort to provide backup to Security Fire Protection District's private ambulance provider with no response fee billed to the district only as a "one-off, grandfather" inclusion. AMR does not commit to using Security Fire Protection District's contractor for any coverage or response into non-Security AMR covered areas in El Paso County.

2. **Deployment.** The ESA shall permit AMR to utilize resources from the County to respond into the City of Colorado Springs and vice versa. The goal of AMR is to respond with the closest appropriate ambulance throughout El Paso County. Use of mutual aid resources shall be permitted and shall be held to the same standards as set forth in this Agreement.
3. **Response Times.** There shall be six (6) response time Zones as set forth in the table immediately below. Subject to the 100 call rule for statistical significance, AMR shall be held to a 90% standard for each Zone measured on a monthly basis (or such greater frequency, e.g., quarterly or biannually, as decided by the Parties).

- a. **Measuring Response Times.** Response Times will be measured from the time the MPDS Response Determinant is received by the EMS Ambulance until the CAD received arrived on-scene signal or the dispatched is notified of arrived on-scene if using a manual system (or in the case of a location other than the actual scene, the staging area or nearest accessible point for the ambulance, e.g., fence, apartment complex parking lot). Use of AVL/GPS, Road Safety and other means of documenting times will be permitted.
- b. **Response Time Table.**

Zone	Minimum Response Time Allowed per call (minutes)	Maximum Response Time Allowed per call (minutes)	Excessive Response Time Allowed per call (minutes)
Suburban	12:00	18:00	28:00
Rural 20	20:00	30:00	43:00
Frontier 25	25:00	35:00	46:00
Frontier 35	35:00	45:00	60:00
Frontier 45	45:00	55:00	75:00
Wilderness 45	45:00	55:00	75:00

For clarity and illustration, a Suburban Zone call at 12:00 is considered within the Minimum Response Time and a Suburban Zone call at 12:01 is considered outside the Minimum Response Time. This applies to each of the measurements set forth in the table. For any responses outside El Paso County, AMR will respond but will not be held to any response time requirements, penalties and the call shall not be counted within any measurement.

- c. Reporting. AMR and the ESA shall develop a mutually agreeable frequency to report response times. The intent is to move away from monthly reporting to quarterly reporting (or biannual reporting) within the first six (6) months of this Agreement to save expenses and have data with statistical significance. Additionally, the Parties recognize that any reporting measurement must have statistical significance of a minimum of 100 calls. For the purposes of determining compliance with response time requirements within each Zone, the following method will be used. For every cycle in which 100 or more calls of patients defined as any transport dispatched as emergent per MPDS originate within a response Zone received through the 9-1-1 system, 90% compliance is required for the calendar month. However, for any cycle within which fewer than 100 calls of patients originate within a response Zone, compliance will roll forward until such time that there are 100 response within the Zone at which time compliance will be measured.
- d. Exemptions. From time to time, special circumstances may cause changes in call-priority classification. Response-time calculations for determination of compliance and assessments will be as follows:
 - i. Multiple Units. If multiple units are responding, then the additional units' times are measured from the time the additional unit is requested until it arrives on scene.
 - ii. Breakdowns. If a unit breaks down at the scene, the response time is measured when the additional unit is requested until it arrives. If a unit breaks down enroute to the scene, the response time is measured from

the original time of request of the first unit until the replacement unit arrives.

- iii. **Good Cause.** On a case-by-case basis, the Contract Administrator may exempt AMR from the applicable Response Time for good cause, e.g., weather, road conditions, traffic, or system overload, etc.
 - e. **Per Call Penalties.** For any response in excess of the maximum response time in each zone, the assessment will be twenty three dollars and twenty five cents (\$23.25) per excess minute, or portion thereof, up to a maximum of five hundred dollars (\$500.00) per call. Calls referred to another agency will be included as part of the response time calculations. The assessment will be adjusted annually, commencing January 1, 2015, based on the Consumer Price Index for All Urban Consumers (CPI-U) – Transportation Index for the Denver-Boulder-Greeley metropolitan area, published by the U.S. Bureau of Labor Statistics, as noted in Section 12, below.
 - f. **Excessive Per Call Penalties.** Any call that exceeds the Excessive Response Time set forth in the Response Time Table shall incur an additional \$25 flat fee penalty.
 - g. **Monthly Penalties.** For those months that AMR fails to meet the ninety percent (90%) response time threshold in the suburban or rural Zones only, a five hundred dollar (\$500.00) assessment for each percentage point, or fraction thereof, less than ninety percent (90%) will be assessed for each individual Zone.
 - h. **Failure to Meet Monthly Standard for Zone.** The ESA may consider failure to meet the Response Time Standard in the same Zone for three (3) consecutive months or four (4) months during a calendar rolling 12 month period of the Agreement as breach of the Agreement. For clarity, the only Zones that shall be considered under this provision are the suburban and rural Zones.
4. **Ambulance Specifications.** AMR shall provide all ambulances used to provide Services (the “Ambulances”) and each Ambulance shall be licensed and equipped with all supplies and equipment required by state law, and shall be maintained in good working order in accordance with AMR’s maintenance policies and procedures. All frontline ambulances shall be Type III and shall have cumulative mileage of no more than 250,000 miles unless approved by the ESA (“Mileage Cap”). The ESA shall not unreasonably withhold re-certification of any frontline ambulance with mileage in excess of the Mileage Cap if AMR has replaced the engine or transmission in the Ambulance. AMR may use backup ambulances from time-to-time that exceed the mileage cap. The ambulances shall be branded and marked in accordance with applicable laws.
5. **Medical Director.** AMR shall be required to provide a medical director of its choice to provide services under this Agreement.