

Nurse Navigation Agreement

This Nurse Navigation Agreement is entered into effective April 11, 2022 (“Effective Date”), by and between Access2Care, LLC (“Provider”) and Pueblo, a municipal corporation within the state of Colorado (“Customer”).

1. **Purpose.** Provider stipulates and acknowledges that this Agreement is supported by Grant No. 2191122PFD issued by the Colorado Division of Homeland Security and Emergency Management (“State Grant”). The purpose of this Agreement is to retain Provider to perform the statement of work as set forth in the State Grant.
2. **Term and Termination.** This Agreement shall be for a term commencing on the Effective Date and ending June 30, 2023; provided, however, this Agreement shall automatically terminate on any earlier date that the State Grant is terminated.
3. **Services.** By July 1, 2022, Provider will provide and maintain through April 10, 2023 a nurse navigation line staffed under physician supervision as set forth in **Exhibit A** and all other services set forth herein (collectively, “Services”) on the conditions described herein. Subject to the requirements set forth in Section 10 of this Agreement, Provider may subcontract certain Services to other qualified Providers and may utilize its sister-companies to provide Services. In addition to the services set forth in **Exhibit A**, Provider shall timely provide mutually agreed upon reports (including quarterly and final reports) that meet and satisfy all requirements of Section 24-33.5-1618, C.R.S., and the State Grant.
4. **Payment for Services.** Customer shall be financially responsible to Provider for all Services ordered under this Agreement as set forth in **Exhibit A** and at the rates and payment terms set forth in **Exhibit A1**; provided, however, the maximum amount Customer shall be financially responsible to pay Provider as full compensation for all Services shall not exceed \$198,294.00. Provider shall only bill the Customer for Services ordered under this Agreement and shall not bill any patients or third-party payers. Customer shall make payment to Provider within thirty (30) days of the invoice date and invoice not paid within this period shall accrue interest at the annual interest rate of the higher of twelve percent (12%) or the statutory interest rate.
5. **Insurance.**
 - (a) Provider agrees that it shall procure and will maintain during the term of this Agreement, for claims under workers' compensation acts, claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (b).
 - (b) The minimum insurance coverage which Provider shall obtain and keep in force is as follows:
 - (i) Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the Customer.
 - (ii) Commercial General Liability Insurance. The Provider shall secure and maintain during the period of this agreement/contract and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the contractor with respect

to all work performed by him, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than \$1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and \$1,000,000 for each occurrence and aggregate for property damage. Provider will maintain excess insurance in an amount of five million dollars (\$5,000,000). The policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. The policy shall provide coverage for contractual liability assumed by Contractor under the provisions of the Agreement.

(iii) Professional Liability Insurance with coverage of not less than \$1,000,000 and in a form and with a deductible acceptable to owner.

(iv) automobile liability insurance (\$1,000,000).

(c) Provider agrees to hold harmless, defend and indemnify Customer from and against any liability to third parties, arising out of negligent acts or omissions of Provider, its employees, subcontractors and consultants.

6. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier then upon delivery thereof as confirmed by such service; (c) by email transmission; or (d) if mailed within the United States, 3 days after deposit in the United States mails, postage prepaid, certified mail return receipt requested. Notice shall be sent to the following addresses:

If to Customer:

Pueblo Fire Department
1551 Bonforte Blvd
Pueblo, Colorado 81001
Fire Chief Barb Huber
bhuber@pueblo.us
719-553-2830

With copy to:

City Attorney
City of Pueblo
1 City Hall Place, Third Floor
Pueblo, CO 81003

If to Provider:

Access2Care
6363 S. Fiddler's Green Circle, Suite 1500
Greenwood Village, Colorado 80111
Sven Johnson, Senior Vice President
Sven.johnson@gmr.net

With copy to:

Law Department
c/o Global Medical Response, Inc.
6363 S. Fiddler's Green Circle, Suite 1500
Greenwood Village, Colorado 80111

7. **Confidentiality.** Exhibit A1 and Appendices A through F as referenced and incorporated into the Agreement are those sealed documents attached hereto and labelled Confidential Information. Provider claims such documents to be confidential financial information ("Confidential Information"). As a municipal corporation, Customer is subject to CORA, § 24-72-200.1, C.R.S. et seq. In the event that Customer receives a request for the Confidential Information, Customer will provide written notice thereof to Provider so that Provider may seek a protective order or other appropriate remedy. Customer shall reasonably cooperate with Provider's efforts to obtain such relief at no cost to Customer, and Provider shall be responsible for payment of any attorney fees and costs, if same should be awarded against Customer pursuant to § 24-72-204, C.R.S., which may arise out of such request and Customer's performance of its obligations hereunder.
8. **Laws and Regulatory.** The parties: (a) will comply in all material respects with all applicable federal, state and local laws and regulations including, the federal Anti-kickback statute; (b) represent and warrant that it is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated Providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement and any remuneration set forth in this Agreement is fair market value and negotiated at arm-length; (c) will comply with the provisions under the Health Insurance Portability and Accountability Act of 1996 and its regulations; (d) acknowledge that if it is a cost reporting entity that it has been informed of, and will fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid pursuant to this Agreement in a way that complies with all applicable federal, state and local laws and regulations that establish a "Safe Harbor" for discounts; (e) represent and warrant that neither it nor any practitioner who orders or provides services on its behalf has been convicted of any conduct that constitutes grounds for mandatory exclusion under any federal or state law and each party further represents and warrants that it is not ineligible to participate in federal or state health care programs or in any other federal or state government payment program; (f) will make available to the other a copy of its code of conduct, anti-kickback policies and other compliance policies, as may be changed from time-to-time; (g) represents and warrants that neither it nor any of its officers or directors have been convicted of a crime against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (h) represent and warrant that it and its personnel are and, shall at all times during the term of this Agreement be, properly credentialed, licensed, certified and in good standing in accordance with all applicable federal, state, and local laws and regulations; and (i) will notify the other party immediately but no less than five (5) days of any actual knowledge contrary to the requirements set forth in this section.
9. **Force Majeure.** Provider shall not be responsible for any delay in or failure of performance resulting from acts of God, riot, war, civil unrest, natural disaster, labor dispute, acts or regulations of public authorities, or other circumstances not reasonably within its control.
10. **Subcontracts.**

(a) Customer acknowledges that Provider is the prime contractor and the only party with whom Customer has a contractual relationship under this Agreement. To the extent Provider performs any Services through subconsultants or subcontractors including its sister-companies, Provider shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of Customer, and Customer shall be a third party beneficiary of those subcontract provisions.

(b) Provider shall indemnify and defend Customer from all claims and demands for payment for services provided by subcontractors of Provider.

11. **Miscellaneous.** This Agreement: (a) constitutes the entire agreement between the parties with respect to the subject matter, superseding all prior oral or written agreements with respect to the subject matter; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party (except to affiliates, parents or subsidiaries), such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state where the services are rendered, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein. Any unresolved dispute arising from or concerning any breach of this Agreement shall be decided in a state court of competent jurisdiction located in Pueblo, Colorado; (f) This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (1) an original, and all of which taken together shall constitute one and the same agreement, (2) a valid and binding agreement and fully admissible under state and federal law, and (3) enforceable in accordance with its terms; (g) this Agreement shall not be effective until executed by both Parties; (h) if any term or provision of this Agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement, and to the extent permitted by applicable law, any such term or provision shall be restricted in applicability or reformed to the minimum extent for such to be enforceable; and (i) except as otherwise provided herein, no waiver of any of the provisions of this Agreement shall be valid or effective unless in writing and signed by the Parties hereto; and no waiver of any breach or condition of this Agreement shall be deemed to be a continuing waiver or a waiver of any other breach or condition. The Parties represent and warrant that they have not relied upon any prior or contemporaneous writings, negotiations, proposals, agreements, communications, discussions or representations. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING BETWEEN THE PARTIES AND ARISING UNDER THIS AGREEMENT.
12. **No Multi-year Fiscal Obligation on Customer.** This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, § 20 Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the Customer which may arise under this Agreement in any fiscal year after 2022, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the Customer.
13. **PERA Liability.** Provider shall reimburse the Customer for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary

or other compensation paid to a PERA retiree performing contracted services for the Customer under this Agreement. The Provider shall fill out the questionnaire attached as Exhibit B and submit the completed form to Customer as part of the signed Agreement.

14. STATE-IMPOSED MANDATES PROHIBITING WORKERS WITHOUT AUTHORIZATION FROM PERFORMING WORK.

(a) At or prior to the time for execution of this Contract, Provider shall submit to the Purchasing Agent of the City its certification that it does not knowingly employ or contract with a “worker without authorization”, as that term is defined within §8-17.5-101 (9), C.R.S. (herein “Worker without Authorization”), who will perform work under this Contract and that the Provider will participate in either the “E-Verify Program” created in Public Law 208, 104th Congress, as amended and expanded in Public law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security or the “Department Program” established pursuant to section 8-17.5-102(5)(c), C.R.S. that is administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract.

(b) Provider shall not:

(i) Knowingly employ or contract with a Worker without Authorization to perform work under this Contract;

(ii) Enter into a contract with a subcontractor that fails to certify to Provider that the subcontractor shall not knowingly employ or contract with a Worker without Authorization to perform work under this Contract.

(c) The following state-imposed requirements apply to this Contract:

(i) The Provider shall have confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify Program or Department Program.

(ii) The Provider is prohibited from using either the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.

(iii) If the Provider obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with a Worker without Authorization to perform work under this Contract, the Provider shall be required to:

A. Notify the subcontractor and the Purchasing Agent of the City within three (3) days that the Provider has actual knowledge that the subcontractor is employing or contracting with a Worker without Authorization; and

B. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (c)(iii)A. above, the subcontractor does not stop employing or contracting with the Worker without Authorization ; except that the Provider shall not terminate the contract

with the subcontractor if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a Worker without Authorization.

(iv) The Provider is required to comply with any reasonable request by the Colorado Department of Labor and Employment (hereinafter referred to as "CDLE") made in the course of an investigation that CDLE is undertaking pursuant to its authority under §8-17.5-102(5), C.R.S.

(d) Violation of this Section by the Provider shall constitute a breach of contract and grounds for termination. In the event of such termination, the Provider shall be liable for City's actual and consequential damages.

(e) Nothing in this Section shall be construed as requiring the Provider to violate any terms of participation in the E-Verify Program.

<<Signature Page follows>>

By signing below, each Party acknowledges that they have carefully read and fully understand this Agreement. Each Party each fully agrees to be bound by the terms of this Agreement.

Provider

By: _____

Insert GMR Signatory Name and Title

Entity/Program Name

Address

City, State & Zip

Email

Customer, PUEBLO, a Municipal Corporation

Mayor

ATTEST:

City Clerk

Exhibit A
Services and Payment for Services

SERVICE ITEM		SERVICE REQUIREMENT
A. MEDICAL COMMAND CENTER & CALL PROCESS REQUIREMENTS		
A.1	Hours of Operation	<input checked="" type="checkbox"/> 24/7 <input checked="" type="checkbox"/> All trips are "urgent/same day"
A.2	Service Area & Geography	<input checked="" type="checkbox"/> State: Colorado <input checked="" type="checkbox"/> City: Pueblo
A.3	MCC Contact Numbers	<input checked="" type="checkbox"/> TBD
A.4	Nurse Licensure Requirements	<input checked="" type="checkbox"/> LVN/LPN and/or RN must be licensed to practice in the State where the patient calls from
A.5	Nurse Call Greeting	<input checked="" type="checkbox"/> See Appendix B
B. SCREENING CRITERIA		
B.1	Inclusions/ Response Determinants	<input checked="" type="checkbox"/> Response Determinants (See Appendix C)
B.2	Exclusions	<input checked="" type="checkbox"/> Life threatening illness or injury <input checked="" type="checkbox"/> Incarcerated and/or under arrest/detained individuals <input checked="" type="checkbox"/> Impaired due to drugs and/or alcohol <input checked="" type="checkbox"/> Pregnancy >20 weeks with pregnancy complaint <input checked="" type="checkbox"/> Homicidal/Suicidal
B.3	NMTARA EMA (See Appendix D)	<input checked="" type="checkbox"/> Requires immediate assistance and ED care
B.3.1	NMTARA 1: Recommend Care within 1 Hour	<input checked="" type="checkbox"/> Refer to Urgent Care Center or TeleHealth
B.3.2	NMTARA 2: Recommend Care within 4 Hours	<input checked="" type="checkbox"/> Refer to Urgent Care Center or Telehealth
B.3.3	NMTARA 3: Recommend Care within 24-Hours	<input checked="" type="checkbox"/> Refer to Urgent Care or Clinic or Telehealth
B.3.4	NMTARA 4: Recommend Care within 5 days, if necessary	<input checked="" type="checkbox"/> Refer to Clinic or PCP
B.4	Requesting Parties	<input checked="" type="checkbox"/> Nurse
B.5	Trip Reasons	<input checked="" type="checkbox"/> Urgent Care <input checked="" type="checkbox"/> Pharmacy
B.6	Eligibility Verification	<input checked="" type="checkbox"/> TBD
B.7	Encounter Data	<input checked="" type="checkbox"/> TBD

C	TRANSPORTATION	
C.1	Non-Emergent Transportation	<input checked="" type="checkbox"/> Lyft <input checked="" type="checkbox"/> BLS Ambulance
C.2	Ride Share Requirements	<input checked="" type="checkbox"/> Patient and additional riders as space permits <input checked="" type="checkbox"/> Riders provide all necessary: car seats, medical equipment <input checked="" type="checkbox"/> Pharmacy stops allowed after clinic visits <input checked="" type="checkbox"/> Return Trips: use rideshare "hot link" or call TBD
D. REPORTING		
D.1	Standard Reporting Package	<input checked="" type="checkbox"/> See Appendix F
D.2	Ad-hoc Reports	<input checked="" type="checkbox"/> 30-business notice is required <input checked="" type="checkbox"/> \$200 charge per hour for development
E. QUALITY		
E.1	Joint Operating Committee (JOC)	<input checked="" type="checkbox"/> Meet regularly to review: accuracy of calls routed to NN, program and overall performance.
E.2	Grievance/Complaint Ratio	<input checked="" type="checkbox"/> Callers may voice complaints verbally to a nurse. <input checked="" type="checkbox"/> Complaints will be sent to TBD
E.3	Patient Satisfaction	<input checked="" type="checkbox"/> Daily callbacks completed within 24 hours of accessing NN <input checked="" type="checkbox"/> Questions See Appendix E

**CONFIDENTIAL INFORMATION
EXHIBIT A1 AND APPENDICES A-F**

EXHIBIT B
COLORADO PUBLIC EMPLOYEES RETIREMENT ASSOCIATION
SUPPLEMENTAL QUESTIONNAIRE TO BE ANSWERED BY
ANY BUSINESS PERFORMING SERVICES FOR THE CITY OF PUEBLO

Pursuant to section 24-51-1101(2), C.R.S., salary or other compensation from the employment, engagement, retention or other use of a person receiving retirement benefits (Retiree) through the Colorado Public Employees Retirement Association (PERA) in an individual capacity or of any entity owned or operated by a PERA Retiree or an affiliated party by the City of Pueblo to perform any service as an employee, contract employee, consultant, independent contractor, or through other arrangements, is subject to employer contributions to PERA by the City of Pueblo. Therefore, as a condition of contracting for services with the City of Pueblo, this document must be completed, signed and returned to the City of Pueblo:

(a) To your knowledge, are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes __, No __. (Must sign below whether you answer "yes" or "no".)

(b) If you answered "yes" to (a) above, please answer the following question: Are you 1) an individual, 2) sole proprietor or partnership, or 3) a business or company owned or operated by a PERA Retiree or an affiliated party? Yes __, No __. If you answered "yes" please state which of the above listed entities (1, 2, or 3) best describes your business: _____.

(c) If you answered "yes" to both (a) and (b), please provide the name, address and social security number of each such PERA Retiree.

_____	_____
Name	Name
_____	_____
Address	Address
_____	_____
Social Security Number	Social Security Number

(If more than two, please attach a supplemental list)

If you answered "yes" to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent contractor of yours who is a PERA Retiree performing services for the City of Pueblo. You further authorize the City of Pueblo to deduct and withhold all such contributions from any moneys due or payable to you by the City of Pueblo under any current or future contract or other arrangement for services between you and the City of Pueblo.

Failure to accurately complete, sign and return this document to the City of Pueblo may result in your being denied the privilege of doing business with the City of Pueblo.

Signed _____, 20 ____.

By: _____
Name: _____
Title: _____

For purposes of responding to question (b) above, an "affiliated party" includes (1) any person who is the named beneficiary or cobeneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation.