



Gilpin Ambulance Authority Board of Directors

Regularly Scheduled Meeting

Wednesday, November 12, 2025

Gilpin County Court House Commissioners Chambers

- 1. Call to Order**
- 2. Roll Call**
- 3. Conflicts of Interest**
- 4. Consideration of Minutes: October 8th, 2025, and special meeting held October 13th, 2025**
- 5. Financial Report**
 - a. Balance Sheet October 2025.
 - b. Profit & Loss Statement: Budget to Actual (01/01/2025-10/31/2025)
 - c. Billing Summary and Accounts Receivable (through October 2025)
 - d. List of Bills (10/01/2025-10/31/2025)
- 6. Administration/Operations Report**
 - a. **Administration Report-Bobby Putnam**
 - i. Budget Progress
 - ii. Action Items
 - iii. Creation of shared drive
 - iv. RFP for billing
 - v. RFP for annual audit
 - vi. RFP for Accountant Services
 - vii. State investigation into a HIPAA complaint
 - b. **Operations Report – Jonathan Link**
 - i. Black Hawk Contract Vehicle Maintenance
 - ii. Vehicle Maintenance Status
 - iii. Adjusted vehicle operations to best maintain our fleet
- 7. Activity Summary**
- 8. Old Business**
 - a. Fraud Update- no new updates.
 - b. Signature Discrepancy Follow Up Report
 - c. Boulder/Clear Creek Responses
 - d. Billing RFP
 - e. South 119 corridor responses
- 9. New Business**
 - a. Forensic Accounting Investigation
 - b. Black Hawk Fleet Maintenance Contract – FY2026
 - c. 2026 Board of Directors calendar for publishing
 - d. Policy and procedure manual update
 - e. Copier Proposal/replacing station printers for FY2026
 - f. Discussion regarding GAA's Emergency Overtime Policy
- 10. Public Hearing regarding the 2026 budget**
 - a. Review and discuss the proposed budget for FY2026
- 11. Action Items**
 - a. Ratify email vote for moving forward with FY2026 Ambulance Billing RFP
 - b. Ratify email vote for moving forward with FY2026 Annual Audit RFP
 - c. Review and vote to approve 2026 fleet maintenance services contract with City of Black Hawk
- 12. Executive Session**
 - a. Executive pursuant to C.R.S. §24-6-402(4)(f) for discussion of a matter

495 Apex Valley Rd.
PO Box 638
Black Hawk, CO 80422



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admin@gilpinambulance.com

related to the Chief recruitment process.

- 13. Public Comment – Limit to 3 minutes
- 14. Board Member Comments
- 15. Next Meeting and Budget Hearing to be held on December 10th at 9:00 AM
- 16. Adjourn Meeting

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Gilpin Ambulance Authority Board of Directors
Regular Meeting Minutes
Wednesday, October 8th, 2025
Gilpin County Court House Commissioners Chambers

Call to Order/Roll Call

The board of director's meeting for the Gilpin Ambulance Authority was called to order at 09:00am

Board members present were Lynnette Hailey, Christopher Woolley, Zane Plsek, Ray Rears, Susan Berumen.

Additions or Amendments to the Agenda

None

Conflict of Interest

None

Consideration of Minutes

A motion was made by Director Hailey to approve the meeting minutes from September 10th, 2025, seconded by Director Woolley. The motioned passed unanimously.

Executive Session

The Board adjourned to Executive Session pursuant to C.R.S. §24-6-402(4)(f) for discussion of a personnel matter related to Cody Carroll, who has been notified of this executive session and has consented to it.

Time was 09:08am.

The board of directors resumed normal session at 10:19am.

Director Hailey advised that Chief Cody Carroll had been placed on administrative leave with pay and a special meeting to discuss the outcome of the administrative leave would be held on October 13th, 2025, at 11:00am at the Gilpin County Courthouse County Commissioners Chambers.

Financial Report

Balance Sheet, P&L, List of Bills

A new/unclear item was noticed on the balance sheet referred to as "questionable accounts". Deputy Chief Putnam was directed to follow up with the accountant and try to determine what that item is.

The board prefers columns ordered as: Budget, Actual, Remaining, and Percentage of Budget; current layout shows Actual before Budget and is confusing.

Monthly report period labels should reflect current YTD (e.g., "January to September," not "January to December" mid-year). Include previous year column as standard; consider legal-size printing to accommodate columns.



DC Putnam asked to clarify previous meeting requests: to reset the budget format to the beginning-of-year structure any new line items should be added in the 2026-year budget

DC Putnam will contact Jolind Davis to assist with resetting the budget format and columns.

The board reaffirmed that once approved, the budget should not change mid-year; no additions or category changes are allowed during the year.

Any informational updates should be provided via memo and used to inform next year's budget planning.

457 plan contributions and loan handling

- concerns were raised about line items for employee 457 contributions, which should be handled via payroll deductions rather than as P&L items.

Revenue Classifications and Refunds

- Training revenue should be recorded under revenue, not offset within training expense lines; similar past misclassification occurred with vehicle repairs.
- Refunds (e.g., overbilling refunds) should be categorized as "other revenue," not as expenses. A "miscellaneous/other revenue" category can be used for small items, with reporting to show breakdowns.

List of Bills - Director Woolley made motion to approve the list of bills for September 2025 with a second from Director Rears. Motion was moved for approval and passed unanimously.

DC Putnam advised that research he has conducted using Sharp Billing's reports, he has found comparative data from January-September 2024 and January-September 2025, the trend found is that Medicare/Medicaid reimbursement is on track, however, commercial insurance is down approximately \$240,000. This seems to be a consistent theme amongst many of our partner agencies. Significant increase in first time denials of claims that are submitted. Trying to determine where the gap is. Is it with GAA or with Sharp Billing or the insurance industry as a whole?

An RFP will be prepared and routed via BidNet; account setup was completed. Templates and adherence to handbook RFP guidelines were requested.

Draft RFP will be sent to the board for review, and an email vote may be used, with ratification at the next meeting to expedite the process.

Ambulance Billing Reporting: The board would prefer they are provided SHARP dashboard summaries (e.g., submissions, billed amounts, collected amounts, percentages, anticipated income) to simplify board review to be included in the next packet. Board members can be granted dashboard access if desired.

New Business

The board has a desire for shared access (e.g., Dropbox/Teams) to internal documents: employee handbook, policies/procedures, historical minutes, board materials.

DC Putnam noted recent issues with multiple versions of policy manuals causing incorrect PTO payouts; centralized repository will help ensure accuracy.

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Proposal: Use a board Dropbox for agendas and packets; send email notifications when updates are posted to avoid excessive emails. DC Putnam will work to institute this request.

The board discussed terminating its agreement with Rocky Mountain Eagle Eye. Director Wooley made a motion to terminate all working relationships with Rocky Mountain Eagle Eye. Director Rears seconded the motion. The motion was approved unanimously.

DC Putnam was directed to send a letter to Rocky Mountain Eagle Eye advising of the termination of the working relationship. Director Rears added that if there was any concern regarding the termination of the contract between GAA and Rocky Mountain Eagle Eye, it should be noted the contract was never properly executed.

Air Gas Oxygen Contract: The board would like to see what GAA has been paying versus the new pay schedule. Also, the board felt seven (7) years was too long of a term. They asked to table this until the November board meeting.

Public Comment

No public present

Board Comments

None

Next Meeting

November 12th, 2025, at 09:00 am.



Gilpin Ambulance Authority Board of Directors
Special Meeting Minutes
Wednesday, October 13th, 2025
Gilpin County Court House Commissioners Chambers

Call to Order/Roll Call

The special meeting of the board of directors for the Gilpin Ambulance Authority was called to order at 11:00am

Board members present were Lynnette Hailey, Christopher Woolley, Zane Plsek, Ray Rears, Susan Berumen.

Executive Session

The Board adjourned to Executive Session pursuant to C.R.S. §24-6-402(4)(f) for discussion of a personnel matter related to Cody Carroll, who has been notified of this executive session and has consented to it.

Cody Carroll was not present for the executive session, for unknown reasons. The Board resumed normal session at 11:13am.

Director Hailey asked if there was a motion to be presented. Director Woolley made the motion to terminate the employment of Chief Cody Carroll based on working outside the Authority without the approval in violation of the appointment agreement, failure to disclose conflict of interest causing injury or damage to the Authority and failure to perform at the standard required of the Chief/Manager. Director Plsek seconded the motion, the motion passed with a unanimous vote of the Board of Directors.

Action Items

Director Hailey discussed utilizing KRW Associates for the search for a new Chief/Manager. She referenced previous amounts paid but suggest it may be lower as all the ask from KRW Associates would be is to post the opening, accept the applications and make sure they meet the requirements set forth. Director will contact Lynn and ask what the cost may be. Director Hailey states she does not have the time currently. Depending on the cost Director Hailey may be able to do it. Director Hailey will reach to the Board via email once she has additional information.

DC Putnam advised he had received follow-up from the accountant Jolind regarding the task of determining what the new category "doubtful accounts" were. Jolind Davis advised that this was accounts from the patient billing side that are expected to NOT pay. Also, known as bad debt. Further work was needed to establish why this was the process/terminology chosen versus bad debt as that is the industry standard.

DC Putnam was asked to send the BOD a draft of the annual audit.

DC Putnam brought up that a concern was present that the accountant Jolind Davis was a friend of Cody Carrolls and that she might attempt to cancel her working relationship with GAA due to the outcome of Cody Carroll's termination. Director Rears asked if we needed accounting services right now. He reiterated he understood we need accounting services but asked if we could find an alternative until a new RFP for accounting services could be executed.



Director Woolley advised that Jolind Davis is “remote” as she lives in Texas and Director Hailey expressed concerns that she is out of state. Director Rears expressed the desire to terminate the agreement with Jolind Davis, GJ Davis Holdings, LLC, as soon as possible, even if it were via an email vote prior to the next meeting. Director Hailey asked that DC Putnam send the agreement between GJ Davis Holdings LLC and GAA to the BOD so they could review the termination clause and seek advice from counsel if needed.

The board discussed giving DC Putnam an annual evaluation. Asked what the process was for other employees. DC Putnam advised that it had been a topic of discussion but there was never a process officially implemented but is prepared to do so.

DC Putnam was given a letter to distribute to the staff, ancillary response agencies and vendors advising that Cody Carroll no longer was employed by the GAA.

The board advised that DC Putnam would work with Director Hailey and Woolley in the interim to complete the budget and continue in his role as DC. Captain Link was asked to help oversee day-to-day operations while DC Putnam focused on the budget and other administrative duties until a new Chief is selected.

Director Woolley asked if there were any attempts by Cody Carroll and Jolind Davis to project the increase in health benefits and the potential increase in auto insurance in the projected 2026 budget. DC Putnam advised it did not appear so.

Director Rears suggested that the amount current employees contribute to health insurance be reevaluated to see if there is significant change in GAA’s cost.

Director Woolley asked if offering a single benefit provider would be more affordable. Director Rears states he had looked at a comparison and the difference was so insignificant he felt it was ok to continue to offer the options of UMR and Kaiser.

DC Putnam was asked to implement the employee annual appraisal by the end of the 1st quarter of 2026.

Director Hailey advised that a final budget had to be adopted by December 15th, 2026, and hopes that could be accomplished at the November 12th board meeting. If supplemental action is needed during 2026 regarding the budget it could be addressed, then.

DC Putnam was directed to publish the budget hearing announcement in the newspapers and to work with counsel if help was needed.

DC Putnam was asked by Director Rears to attempt to have Cody Carroll return items owned by GAA.

Public Comment

No public present

Board Comments

None

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Next Meeting

November 12th, 2025, at 09:00 am.

Balance Sheet

Gilpin Ambulance Authority

As of October 31, 2025

DISTRIBUTION ACCOUNT	TOTAL
Assets	
Current Assets	
Bank Accounts	
BOK EFT account	500,636.53
BOK HRA Account Restricted	17,991.86
BOK Operating Account	\$300,811.60
Restricted for Capital	0.00
Total for BOK Operating Account	\$300,811.60
BOK Supply Account	190.15
Total for Bank Accounts	\$819,630.14
Accounts Receivable	
Accounts Receivable	\$731,936.68
Allowance for Doubtful Accounts	-209,642.50
Total for Accounts Receivable	\$522,294.18
Total for Accounts Receivable	\$522,294.18
Other Current Assets	
AR Adj to cash basis Asset	0.00
Due from other entities	0.00
Inventory Asset	13,115.02
Prepaid Expenses	\$3,873.68
Capital	0.00
Total for Prepaid Expenses	\$3,873.68
Undeposited Funds	0.00
Total for Other Current Assets	\$16,988.70
Total for Current Assets	\$1,358,913.02
Fixed Assets	
Accumulated Depreciation	-889,199.00
Construction in Progress	0.00
Vehicles and Equipment	1,888,335.57
Total for Fixed Assets	\$999,136.57
Other Assets	
Amortization of Right to Use Lease	0.00
Right to Use Lease Asset	0.00
Total for Other Assets	\$0.00
Total for Assets	\$2,358,049.59

Balance Sheet

Gilpin Ambulance Authority

As of October 31, 2025

DISTRIBUTION ACCOUNT	TOTAL
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	-59.00
Accounts Payable (A/P)	15,988.97
Total for Accounts Payable	\$15,929.97
Credit Cards	
Credit Card at Elan Financial	95.95
Fuel	-4,111.25
Ramp Credit Card	4,695.95
Total for Credit Cards	\$680.65
Other Current Liabilities	
Accrued Expenses	16,397.21
Accrued PTO	65,592.43
Accrued wages	87,999.14
HRA liability	31,491.53
Payroll Tax Liability	-5,062.35
Total for Other Current Liabilities	\$196,417.96
Total for Current Liabilities	\$213,028.58
Long-term Liabilities	
Lease Liability	0.00
Lease Purchase Liability	93,567.95
Total for Long-term Liabilities	\$93,567.95
Total for Liabilities	\$306,596.53
Equity	
Investment in Fixed Assets	\$596,625.66
Capital Outlay	0.00
Total for Investment in Fixed Assets	\$596,625.66
Reserve for Capital Improvement	0.00
Retained Earnings	1,190,218.65
Net Income	264,608.75
Total for Equity	\$2,051,453.06
Total for Liabilities and Equity	\$2,358,049.59

Bill Payment List

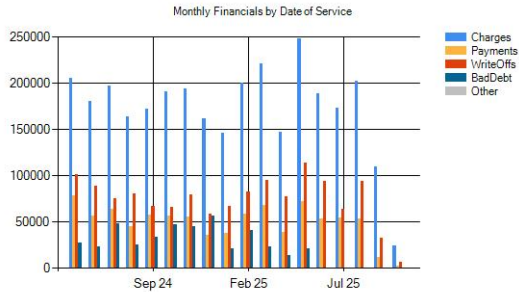
Gilpin Ambulance Authority

October 1-31, 2025

DATE	NUM	VENDOR	AMOUNT
BOK Operating Account			
10/08/2025	1A80LSJ4	CEBT	-23,720.20
10/07/2025	9011	Anthem Blue Cross and Blue Shield	-875.68
10/07/2025	9012	Plains to Peaks	-300.00
10/07/2025	9013	Diversified Body & Paint Shop	-444.40
10/07/2025	9014	COTIVITI	-182.09
10/08/2025	9015	COTIVITI	-2,533.64
10/16/2025		Lexipol	-1,628.43
10/01/2025		Bound Tree Medical, LLC	-694.92
10/01/2025		Bound Tree Medical, LLC	-105.90
10/01/2025		Bound Tree Medical, LLC	-937.89
10/01/2025		Bound Tree Medical, LLC	-135.50
10/01/2025		Bound Tree Medical, LLC	-634.08
10/01/2025		Bound Tree Medical, LLC	-373.11
10/01/2025		Bound Tree Medical, LLC	-742.85
10/01/2025		Bound Tree Medical, LLC	-34.23
10/01/2025		Bound Tree Medical, LLC	-502.72
10/01/2025		Bound Tree Medical, LLC	-369.83
10/01/2025		Bound Tree Medical, LLC	-5.94
10/01/2025		Bound Tree Medical, LLC	-227.10
10/01/2025		Bound Tree Medical, LLC	-11.59
10/03/2025		Collins Cole Flynn Winn & Ulmer, PLLC	-2,743.96
10/15/2025		GJ Davis Legacy Holdings, LLC	-2,000.00
10/15/2025		Bound Tree Medical, LLC	-378.42
10/15/2025		Bound Tree Medical, LLC	-8.38
10/16/2025		Bound Tree Medical, LLC	-715.69
10/16/2025		Bound Tree Medical, LLC	-258.44
10/22/2025		Collins Cole Flynn Winn & Ulmer, PLLC	-3,100.00
10/22/2025		Collins Cole Flynn Winn & Ulmer, PLLC	-6,458.00
10/22/2025		Collins Cole Flynn Winn & Ulmer, PLLC	-4,672.00
Total for BOK Operating Account			-\$54,794.99
TOTAL			-\$54,794.99



Dashboard

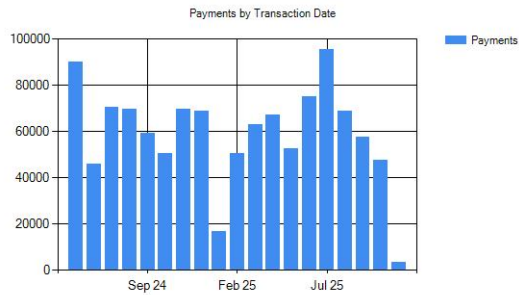


Monthly Financials By Date of Service (Detail)

Month	Trips	Charges	Payments	Write Offs	Bad Debt	Other	Avg Pmt	Pmt %	Gross %
May 24	82	\$205,764.25	\$77,721.79	\$100,784.04	\$26,770.29	\$0.00	\$947.83	37.77%	86.75%
Jun 24	71	\$179,841.02	\$56,461.04	\$88,317.10	\$23,104.91	\$0.00	\$795.23	31.39%	80.50%
Jul 24	78	\$196,791.63	\$63,889.41	\$75,471.73	\$47,597.61	\$0.00	\$819.10	32.47%	70.82%
Aug 24	66	\$163,624.78	\$44,661.65	\$79,970.86	\$25,151.01	\$0.00	\$676.69	27.30%	76.17%
Sep 24	70	\$171,557.78	\$57,459.28	\$66,868.36	\$33,211.40	\$0.00	\$820.85	33.49%	72.47%
Oct 24	78	\$190,659.82	\$56,355.50	\$65,852.15	\$46,995.67	\$0.00	\$722.51	29.56%	64.10%
Nov 24	78	\$194,132.29	\$55,689.76	\$78,862.09	\$45,260.69	\$0.00	\$713.97	28.69%	69.31%
Dec 24	65	\$161,881.47	\$35,655.61	\$58,597.93	\$56,061.29	\$0.00	\$548.55	22.03%	58.22%
Jan 25	55	\$145,342.48	\$37,165.61	\$66,965.25	\$20,854.72	\$0.00	\$675.74	25.57%	71.65%
Feb 25	75	\$199,915.18	\$58,218.97	\$82,271.42	\$40,636.66	\$0.00	\$776.25	29.12%	70.27%
Mar 25	85	\$220,952.54	\$67,481.86	\$95,065.55	\$22,975.49	\$0.00	\$793.90	30.54%	73.57%
Apr 25	56	\$147,086.89	\$38,473.32	\$76,981.02	\$13,773.11	\$0.00	\$687.02	26.16%	78.49%
May 25	94	\$247,807.45	\$71,846.57	\$113,685.79	\$20,314.97	\$0.00	\$764.33	28.99%	74.87%
Jun 25	72	\$188,596.77	\$53,632.42	\$94,010.08	\$0.00	\$0.00	\$744.89	28.44%	78.28%
Jul 25	66	\$173,125.44	\$53,641.15	\$63,738.16	\$0.00	\$0.00	\$812.74	30.98%	67.80%
Aug 25	77	\$202,144.27	\$52,738.94	\$93,884.75	\$0.00	\$0.00	\$684.92	26.09%	72.53%
Sep 25	43	\$109,824.32	\$11,361.20	\$32,004.53	\$0.00	\$0.00	\$264.21	10.34%	39.49%
Oct 25	9	\$23,551.01	\$1,876.27	\$5,916.68	\$0.00	\$0.00	\$208.47	7.97%	33.09%

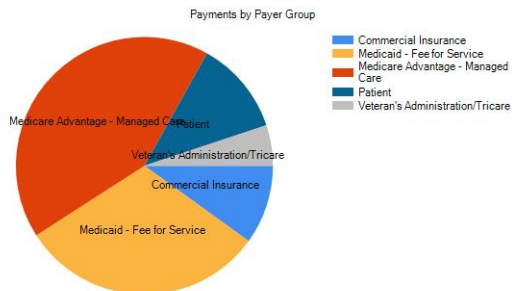
Payments by Transaction Date (Detail)

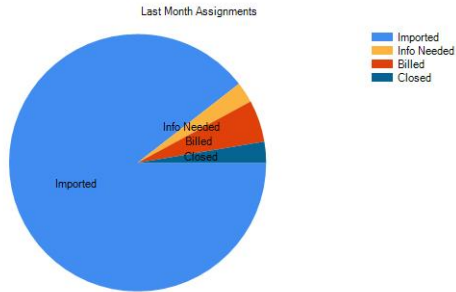
Month	Payments
May 24	\$90,226.17
Jun 24	\$45,836.76
Jul 24	\$70,442.88
Aug 24	\$69,793.15
Sep 24	\$59,139.57
Oct 24	\$50,276.36
Nov 24	\$69,706.40
Dec 24	\$68,716.17
Jan 25	\$16,785.51
Feb 25	\$50,429.21
Mar 25	\$62,793.76
Apr 25	\$67,052.48
May 25	\$52,591.19
Jun 25	\$74,949.72
Jul 25	\$95,609.65
Aug 25	\$68,727.14
Sep 25	\$57,484.08
Oct 25	\$47,565.91
Nov 25	\$3,219.84



MTD Payments by Payer Group for Nov 25

Payer Group	Payments	Pay %	Prev Month	Prev %	2nd Month	2nd %
Auto Insurance	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
Commercial Insurance	\$320.17	9.94%	\$20,498.71	43.10%	\$21,907.85	38.11%
Medicaid - Fee for Service	\$996.95	30.96%	\$3,447.58	7.25%	\$7,206.65	12.54%
Medicaid Managed Care	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
Medicare	\$0.00	0.00%	\$4,325.93	9.09%	\$6,414.79	11.16%
Medicare Advantage - Managed Care	\$1,358.42	42.19%	\$3,955.96	8.32%	\$5,524.95	9.61%
Patient	\$380.00	11.80%	\$13,795.57	29.00%	\$14,298.94	24.87%
Veteran's Administration/Tricare	\$164.30	5.10%	\$0.00	0.00%	\$642.38	1.12%
Workers Comp	\$0.00	0.00%	\$1,542.16	3.24%	\$1,488.52	2.59%
Total	\$3,219.84	100.00%	\$47,565.91	100.00%	\$57,484.08	100.00%



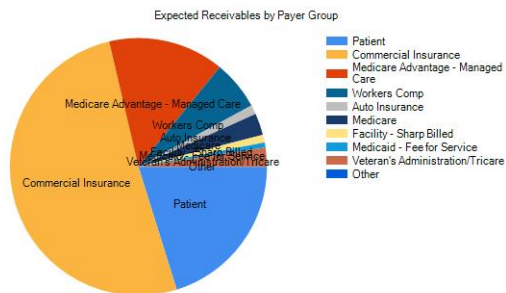


Daily Assignments by Date of Service

Date of Service	Imported	Coding	Info Needed	Supervisor	Pending Bill	Billed	Closed	Do Not Bill	Total
11/4/2025	2	0	0	0	0	0	0	0	2
11/2/2025	2	0	0	0	0	0	0	0	2
10/31/2025	2	0	0	0	0	0	0	0	2
10/29/2025	2	0	0	0	0	0	0	0	2
10/28/2025	1	0	0	0	0	0	0	0	1
10/27/2025	2	0	0	0	0	0	0	0	2
10/26/2025	1	0	0	0	0	0	0	0	1
10/25/2025	3	0	0	0	0	0	0	0	3
10/24/2025	2	0	0	0	0	0	0	0	2
10/22/2025	2	0	0	0	0	0	0	0	2
10/21/2025	1	0	0	0	0	0	0	0	1
10/18/2025	1	0	0	0	0	0	0	0	1
10/17/2025	1	0	0	0	0	1	0	0	2
10/16/2025	1	0	0	0	0	0	0	0	1
10/14/2025	2	0	0	0	0	0	1	0	3
10/13/2025	0	0	1	0	0	0	0	0	1
10/12/2025	0	0	0	0	0	1	0	0	1
10/11/2025	2	0	0	0	0	0	0	0	2
10/10/2025	2	0	0	0	0	0	0	0	2
10/8/2025	2	0	0	0	0	0	0	0	2
10/7/2025	3	0	0	0	0	0	0	0	3

Rolling 12 Months Assignments by Date of Service

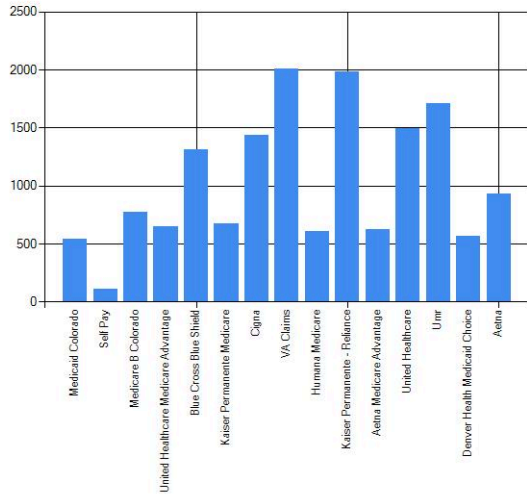
Assignment	Nov 25	Oct 25	Sep 25	Aug 25	Jul 25	Jun 25	May 25	Apr 25	Mar 25	Feb 25	Jan 25	Dec 24	Nov 24
Imp - Match	0	9	1	0	0	0	0	0	0	0	0	0	0
Imp - New	4	26	2	0	0	0	0	0	0	0	0	0	0
Bad Address	0	0	0	2	2	1	3	0	1	1	0	1	2
Coding Needs Info	0	1	3	0	0	2	0	0	0	0	0	0	0
Collections - Bad Address	0	0	1	0	2	4	1	1	2	0	0	1	0
Cov Detection Bad Addr	0	0	0	0	3	0	3	0	0	1	3	1	0
Denials - Pending	0	0	0	1	0	0	0	0	0	0	0	0	0
QA - Pending	0	0	0	0	0	0	0	2	1	0	0	0	0
Refunds - Need to Send to Provider	0	0	0	0	0	0	1	0	0	0	0	0	0
Refunds - Request sent to Provider	0	0	0	0	0	0	1	0	2	1	0	0	0
Waiting Hospital	0	0	2	0	0	0	0	0	0	0	0	0	0
Billed	0	6	25	30	24	19	20	6	15	8	8	5	4
Closed	0	2	11	44	35	46	65	47	64	64	44	57	72
DNB Open	0	0	0	0	0	0	0	0	0	0	0	1	1
Totals	4	44	45	77	66	72	94	56	85	75	55	66	79



Outstanding Receivables

Payer Group	Receivables	Exp Coll %	Exp WOs	Exp Receivables
Patient	\$321,439.45	5.29%	\$304,425.98	\$17,013.47
Commercial Insurance	\$79,901.15	53.99%	\$36,765.08	\$43,136.07
Medicare Advantage - Managed Care	\$51,924.24	23.65%	\$39,642.29	\$12,281.95
Workers Comp	\$24,980.97	20.89%	\$19,761.60	\$5,219.37
Auto Insurance	\$12,895.63	7.57%	\$11,919.78	\$975.85
Medicare	\$7,584.91	30.43%	\$5,276.84	\$2,308.07
Facility - Sharp Billed	\$5,177.11	15.67%	\$4,365.68	\$811.43
Medicaid - Fee for Service	\$2,594.97	21.00%	\$2,049.98	\$544.99
Veteran's Administration/Tricare	\$2,348.23	85.84%	\$332.55	\$2,015.68
Other	\$1,802.00	0.00%	\$1,802.00	\$0.00
Total	\$510,648.66	16.51%	\$426,341.78	\$84,306.88

Top Payer Average Payment - 6 to 12 months



Top Payer Payment - 6-12 months DOS

Payer	Charges	Payments	Tickets	Average Payment
Medicaid Colorado	\$246,091.15	\$51,916.34	96	\$540.80
Self Pay	\$194,902.42	\$8,448.14	78	\$108.31
Medicare B Colorado	\$107,729.89	\$31,729.86	41	\$773.90
United Healthcare Medicare Advantage	\$91,051.56	\$22,838.06	35	\$652.52
Blue Cross Blue Shield	\$71,973.32	\$35,405.34	27	\$1,311.31
Kaiser Permanente Medicare	\$52,808.66	\$13,471.99	20	\$673.60
Cigna	\$31,390.97	\$17,253.18	12	\$1,437.77
VA Claims	\$26,935.16	\$20,058.83	10	\$2,005.88
Humana Medicare	\$26,461.28	\$6,055.07	10	\$605.51
Kaiser Permanente - Reliance	\$20,523.50	\$15,848.32	8	\$1,981.04
Aetna Medicare Advantage	\$20,366.78	\$4,986.36	8	\$623.29
United Healthcare	\$18,050.14	\$10,459.38	7	\$1,494.20
Umr	\$17,249.38	\$10,271.57	6	\$1,711.93
Denver Health Medicaid Choice	\$16,489.70	\$3,402.54	6	\$567.09
Aetna	\$13,192.12	\$4,672.39	5	\$934.48

Gilpin Ambulance Authority
Budget vs. Actuals: Budget_FY25_P&L - FY25 P&L
January - October, 2025

	Total			
	Budget	Actual	over Budget	% of Budget
Income				
Beginning Funds Available	524,195.00		-524,195.00	0.00%
Call Revenue			0.00	
Collections-derived payments	12,000.00	20,526.89	8,526.89	171.06%
Income Patient and Insurance	462,000.00	552,414.38	90,414.38	119.57%
Medicare-derived payments	126,000.00	44,844.93	-81,155.07	35.59%
Total Call Revenue	\$ 600,000.00	\$ 617,786.20	\$ 17,786.20	102.96%
Contributions			0.00	
IGA Black Hawk	353,736.70	353,736.70	0.00	100.00%
IGA Central City	107,980.00	107,980.00	0.00	100.00%
IGA Gilpin County	496,400.00	496,400.00	0.00	100.00%
Total Contributions	\$ 958,116.70	\$ 958,116.70	\$ 0.00	100.00%
Grant Revenue			0.00	
Colorado EMTS Grants	73,390.00	152,920.87	79,530.87	208.37%
DOLA Grant Revenue	1,126,416.00	1,126,416.00	0.00	100.00%
Other grant revenue		10,727.08	10,727.08	
Total Grant Revenue	\$ 1,199,806.00	\$ 1,290,063.95	\$ 90,257.95	107.52%
Other Revenue			0.00	
CAID Supplemental		247,862.59	247,862.59	
Other Revenue		31,085.43	31,085.43	
Sale of Vehicles	5,000.00	7,500.00	2,500.00	150.00%
Total Other Revenue	\$ 5,000.00	\$ 286,448.02	\$ 281,448.02	5728.96%
Total Income	\$ 3,287,117.70	\$ 3,152,414.87	-\$ 134,702.83	95.90%
Gross Profit	\$ 3,287,117.70	\$ 3,152,414.87	-\$ 134,702.83	95.90%
Expenses				
Administration			0.00	
Accounting - Audit	8,333.30	6,900.00	-1,433.30	82.80%
Accounting - Contract Services	20,000.00	18,575.00	-1,425.00	92.88%
Legal	8,333.30	58,140.96	49,807.66	697.69%
Other			0.00	
Bank Service Charges		4,477.40	4,477.40	
Discretionary	2,083.30	1,835.55	-247.75	88.11%
Employee Recognition & Retention	8,333.30	1,691.02	-6,642.28	20.29%
Licensing/Memberships	5,416.70	1,728.98	-3,687.72	31.92%
Professional Services	7,500.00	8,676.28	1,176.28	115.68%
Total Other	\$ 23,333.30	\$ 18,409.23	-\$ 4,924.07	78.90%

Reimbursable Expenses	567.07		567.07		
Total Administration	\$	59,999.90	\$	102,592.26	\$ 42,592.36 170.99%
Capital Expenditures					0.00
Ambulance Lease		55,668.30		50,141.26	-5,527.04 90.07%
Ambulance purchase		0.00			0.00
Capital (misc)		135,316.70		186,951.50	51,634.80 138.16%
Equipment Lease		27,052.50		32,462.60	5,410.10 120.00%
Total Capital Expenditures	\$	218,037.50	\$	269,555.36	\$ 51,517.86 123.63%
Operations and Maintenance					0.00
Communications R&M		4,166.70		9,383.41	5,216.71 225.20%
Crew Quarters supplies		10,000.00		6,896.27	-3,103.73 68.96%
Disposable Medical Supplies		41,666.70		39,387.82	-2,278.88 94.53%
Durable Medical Equipment		5,000.00		9,607.45	4,607.45 192.15%
Office Supplies/Postage/Fees		5,000.00		5,025.17	25.17 100.50%
Credit Card fees				5,697.34	5,697.34
Total Office Supplies/Postage/Fees	\$	5,000.00	\$	10,722.51	\$ 5,722.51 214.45%
Property Lease		66,328.30		71,560.27	5,231.97 107.89%
Property Liability Insurance		28,333.30		34,454.75	6,121.45 121.61%
Property Maintenance		16,666.70		3,599.87	-13,066.83 21.60%
Public Education/PR		6,666.70		1,211.25	-5,455.45 18.17%
Safety Gear		2,500.00		1,398.41	-1,101.59 55.94%
Service Contracts/Equip Lease		59,234.20		38,354.69	-20,879.51 64.75%
Technology/Hardware/Software		10,000.00		43,381.76	33,381.76 433.82%
Telephone/TV/Internet		12,083.30		11,795.11	-288.19 97.61%
Training		55,000.00		34,781.97	-20,218.03 63.24%
Uniforms		16,666.70		21,652.74	4,986.04 129.92%
Utilities		6,666.70		4,668.61	-1,998.09 70.03%
Vehicle expense					0.00
Fuel		29,166.70		16,916.65	-12,250.05 58.00%
Insurance		20,833.30		41,322.70	20,489.40 198.35%
Tires		6,666.70		6,299.82	-366.88 94.50%
Vehicle Maintenance		45,000.00		67,537.27	22,537.27 150.08%
Vehicle Repair				32,592.64	32,592.64
Total Vehicle expense	\$	101,666.70	\$	164,669.08	\$ 63,002.38 161.97%
Total Operations and Maintenance	\$	447,646.00	\$	507,525.97	\$ 59,879.97 113.38%
Personnel Expense					0.00
Employee Benefits and Payroll				9,148.00	9,148.00
457(b) Admin Fees		2,916.70		1,427.48	-1,489.22 48.94%
457(b) Employee Contribution				-9,144.56	-9,144.56
457(b) Employer Match		100,836.70		56,053.30	-44,783.40 55.59%

457(b) Loan		-2,246.30	-2,246.30	
Benefits HRA	23,000.00	11,213.86	-11,786.14	48.76%
Benefits Life AD& D STD LTD	12,268.30	7,587.20	-4,681.10	61.84%
Employee Wellness	4,166.70	292.61	-3,874.09	7.02%
Health Insurance	207,920.00	21,347.00	-186,573.00	10.27%
Dental Ins		-1,057.99	-1,057.99	
Medical Ins		176,248.13	176,248.13	
Other		3,167.45	3,167.45	
Vision Ins		-151.82	-151.82	
Total Health Insurance	\$ 207,920.00	\$ 199,552.77	-\$ 8,367.23	95.98%
Payroll & Unemployment Taxes	147,960.80	114,460.49	-33,500.31	77.36%
Payroll Service Fees	5,833.30	9,361.70	3,528.40	160.49%
Worker's Comp	53,914.20	79,385.00	25,470.80	147.24%
Total Employee Benefits and Payroll	\$ 558,816.70	\$ 477,091.55	-\$ 81,725.15	85.38%
Salaries			0.00	
Employee Bonuses		524.48	524.48	
Holiday stipends	6,250.00	5,215.60	-1,034.40	83.45%
PTO	127,523.30	33,821.43	-93,701.87	26.52%
Salaries Admin	208,764.20	192,873.26	-15,890.94	92.39%
Salaries Field Staff	1,289,413.30	1,191,733.30	-97,680.00	92.42%
Total Salaries	\$ 1,631,950.80	\$ 1,424,168.07	-\$ 207,782.73	87.27%
Total Personnel Expense	\$ 2,190,767.50	\$ 1,901,259.62	-\$ 289,507.88	86.79%
Unapplied Cash Bill Payment Expense		12,432.47	12,432.47	
Uncategorized Expenses		94,440.44	94,440.44	
Total Expenses	\$ 2,916,450.90	\$ 2,887,806.12	-\$ 28,644.78	99.02%
Net Operating Income	\$ 370,666.80	\$ 264,608.75	-\$ 106,058.05	71.39%
Net Income	\$ 370,666.80	\$ 264,608.75	-\$ 106,058.05	71.39%

Wednesday, Nov 05, 2025 04:00:39 PM GMT-8 - Cash Basis

Gilpin Ambulance Authority - October 2025 Responses
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Zone	Run Type	October 2025	YTD
Boulder County	Emergency Response (Mutual Aid)	4	41
Clear Creek County	Emergency Response (Mutual Aid)	2	32
	Standby	7	56
	Total	13	129

Zone	Oct-25
Black Hawk (Gaming)	75
Black Hawk (Non-Gaming)	7
Central City (Gaming)	4
Central City (Non-Gaming)	7
Gilpin County (Gaming)	1
Gilpin County (Non-Gaming)	27
Gilpin County (SOI)	1
Jefferson County	0
Other (listed zones not applicable)	0
Total Responses	122

495 Apex Valley Rd.
PO Box 638
Black Hawk, CO 80422



Main: (303) 582-5499
Fax: (303) 582-3390
admin@gilpinambulance.com

2026 Board of Directors Meeting Calendar for Review and Approval

495 Apex Valley Rd.
PO Box 638
Black Hawk, CO 80422



Main: (303) 582-5499
Fax: (303) 582-3390
admin@gilpinambulance.com

Gilpin Ambulance Authority Board of Directors Regularly Scheduled Meetings for 2026

All regularly scheduled meetings of the Gilpin Ambulance Authority Board of Directors will be held at the Gilpin County Courthouse – Commissioners Chambers, starting at 09:00am, unless noted otherwise.

January 14th, 2026

February 11th, 2026

March 11th, 2026

April 8th, 2026

May 13th, 2026

June 10th, 2026

July 8th, 2026

August 12th, 2026

September 9th, 2026

October 14th, 2026

November 11th, 2026 (Veteran's Day)

December 9th, 2026

Time Off

The Authority acknowledges the importance of employees having time for rest and rejuvenation. Additionally, situations may arise when an illness either of the employee or a family member prevents or discourages attendance at work. Employees may also need to address personal matters, participate in religious or cultural observances, attend school events, or engage in other meaningful activities. To support these needs, the Authority offers Paid Time Off (PTO) for full-time employees, which accrues as follows:

1. Only regular, Full-Time Employees are provided with Paid Time Off (PTO). PTO is intended as a time for employees to rest, relax, spend time with family and friends, pursue their own interests, for illnesses and injuries, and for all reasons listed in Section 12.
2. PTO is tracked in hours, not a dollar amount.
3. PTO will be paid out at the applicable rate as if the hours had been worked. However, PTO shall not result in overtime payment beyond the built-in overtime in a shift employee's regular schedule.
4. PTO shall not be used in advance of its accrual.
5. PTO Records will be maintained using the payroll software in use by the Authority.
6. Requests for PTO shall be submitted in advance to the employee's Supervisor unless circumstances beyond the employee's control, such as illness, preclude advance notice. The request shall include the date(s), reason for, and probable duration of the absence. Every employee shall be allowed to take PTO as staffing and workload of the Authority allow. No employee shall lose any PTO to which they are entitled when Authority operations require the employee's presence on the job. No employee shall be permitted to waive PTO to receive extra compensation.
7. In cases of conflicting PTO requests, priority will be given to the employee who submitted their request earliest.
8. PTO may be cashed out only in extreme circumstances with approval from the Chief and is cashed out at a 2:1 ratio.
9. All accrued PTO is paid out upon an employee's voluntary or involuntary departure from the Authority.

10. Accrual

- 10.1.** Full-time, NON-EXEMPT employees will accrue PTO per pay period based on their years of service with Gilpin Ambulance Authority.

Full Years of Service	Hours Per Pay Period	Annual Accrual Hours Total/Maximum	24-Hour-Days Equivalent
0 to 1 year	8.31	216	9
1 to 5 years	9.24	240	10
5 or more years	10.16	264	11

- 10.2.** Full-time, EXEMPT employees will accrue PTO per pay period based on their years of service with Gilpin Ambulance Authority.

Full Years of Service	Hours Per Pay Period	Annual Accrual Hours Total/Maximum	40-Hour-Weeks Equivalent
0 to 1 year	6.92	180	4.5
1 to 5 years	7.7	200	5
5 or more years	8.5	220	5.5

- 10.3.** Employees who separate from the Authority and later return shall accrue PTO at the rate based on their most recent hire or change of status date.
- 10.4.** Employees who have given notice of separation from the Authority are not eligible to use PTO during the notice period. This includes employees who have given notice of intent to move to PRN status.
- 10.5.** Once employees have reached the maximum number of hours accrued per year, they will stop accruing PTO until it is used. All unused PTO will carry over to the following year, but the employee will not accrue hours over their annual maximum. The employee's annual maximum will change on their anniversary at the employment durations mentioned in Section 9.1 or 9.2 of this policy.

11. Sick Leave for Full-Time Field Employees

- 11.1.** Full-time, non-exempt employees will be awarded 48 hours of sick leave at the beginning of each calendar year. Full-time, exempt employees will be awarded 16 hours of sick leave at the beginning of each calendar year. Employees who begin work during the year will receive a prorated amount based on their start date. Unused sick leave hours will not carry over to the following year.
- 11.2.** Sick leave is not paid out upon an employee's departure from the Authority.
- 11.3.** Sick leave may be used for an employee's health needs or the health needs of a family member as shown in Section 12 below.

12. Sick Leave for Part-Time and (PRN) Employees

- 12.1.** All PRN and part-time employees accumulate paid sick time at the rate of 1 hour per 30 hours worked, up to 48 hours in a year. Once an employee reaches the maximum accrual, sick leave time will cease to accrue. The employee will begin to accrue sick leave again at the point when sick leave is taken and thus reduces the accrued sick leave balance below the maximum. Unused sick hours will be carried over from year to year up to 48 hours.

- 12.2.** Part-time employees begin accruing sick leave upon hire. An employee will not receive extra pay or extra time off for unused sick leave. Paid sick time will not be used in the calculation of overtime.
- 12.3.** It is the employee's responsibility to notify their supervisor directly each day before the start of their shift when using sick leave. Also, they must let the supervisor know when expected to return to work, if known. Please check with your supervisor regarding specific call-in procedures and timing.

13. Use of Sick Leave

Paid sick leave may be used when:

- 13.1.** An employee has a mental or physical illness, injury, or health condition that prevents them from working;
- 13.2.** An employee needs to get preventive medical care, or to get a medical diagnosis, care, or treatment, of any mental or physical illness, injury, or health condition;
- 13.3.** An employee needs to care for a family member who has a mental or physical illness, injury, or health condition or who needs the sort of care listed in Section 12.2;
- 13.4.** The employee or the employee's family member has been a victim of domestic abuse, sexual assault, or harassment, and the use of leave is to seek related medical attention, mental health care or other counseling, victim services (including legal services), or relocation;
- 13.5.** Due to a public health emergency, a public official has ordered the closure of either (A) the employee's place of business, or (B) the school or place of care of the employee's child, and the employee needs to be absent from work to care for the child;
- 13.6.** An employee needs to care for a family member whose school or place of care has been closed due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected occurrence or event that results in the closure of the family member's school or place of care;
- 13.7.** An employee needs to grieve, attend funeral services or a memorial, or deal with financial and legal matters that arise after the death of a family member;
- 13.8.** An employee needs to evacuate the employee's place of residence due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected occurrence or event.

14. Military Leave

- 14.1.** Full-time employees who are members of the National Guard or reserve forces are entitled to military leave without loss of pay, benefits or status for the equivalent of three weeks of work based on the employee's regular work schedule each year while they are engaged in training or other service under orders. Any employee who is required to continue in military service beyond the time allowed for military leave shall be afforded leave without pay for the duration of their service and shall be reinstated to full employment rights upon separation from military service as required by law, provided they report to the Authority for work within 90 days from such separation. Accrued PTO may be used for any portion of an employee's military leave.
- 14.2.** When circumstances permit, employees taking military leave shall submit a written request for leave at least 30 days in advance of the time they are scheduled for active duty or training.

15. Administrative Leave

Employees may be placed on administrative leave with or without pay when possible disciplinary action is under consideration, when the employee has been charged with serious criminal misconduct, or under such other circumstances as deemed necessary by the Authority. Employees placed on administrative leave will be advised of the reason for the leave and, if possible, the probable duration of the leave.

16. Maternity/Paternity Leave

Childbirth and disabling conditions arising from pregnancy are regarded by the Authority in the same manner as any other physical condition or disability. Because it can reasonably be expected that pregnancy will necessitate an employee's absence from work at some point in time, employees are expected to notify their supervisors promptly when pregnancies become known in order to allow for work accommodations and scheduling.

17. Public Health Emergency Leave.

If a public health emergency is declared, the Authority will provide each full-time employee with 80 hours of paid public health emergency leave and each part-time or temporary employee with the greater of either the amount of time the employee is scheduled to work in a 14-day period, or the amount of time the employee actually works on average in a 14 day-period.

18. Use of Public Health Emergency Leave.

18.1. Public health emergency leave may be used only for the following purposes:

For the employee to:

- 18.1.1.** Self-isolate when diagnosed with a communicable illness that is the cause of a public health emergency;
- 18.1.2.** Self-isolate when experiencing symptoms of a communicable illness that is the cause of a public health emergency;
- 18.1.3.** Seek medical care, diagnosis, or treatment when experiencing symptoms of a communicable illness that is the cause of the public health emergency; or
- 18.1.4.** Seek preventative care concerning a communicable illness that is the cause of the public health emergency.

18.2. For the employee to care for a family member who:

- 18.2.1.** Is self-isolating when diagnosed with a communicable illness that is the cause of a public health emergency;
- 18.2.2.** Is self-isolating when experiencing symptoms of a communicable illness that is the cause of a public health emergency;

18.2.3. Needs medical care, diagnosis, or treatment when experiencing symptoms of a communicable illness that is the cause of the public health emergency.

18.3. If the employee or the employee's family member's presence on the job or in the community would jeopardize the health of others because of exposure to the communicable illness or because of symptoms of the communicable illness, regardless of whether the employee or the employee's family member has been diagnosed with such illness.

18.4. To care for a child or other family member when the childcare provider is unavailable or if the school or place of care is closed due to the public health emergency (even if remote instruction is being provided); or

18.5. If the employee is unable to work because of a health condition that may increase susceptibility to the communicable illness that is the cause of the public health emergency.

18.6. Employees may use public health emergency leave until four (4) weeks after the official termination or suspension of the emergency. Employees are eligible to receive supplemental public health emergency leave once during the entirety of a public health emergency, even if the emergency is extended, restated, or prolonged.

19. Approval and Scheduling of Public Health Emergency Leave.

When the need to use public health emergency leave is foreseeable, employees are to notify their supervisor as soon as practicable of the need to use it.

20. No Payment of Public Health Emergency Leave upon Separation of Employment.

Upon separation of employment from the Authority for any reason, an employee's unused, supplemental public health emergency leave time will not be paid to the employee.

21. Unpaid Leave

21.1. Any leave hours requested and authorized for an employee who does not have sufficient accrued PTO shall be unpaid hours of leave. Unpaid leave is subject to advance approval of the Chief or the President of the Board in the case of a request from the Chief.

21.2. Employees are required to exhaust PTO before requesting unpaid leave. If sufficient PTO is not available, employees may be granted unpaid leave on such terms and conditions as may be permitted by the Authority in its discretion.

21.3. Employees shall not earn any PTO for any pay period for which they are on unpaid leave of absence for more than 50% of the pay period (no prorating of PTO will be allowed). Employees on unpaid leave are eligible to receive group insurance benefits, if any, upon their timely payment of their portion of the prorated employer and employee-appropriate premiums. Any unpaid leave of absence days will be added to the employee's employment anniversary date and a new employment anniversary date will be established for purposes of the employee's review and wage and benefit evaluations.

21.4. The unpaid leave policy is intended to provide extra days of leave for unforeseen medical or family emergencies and is not intended to be a means to request additional vacation days. Abuse of this policy is subject to disciplinary action including, but not limited to, termination of employment.

22. Jury Duty / Court Time

Any employee who is summoned for jury duty or subpoenaed in connection with their employment during a regularly scheduled work time will be compensated for scheduled hours. A copy of the subpoena or order requiring such duty must be submitted with a leave request in order for such compensation to be paid. As a condition of the receipt of such pay, any stipend paid to the employee for jury service or as a witness fee must be paid to the Authority or an equivalent amount deducted from the employee's pay.

23. Voting Leave

The Authority encourages employees to exercise their voting rights in all municipal, state and federal elections. Under most circumstances, it is possible for employees to vote either before or after work. However, any employee whose work schedule effectively prevents voting before or after work shall be permitted up to 2 hours of paid leave for the purpose of voting. Voting leave must be requested and approved by the employee's supervisor no later than the day prior to Election Day. The Authority may specify the hours during which the employee may be absent, but the hours shall be at the beginning or end of the work shift, if the employee so requests.

24. Bereavement / Funeral Leave

24.1. Employees may take up to 48 hours of paid leave to attend to the funeral of a person in their "immediate family" (spouse or civil union partner, parents, grandparents, siblings, children, grandchildren) or the immediate family of their spouse or civil union partner.

24.2. Bereavement/Funeral leave shall not count against PTO accruals.

25. Inclement Weather

25.1. In the event of extreme or inclement weather, Authority employees are expected to report to work.

25.2. Employees who are unable to report to work due to road closures or significant hazards to health and safety will be required to use PTO unless an exception is granted by the Chief. If an employee does not have sufficient accrued PTO, they will be required to take unpaid leave.

26. Personal Leave

Normally, personal leaves of absence are not permitted. If, on rare occasions, the Chief, in their discretion, deems that circumstances warrant a personal leave of absence, a leave for non-medical reasons may be granted for not more than thirty (30) days. Employees must use all accrued PTO for such leave, the remainder of which will be unpaid.

495 Apex Valley Rd.
PO Box 638
Black Hawk, CO 80422



Main: (303) 582-5499
Fax: (303) 582-3390
admin@gilpinambulance.com

Resolution for FY 2026 Budget

Gilpin Ambulance Authority
2025 Projected 2026 Proposed Budget
Budget Hearing
Presented November 12th, 2025

	2023	2024	2024	2025	2025	2025	2026	% Change Current vs Proposed Budget	\$ Change Current vs Proposed Budget	Explanations:
	Actual	Adopted	Actual	Adopted	June YTD Actual	Projected	Proposed Budget			
Beginning Fund Balance	474,656	441,895	516,234	524,195	536,792	536,792	577,227			
Restricted Reserve (Capital)							0			
							577,227			
Beginning Funds Available for Operations (Cash)	474,656	441,895	516,234	524,195	536,792	536,792	577,227	10.1%	53,032	

Revenue										
Contributions										
IGA Black Hawk	428,562	442,369	442,369	424,484	212,242	424,484	475,228	12%	50,744	
IGA Central City	153,535	151,026	151,026	129,576	64,788	129,576	131,632	2%	2,056	
IGA Gilpin County	655,092	623,577	623,577	595,680	297,840	595,680	623,344	5%	27,664	
Total Contributions	1,237,189	1,216,972	1,216,972	1,149,740	574,870	1,149,740	1,230,204	7%	80,464	
Call Revenue										
Income Patient and Insurance (Cash)	464,480	400,000	623,577	554,400	336,364	659,274	659,274	19%	104,874	
Medicare-derived payments (Cash)	153,858	140,000	127,641	151,200	26,160	51,273	51,273	-66%	(99,927)	
Collections-derived payments (Cash)	36,895	40,000	14,490	14,400	12,057	24,113	24,113	67%	9,713	
Total Call Revenue	655,232	580,000	765,709	720,000	374,580	734,660	734,660	2%	14,660	
Grant Revenue										
Colorado EMTS Grants	93,779	243,662	76,077	73,390	152,921	152,921	-	-100%	(73,390)	
DOLA LGGF Grant Revenue - Operating Expen	811,888	890,000	891,641	1,126,416	1,126,416	1,126,416	904,248	-20%	(222,168)	Number reported by Director Rears from DOLA
Other Grant Revenue	7,189	-	7,500	-	10,727	10,727	-	0%	0	
Total Grant Revenue	912,856	1,133,662	975,218	1,199,806	1,290,064	1,290,064	904,248	-25%	(295,558)	
Other Revenue										
Sale of Vehicles				6,000	7,500	7,500	0	-100%	(6,000)	
Other Revenue	15,502		212							
CAID Supplemental	241,287		219,967		247,683	247,863				Final amount received from Medicaid Supplemental
COVID Relief										
Total Other Revenue	256,789	-	220,179	6,000	255,183	255,363	-	0%	(6,000)	
Total Revenue	3,536,723	3,372,530	3,694,312	3,599,741	3,031,489	3,966,619	3,446,339	-4%	(153,402)	
Total Cash Revenue for Formula	1,824,877	1,713,662	1,961,105	1,925,806	1,919,827	2,280,087	1,638,908	-15%	(286,898)	

Gilpin Ambulance Authority
2025 Projected 2026 Proposed Budget
Budget Hearing
Presented November 12th, 2025

	2023	2024	2024	2025	2025	2025	2026	% Change	\$ Change	
	Actual	Adopted	Actual	Adopted	June YTD Actual	Projected	Proposed Budget	Current vs Proposed Budget	Current vs Proposed Budget	Explanations:
Expense										
Capital Expenditures										
Capital (Misc)	69,010	287,140	291,598	162,380	182,022	182,022	0	-100%	162,380	
Ambulance Lease				66,802	50,141	50,141	50,142	100%	16,660	
Equipment Lease				32,463		32,463	32,463	100%	0	Lifepak lease
Ambulance Purchase	249,465	250,790	268,505							
Capital Equipment - Grant										
Total Capital Expenditures	318,475	537,930	560,103	261,645	232,164	264,627	82,605	-68%	179,040	
Uncategorized Expense	3,723		-625		90,182	90,182		0%	0	
Administration										
Accounting - Audit	8,538	10,000	2,115	10,000	6,900	6,900	10,000	0%	0	
Accounting - Contract Services			2,120	24,000	10,575	24,000	10,000	100%	14,000	
Legal	32,320	20,000	4,326	10,000	20,281	30,281	30,000	200%	(20,000)	
Other										
Reimbursable Expenses	2,054		1,800	0	567	567		0%	0	
Admin Training	1,371	5,000	4,667	0	0		0	#DIV/0!	0	
Bank Service Charges			1,440	0	2,618	5,235	3,000	#DIV/0!	(3,000)	Bank Fees, PayPal fees
Discretionary	9,585	5,000	5,731	2,500	899	2,500	2,500	0%	0	
Licensing/Memberships	6,264	6,500	3,580	6,500	1,600	4,000	4,000	-38%	2,500	EMSAC Left to pay
Manager Development	4,574	5,000	5,007	0	0	0	0	#DIV/0!	0	
Employee Recognition & Retention				10,000	1,691	5,000	5,000	100%	5,000	Company
Professional Services	3,450		6,828	9,000	5,311	9,000	10,000	100%	(1,000)	Change in background check services
Employee Recruitment							1,500	100%	(1,500)	Ex. Sponsored Ads for job openings, job posting platform fees, etc
Total Other	27,298	21,500	29,053	28,000	12,686	26,302	26,000	-7%	2,000	
Total Administration	68,156	51,500	37,613	72,000	50,442	87,483	76,000	6%	(4,000)	

Gilpin Ambulance Authority
2025 Projected 2026 Proposed Budget
Budget Hearing
Presented November 12th, 2025

	2023	2024	2024	2025	2025	2025	2026	% Change Current vs Proposed Budget	\$ Change Current vs Proposed Budget	Explanations:
	Actual	Adopted	Actual	Adopted	June YTD Actual	Projected	Proposed Budget			
Operations and Maintenance										
Communications R&M	2,707	5,000	6,178	5,000	2,143	5,000	10,000	100%	(5,000)	Adjusted for all radios to have software updates.
Crew Quarters supplies	10,388	12,000	10,459	12,000	5,735	12,000	12,000	0%	0	
Disposable Medical Supplies	42,265	40,000	61,074	50,000	24,263	50,000	50,000	0%	0	
Durable Medical Equipment	10,472	6,000	4,217	6,000	8,082	12,000	12,000	100%	(6,000)	
Durable Medical Equipment - Grant								#DIV/0!	0	
Office Supplies/Postage/Fees	6,578	5,000	9,467	6,000	3,808	11,000	10,000	67%	(4,000)	Adding potential copier lease
Credit Card Fees			4,218	0	4,957		0	#DIV/0!	0	Credit card processing fees go in "Bank Service Fees"
Property Lease	65,508	71,000	68,955	79,594	41,347	74,213	77,918	-2%	1,676	
Property Liability Insurance	24,890	24,000	23,534	34,000	14,468	30,000	30,000	-12%	4,000	
Property Maintenance	7,622	20,000	23,031	20,000	4,639	10,000	10,000	-50%	10,000	
Public Education/PR	1,760	2,000	2,217	8,000	2,997	4,000	4,000	-50%	4,000	
Safety Gear	1,526	3,000	2,133	3,000	2,386	3,000	3,000	0%	0	
Service Contracts	101,487	73,000	65,222	71,081	37,582	71,081	50,669	-29%	20,412	Details attached
Software Subscriptions							22,924	#DIV/0!	(22,924)	Details attached
Technology/Hardware/Software	11,888	10,000	17,748	12,000	13,620	30,000	5,000	-58%	7,000	Moved software subs (2025) to "Software Subscription" new g/l
Telephone/TV/Internet	14,199	17,000	17,473	14,500	7,475	14,500	13,317	-8%	1,183	Details attached/Find actual costs
Training	14,850	21,000	21,784	66,000	32,375	40,000	30,000	-55%	36,000	
Uniforms	25,831	15,000	17,096	20,000	17,836	20,000	17,500	-13%	2,500	
Utilities	6,253	8,000	4,520	8,000	2,981	6,000	7,000	-13%	1,000	
Vehicle Expense										
Fuel	34,118	35,000	27,285	35,000	10,358	25,000	30,000	-14%	5,000	
Insurance	13,059	13,000	25,939	25,000	32,730	23,168	26,000	4%	(1,000)	
Vehicle Maintenance	103,212	50,000	53,079	54,000	36,382	90,000	75,000	39%	(21,000)	Have had many issues with the new ambulances plus reserves are aging and service cost are increasing. Wear/Tear put on reserve units as they are in service while primary is OOS
Vehicle Repair			-30,880	0	32,148	32,148	5,000			Insurance deductibles only. Repairs from accidents will remain in vehicle matenenance
Tires	7,634	8,000	16,801	8,000	4,828	8,000	13,700	71%	(5,700)	Increase secondary to having to replace most of the fleets tires and having 2 sets in reserve at the request of BH fleet maintenance.
Total Vehicle expense	158,023	106,000	92,224	122,000	116,447	178,317	149,700	23%	(27,700)	
Total Operations and Maintenance	506,248	438,000	451,548	537,175	343,140	571,110	515,028	-4%	22,147	

Gilpin Ambulance Authority
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	2023	2024	2024	2025	2025	2025	2026	% Change	\$ Change	Explanations:
	Actual	Adopted	Actual	Adopted	June YTD Actual	Projected	Proposed Budget	Current vs Proposed Budget	Current vs Proposed Budget	
Personnel Expense										
Salaries										
Salaries Admin	192,551	200,000	198,392	250,517	125,426	250,517	250,517	0%	0	
Salaries Field	1,371,099	1,400,000	1,388,859	1,547,296	738,915	1,547,296	1,632,407	2%	(85,111)	Actual numbers base on current pay rates of all employees with built in overtime. And a 3% COL Adjustment
PTO	67,354	70,000	62,252	153,028	26,455	82,910	88,069	-42%	64,959	Adjusted based on actual YTD numbers vs 100% usage
Employee Bonuses	29,517							0%	0	
Holiday stipends	8,150	10,000	4,861	7,500	1,900	7,500	7,500	0%	0	
Total Salaries	1,668,670	1,680,000	1,654,364	1,958,341	892,697	1,888,223	1,978,493	1%	(20,152)	
Employee Benefits and Payroll Taxes										
457(b) Admin Fees	4,389	3,500	2,500	3,500	729	3,500	3,500	0%	0	
457(b) Employee Contribution	25		639	0	-9,508			0%	0	Unsure how this was being calculated by accountant
457(b) Employer Match	48,867	56,000	39,188	121,004	30,282	68,000	84,080	-31%	36,924	Adjusted based on actual participation in the 457 (b) plan vs 100%
457(b) Loan			-1,208		-1,736					
Benefits HRA	17,703	27,600	19,021	27,600	0	27,600	27,600	0%	0	
Benefits Life AD& D STD LTD	14,529	18,000	10,290	14,722	1,356	3,000	2,205	-85%	12,517	Coding change in 2025
Employee Wellness	182	1,000	371	5,000	32	500	5,000	0%	0	
Health Insurance	182,959	250,000	31,724	249,504	21,811	235,000		21%	(51,501)	Health Insurance Budget Allocated to Subaccounts - this Change is
Health Insurance: Dental Ins			91	0	-2,135		10,088			5% increase
Health Insurance: Medical Ins			209,728	0	94,959		289,489			17% increase
Health Insurance: Other			1,695	0	2,994		0			
Health Insurance: Vision Ins			146	0	-306		1,428			
Payroll Service Fees	6,366	7,000	8,325	7,000	6,884	10,653	7,765	11%	(765)	
Payroll & Unemployment Taxes	132,345	144,000	138,102	177,553	73,662	147,323	178,216	0%	(663)	
Workers Comp	57,311	58,000	47,111	64,697	51,926	82,372	84,843	31%	(20,146)	
Total Employee Benefits and Payroll Taxes	464,676	565,100	507,723	670,580	270,949	577,948	694,214	4%	(23,634)	
Total Personnel Expense	2,133,346	2,245,100	2,162,088	2,628,921	1,163,646	2,466,172	2,672,706	2%	(43,785)	
Total Expense	3,029,948	3,272,530	3,210,727	3,499,741	1,789,391	3,389,391	3,346,339	-4%	153,402	
Total Profit/Loss	-1,205,071	-1,558,867	-1,249,622	-1,573,935	130,436	-1,109,305	-1,707,431	8%	133,496	

Gilpin Ambulance Authority
2025 Projected 2026 Proposed Budget
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	Actual	Adopted	Actual	Adopted	June YTD Actual	Projected	Proposed Budget			
Contributions										
IGA Black Hawk	428,562	442,369	442,369	424,484	212,242	424,484	475,228	12%	50,744	
IGA Central City	153,535	151,026	151,026	129,576	64,788	129,576	131,632	2%	2,056	
IGA Gilpin County	655,092	623,577	623,577	595,680	297,840	595,680	623,344	5%	27,664	
Total Contributions	1,237,189	1,216,972	1,216,972	1,149,740	574,870	1,149,740	1,230,204	7%	80,464	
Ending Fund Balance	506,775	100,000	483,585	100,000	1,242,098	577,227	100,000			
<i>Restricted Reserve (Capital)</i>		0		0			0			
Ending Funds Available for Operations (Cash)	506,775	100,000	483,585	100,000	1,242,098	577,227	100,000			

Allocations with Base Amounts for Each Member							
	Expense Balance	Less Ending Unrestricted Balance In Excess of \$100,000 (Net)	County Base 33% of Net	City Base 5% of Net	Remaining Net Balance	Call Volume Allocation	Total Contributions
Black Hawk				61,510.18		413,717.50	475,227.68
Central City				61,510.18		70,121.61	131,631.79
Gilpin			405,967.22			217,376.99	623,344.21
Total	1,707,431.07	1,230,203.69	405,967.22	123,020.36	701,216.11	701,216.10	1,230,203.68

	2023 Calls	% of Calls	2024 Calls	% of Calls
Black Hawk	1058	57%	1099	59%
Central City	207	11%	177	10%
Gilpin County	36	2%	581	31%
Total	1,301		1,857	

	2022-2023 Call Volume Changes % Call Increase /Decrease	Change in % of calls	2024-2025 Contribution Changes
Changes Applied to 2025 Budget			
Black Hawk	4%	2.0%	10.7%
Central City	-14%	-1.0%	1.6%
Gilpin County	1514%	29.0%	4.4%
Total	43%		6.5%

**NOTICE AS TO PROPOSED BUDGET
AND
NOTICE CONCERNING BUDGET AMENDMENT**

NOTICE IS HEREBY GIVEN that the proposed budget for the ensuing year of 2026 has been submitted to the **GILPIN AMBULANCE AUTHORITY** ("the Authority"). Such proposed budget will be considered at the meeting and Public Hearing of the Boards of Directors of the Authority to be held at 9:00 a.m. on Wednesday, November 12, 2025, at 203 Eureka St ("Old" Gilpin County Courthouse, Commissioners Chambers), Central City, Colorado.

NOTICE IS FURTHER GIVEN that resolution, if needed, to amend the 2025 budget for the Authority will be considered at the above-referenced meeting of the Authority Board of Directors.

Copies of the proposed 2026 District budget and the resolution to amend the 2025 budget, if needed, are available for public inspection at the office of the Gilpin Ambulance Authority, by appointment only, by contacting Bobby Putnam by email at bputnam@gilpinambulance.com.

Any interested elector within the Authority may, at any time prior to final adoption of the 2026 budget and the resolution amending the 2025 budget, file or register any objections thereto. Objections must be filed in writing and received by the Gilpin Ambulance Authority's main office prior to the Public Hearings.

Dated: October 30, 2025

GILPIN AMBULANCE AUTHORITY

By: /s/ Susan Berumen
 PO Box 638
 Black Hawk, CO 80422
 sberumen@gilpincounty.org

GILPIN AMBULANCE AUTHORITY

RESOLUTION NO.

RESOLUTION TO ADOPT BUDGET

WHEREAS, a proposed budget has been submitted to the Board of Directors (“Board”) of Gilpin Ambulance Authority (“Authority”) on or before October 15, 2025; and

WHEREAS, upon due and proper notice, published in accordance with law, the budget was open for inspection by the public at a designated place, and a public hearing was held on November 12, 2025, and interested electors were given the opportunity to file or register any objections to the budget; and

WHEREAS, the budget has been prepared to comply with all terms, limitations and exemptions, including, but not limited to, enterprise, reserve transfer and expenditure exemptions, under Article X, Section 20 of the Colorado Constitution (“TABOR”) and other laws or obligations which are applicable to or binding upon the Authority; and

WHEREAS, whatever decreases may have been made in the revenues, like decreases were made to the expenditures so that the budget remains in balance, as required by law.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Gilpin Ambulance Authority:

1. That estimated expenditures for each fund are as follows:

General Fund:	\$ 3,346,339
Total	\$ 3,346,339

2. That estimated revenues are as follows:

General Fund:

From unappropriated surpluses	\$594,227
From Grant Revenue	\$904,248
From Call Revenue	\$734,660
From Member Contributions	\$1,213,204
Total	\$3,446,339

3. That the budget, as submitted, amended and herein summarized by fund, be, and the same hereby is, approved and adopted as the budget of Gilpin Ambulance Authority for the 2026 fiscal year.

4. That the budget, as hereby approved and adopted, shall be certified by the Treasurer and/or President of the Authority all appropriate agencies and is made a part of the public records of the Authority.

TO APPROPRIATE SUMS OF MONEY

WHEREAS, the Board of Directors of the Gilpin Ambulance Authority has made provision in the budget for revenues in an amount equal to the total proposed expenditures as set forth therein; and

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, as more fully set forth in the budget.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Gilpin Ambulance that the following sums are hereby appropriated for the purposes stated in the budget:

General Fund:		\$3,446,339
	Total	<u>\$3,346,339</u>

Adopted this 12th day of November, 2025.

GILPIN AMBULANCE AUTHORITY

By: _____
Buddy Schmalz, Board President

Attest:

Commissioner Susan Berumen

495 Apex Valley Rd.
PO Box 638
Black Hawk, CO 80422



Main: (303) 582-5499
Fax: (303) 582-3390
admin@gilpinambulance.com

RFP for Ambulance Billing Services Ratification of Email Vote

Request for Proposal: Ambulance Billing and Accounts Receivable Management Services

RFP No.: GAA-2025-BILLING

Date of Issue: 11/01/2025

Date Proposals are Due: 11/14/2025

1. Introduction and General Information

The Gilpin Ambulance Authority (GAA), the primary prehospital medical provider for Gilpin County, Colorado, is seeking proposals from qualified and experienced billing agencies to provide comprehensive ambulance billing and accounts receivable management services. The purpose of this Request for Proposal (RFP) is to select a vendor that can deliver efficient, accurate, and compliant billing services to maximize revenue while maintaining the highest level of integrity and patient care.

1.1. About the Gilpin Ambulance Authority (GAA)

- GAA provides 24/7 coverage with EMTs and paramedics, operating out of two stations in Gilpin County, which includes Black Hawk and Central City.
- The service responds to both 911 emergency calls and frequent mutual aid calls in neighboring counties.
- The authority serves a small resident population but experiences a moderate call volume due to significant tourism from local gaming establishments and various other recreational opportunities.

1.2. Scope of Services

The selected vendor will be responsible for end-to-end billing and revenue cycle management, including but not limited to:

- Claim submission to all payers (e.g., Medicare, Medicaid, and private insurance).
- Electronic data exchange and interfaces with GAA's existing electronic Patient Care Reporting (ePCR) system, First Due.
- Claim follow-up and denial management.
- Patient billing and collections, including establishing and managing payment plans.

- Comprehensive reporting, including monthly breakdowns of collections, outstanding accounts, and key performance indicators (KPIs).
- Compliance management with all state and federal regulations, including HIPAA.
- Training and support for GAA staff on proper documentation for billing purposes.
- Providing consultative services on billing and collection procedures.

1.3. Commercially Reasonable Efforts

- The selected vendor will apply its commercially reasonable efforts to obtain reimbursement for the GAA's services, through billing of patients and third-party payers, and the management of accounts receivable.

2. Proposal Submission and Timeline

2.1. Key Dates

- **RFP Issued:** 11/01/2025
- **Deadline to Submit Questions Via Email:** 11/10/2025
- **Responses to Questions Posted to BIDENETDIRECT.COM]:** 11/12/2025
- **Proposal Submission Deadline:** 11/14/2025 by 5PM Mountain Time
- **Vendor Interviews (if needed):** 12/10/2025
- **Anticipated Contract Award:** 01/02/2025
- **Anticipated Contract Start Date:** 02/02/2026

2.2. Submission Instructions

- Proposals must be submitted electronically via email to:
bputnam@gilpinambulance.com
- The subject line of the email should clearly state: "Response to RFP: GAA Ambulance Billing Services."
- Proposals must be clearly organized and address all sections of this RFP.

- The proposal shall consist of two separate PDF documents: a **Technical Proposal** and a **Price Proposal**.
- Late submissions will not be considered.

2.3. Questions

- Questions regarding this RFP must be emailed and submitted in accordance with the Schedule outlined in Section 2.1 herein.
- All questions must be clearly designated with the email subject line "Billing Services RFP Questions." Questions without this subject line may not be considered. Questions communicated by telephone or in person will not be considered.
- All questions will be responded to on BIDNETDIRECT.COM no later than the date indicated in the Schedule above.
- Any response by GAA that changes the terms, conditions, and/or specifications of this RFP will be posted on the website as an addendum. No other communications of any kind may be considered to change the terms, conditions, and/or specifications of this RFP.

3. Technical Proposal Requirements

The Technical Proposal should demonstrate the vendor's understanding of the GAA's needs and its ability to provide the required services. It must include the following sections:

3.1. Company Background and Experience

- Provide an overview of your company, including its legal name, business structure, address, telephone number, website URL, and contact person's name and email address.
- Detail your experience providing EMS ambulance billing services, including the number of years in operation and evidence of any necessary licensure, registrations, and credentials (indicate if there has been any history of revocation or suspension).

- Provide references for at least three (3) current or former clients of similar size and scope, preferably including other municipal or rural EMS agencies. Include telephone and email contact information for each reference.
- Provide a description of what differentiates your company's service from that of its competitors and any pending legal actions against the company.
- List any known potential conflicts of interest that may result during the course of performance for the services.

3.2. Proposed Approach and Methodology

- Describe your approach to managing EMS billing, emphasizing strategies for maximizing revenue, ensuring compliance, and maintaining accuracy.
- Explain your process for submitting claims, including how you handle Medicare, Medicaid, and private insurance claims.
- Outline your process for handling claim denials and appeals.
- Detail your patient billing and collection procedures, including communications with patients and management of payment plans.
- Describe how you will interface with GAA's ePCR (First Due) system to ensure seamless data exchange.

3.3. Reporting Capabilities and Technology

- Detail the types of monthly reports you provide, including examples of your standard reporting package.
- Explain how GAA will access these reports and have insight into billing performance.
- Describe your software and technology, including how it ensures data security and HIPAA compliance.

3.4. Compliance and Training

- Describe your expertise and process for maintaining compliance with all relevant federal, state, and local billing regulations.

- Outline how you will provide training to GAA staff on documentation best practices to optimize billing accuracy.

3.5. Services Agreement and Signature

- The proposal must be signed physically or electronically by an officer or person qualified to bind the vendor.
- Comments and requested revisions to the form Services Agreement circulated in connection with this RFP, including without limitation the insurance requirements. Post-award comments to the Services Agreement not included in the proposal shall not be considered.

4. Price Proposal Requirements

The Price Proposal should be submitted as a separate document and must contain the following:

4.1. Fee Structure

- Clearly state your proposed fee structure. This may be a percentage of collections, a per-transport fee, or a hybrid model. Provide a complete breakdown of all costs.
- The fee structure must specify how GAA will be invoiced for services rendered.

5. Proposal Evaluation

Proposals will be evaluated by a selection committee based on the following criteria:

- **Qualifications and Experience:** The vendor's background, years of experience, and references.
- **Understanding of Scope and Technical Approach:** The clarity and effectiveness of the proposed billing and collections strategy.
- **Fee Structure and Cost:** The competitiveness and transparency of the proposed pricing.
- **Reporting Capabilities and Software:** The quality and accessibility of data reporting and technology.

- **References and Past Performance:** The feedback from provided references.
- **Other Criteria:** Any other criteria deemed material by GAA.

5.1. Procedure for Selecting Proposal

- The proposals are expected to be evaluated by Deputy Chief Bobby Putnam, Director Woolley which will make a recommendation to GAA's Board of Directors. As part of its evaluation process, GAA may request clarifications and additional information, conduct customer reference checks, require a subset of finalists to make a presentation to GAA's selection team and/or Board, hold multiple rounds of review with a limited group of proposers, and take any other action necessary to perform a thorough and objective evaluation of each proposal.
- In the event that GAA elects to accept a proposal, it shall accept in writing the proposal that, in its estimation, will best serve the interests of GAA.
- Subsequent to the proposal due date, GAA reserves the right to negotiate (i) terms and conditions of any services agreements with the selected vendor and (ii) modifications to a proposal with a single vendor without obligation to negotiate similar modifications with other vendors.
- GAA further reserves the right to reject any and all proposals, waive any and all formalities, disregard all nonconforming, non-responsive or conditional proposals, and terminate, modify, or suspend the RFP process. This RFP does not commit GAA to award a contract.

6. Terms and Conditions

- The GAA reserves the right to reject any and all proposals, to waive any informalities, and to negotiate with any or all respondents.
- Proposers are responsible for all costs incurred in the preparation of their response. GAA assumes no liability for payment of any pre-contractual expenses incurred by proposers.
- The initial contract term will be for one year with options to extend for one additional years based on satisfactory performance.

- All proposals submitted will become property of GAA and may be subject to public disclosure pursuant to the Colorado Open Records Act, § 24-72-200.1, et seq., C.R.S.
- GAA, as a political subdivision of the State, is exempt from sales and use taxes. Following the award of proposal, a tax exemption certificate will be furnished by GAA upon request by the successful vendor.
- Proposals may be withdrawn within 48 hours of their submission. Following the 48-hour withdrawal period, proposals are binding on the vendor for a period of 60 days.
- This RFP does not obligate GAA or the selected vendor to provide any services or make any payments unless and until a contract is signed and approved by both parties. This RFP requires a separate written contract to be prepared in substantially the same form as the attached form of Services Agreement.
- The vendor, by submitting a proposal, agrees to not unlawfully discriminate against any employee, or applicant for employment, of the vendor or GAA or any member of the public on the basis of disability, race, sex, age, national origin, religion, sexual orientation, gender identity or expression, marital or military status, pregnancy, political affiliation or any other status protected by federal or state law.
- Any modifications to this RFP or addenda pertaining to this RFP will be published to the GAA website. Proposers are responsible to periodically check the GAA website for relevant updates prior to submission of the proposal.
- The laws of the State of Colorado shall govern this RFP. Venue for any dispute arising out of or relating to this RFP shall be in the State of Colorado District Court for Gilpin County. All proposals submitted will become property of GAA and may be subject to public disclosure pursuant to the Colorado Open Records Act, § 24-72-200.1, et seq., C.R.S.

7. Contact Information

All inquiries regarding this RFP must be submitted in writing to:

Bobby Putnam

Deputy Chief

Gilpin Ambulance Authority

bputnam@gilpinambulance.com

(303) 582-5499 ext 102

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made and entered into the most recent day and year set forth below by and between **Gilpin Ambulance Authority**, a quasi-municipal corporation and political subdivision of the State of Colorado (“GAA”), whose mailing address is 495 Apex Valley Road, Black Hawk, CO 80422, and **NAME OF CONTRACTOR** (“Contractor”), whose mailing address is Contractor Mailing Address. GAA and the Contractor are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties as follows:

1. Scope of Services. The Contractor agrees to provide billing services, including obtaining reimbursement for GAA’s charges for all services rendered on or after Commencement Date, through the billing of patients and third-party payers and the management of the Authority’s accounts receivable as further described in **Exhibit A**, attached hereto and incorporated herein by this reference (“Scope of Services”). All provisions of **Exhibit A**, including without limitation any terms and conditions included therein, shall be subject to the provisions of this Agreement. In the event of a conflict or inconsistency between a provision in the body of this Agreement and a provision in **Exhibit A** or any other exhibit or schedule attached hereto, the provision in the body of this Agreement shall control.

2. Time of Commencement of Services. The services to be performed pursuant to this Agreement shall be initiated on Commencement Date.

3. Early Termination by GAA. Notwithstanding the time periods contained herein, GAA may terminate this Agreement at any time without cause by providing written notice of termination to the Contractor. Such notice shall be delivered at least three (3) days prior to the termination date contained in said notice unless otherwise agreed in writing by the Parties. In the event of any such early termination by GAA, the Contractor shall be paid for services rendered prior to the date of termination, subject only to the satisfactory performance of the Contractor’s obligations under this Agreement. Contractor understands and agrees that such payment shall be the Contractor’s sole right and remedy for such termination.

4. Suspension. Without terminating this Agreement or breaching its obligations hereunder, GAA may, at its convenience, suspend the services of the Contractor by giving the Contractor written notice one (1) day in advance of the suspension date. Upon receipt of such notice, the Contractor shall cease its work in as efficient a manner as possible so as to keep its total charges to GAA for services under this Agreement to the minimum, but in no circumstance later than three (3) business days after receipt of the notice of suspension. No

work shall be performed during such suspension except with prior written authorization by GAA Representative (as defined below). If a suspension is still in effect thirty (30) calendar days after the Contractor's receipt of the notice of suspension, the Contractor may terminate this Agreement by providing GAA with written notice of termination. Upon GAA's receipt of such notice of termination from Contractor, this Agreement will be deemed terminated.

5. Compensation. In consideration of the services to be performed pursuant to this Agreement, GAA agrees to pay the Contractor the amounts set forth in **Exhibit A**. GAA shall provide no benefits to the Contractor other than the compensation stated above. The Contractor shall bill its charges to GAA periodically, but no more frequently than once a month.

6. Qualifications on Obligations to Pay. No partial payment made by GAA shall be considered final acceptance or approval of that part of the Scope of Services paid for or shall relieve the Contractor of any of its obligations under this Agreement. Notwithstanding any other terms of this Agreement, GAA may withhold any payment (whether a progress payment or final payment) to the Contractor if any one or more of the following conditions exists:

(a) The Contractor is in default of any of its obligations under this Agreement, including without limitation the obligation to maintain insurance and provide Certificates of Insurance to GAA in accordance with Section 13 (Insurance).

(b) Any part of such payment is attributable to services that are not performed in accordance with the terms of this Agreement and its associated exhibit(s). GAA will pay for any portion of the services performed in conformance with this Agreement and its associated exhibit(s).

(c) The Contractor has failed to make payments promptly to any third-party used to perform any portion of the services hereunder, subject to Paragraph 9, for which GAA has made payments to the Contractor.

7. GAA Representative. GAA will designate, prior to commencement of work, its project representative (the "GAA Representative") who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the Scope of Services. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to GAA Representative.

8. Independent Contractor. The Contractor agrees that the services to be performed by the Contractor are those of an independent contractor and not of an employee of GAA. **The Contractor is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. Neither the Contractor nor its employees, if any, are entitled to workers' compensation benefits from GAA for the performance of the services described in this Agreement.**

9. Assignment. The Contractor shall neither assign any responsibilities nor delegate any duties arising under this Agreement to a third party without the prior written consent of GAA, which may be granted or denied in GAA's sole discretion.

10. Standard of Care. The Contractor shall perform the services hereunder at or above the standard of care of those in its profession or industry providing similar services in GAA's local area; provided, however, that in the event the standard of care is higher in the local area where the Contractor's office primarily responsible for providing the services is located, then the standard of care applicable to the local area where the Contractor's office is located shall be applicable to such services.

11. Accuracy of Work. The Contractor represents, covenants, and agrees that its work will be accurate and free from any material errors. The Contractor shall correct any errors or deficiencies in the Contractor's services of which it becomes aware promptly and without additional compensation unless such corrective action is directly attributable to errors or deficiencies in information furnished by GAA. GAA's approval of the Contractor's services shall not diminish or release the Contractor's duties or obligations hereunder, since GAA is ultimately relying upon the Contractor's skill and knowledge to perform the Scope of Services. The obligations contained in this Section 11 shall survive for a period of two (2) years following termination or expiration of this Agreement.

12. Duty to Warn. The Contractor agrees to call to GAA's attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Contractor by GAA or a third-party that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, the Contractor shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so by GAA. Nothing shall detract from this obligation unless the Contractor advises GAA in writing that such data may be unsuitable, improper, or inaccurate and GAA nevertheless confirms in writing that it wishes the Contractor to proceed according to such data as originally given.

13. Insurance.

(a) During the term of this Agreement, the Contractor shall purchase and maintain, at its own cost and expense, the following:

(i) Workers' compensation insurance for its employees, if any, as required by Colorado law with limits of at least \$500,000 per injury or illness an employee suffers as a result of providing the services hereunder, with a \$500,000 aggregate per occurrence.

(ii) Employer's liability insurance with limits of at least \$500,000 per employee/accident and \$1,000,000 aggregate.

(iii) Commercial general liability insurance covering, without limitation, premises operations, products-completed operations, contractual liability insuring

the obligations assumed by the Contractor under this Agreement, personal and advertising injury, and broad form property damage, with limits of at least \$2,000,000 per occurrence for bodily injury, death or damage to property; \$2,000,000 per occurrence for personal and advertising injury; \$2,000,000 products-completed operations; and \$2,000,000 general aggregate; and

(b) The insurance required herein may be satisfied through any combination of primary and excess/umbrella liability policies.

(c) The insurance required herein shall be written by an insurance company or companies that (i) have an A.M. Best Company rating of "A-VII" or better, and (ii) are authorized to issue insurance in the State of Colorado.

(d) GAA, GAA's Representative, and GAA's directors, officers, employees, and agents shall be endorsed as "Additional Insureds" under the commercial general liability insurance policy for both ongoing and completed services for a period of two (2) years.

(e) The Contractor shall provide a waiver of subrogation endorsement, or its equivalent, under the (i) workers' compensation and (ii) commercial general liability insurance policies in favor of GAA, its directors, officers, agents, and employees.

(f) All liability insurance policies required herein shall provide that the coverage is primary and non-contributory to other insurance available to GAA and its directors, officers, agents, and employees. Any insurance maintained by GAA and its directors, officers, agents, and employees shall be excess of and shall not contribute with the Contractor's insurance.

(g) Prior to commencement of performance, the Contractor shall provide certificates of insurance satisfactory to GAA that clearly evidence all insurance coverages required herein, including but not limited to endorsements (individually and collectively, "Certificates of Insurance"). The Contractor agrees that, until GAA is supplied with Certificates of Insurance, no payment under this Agreement will be made by GAA. The Contractor will provide GAA with updated Certificates of Insurance within ten (10) calendar days of the anniversary of the effective date of coverage should that date fall during the term of this Agreement. Failure of GAA to require Certificates of Insurance or to identify a deficiency in coverage shall not relieve the Contractor of its responsibility to provide the specific insurance coverages set forth herein.

(h) Subject to Section 9 (Assignment), the Contractor shall require each subcontractor and/or third-party performing work for the Contractor related to the Scope of Services to purchase and maintain insurance of the types and with policy limits no less than those required of Contractor under this Section 13. All general liability policies carried by a subcontractor and/or third-party shall be endorsed to include the Additional Insureds identified above. Each subcontractor and/or third-party shall be required to provide Contractor, upon request, with certificates of insurance evidencing such coverage prior to

commencement of work by a subcontractor and/or third party.

(i) The insurance policies afforded hereunder shall not be cancelled or allowed to expire unless at least thirty (30) days' prior written notice has been delivered to GAA, except in the event of cancellation due to non-payment of a premium, in which case notice shall be given to GAA no later than ten (10) days prior to cancellation of the policy. Upon receipt of any notice of cancellation or non-renewal, the Contractor shall, within five (5) days, procure other policies of insurance as necessary to comply with this Section 13 and provide Certificates of Insurance evidencing the same to GAA. Notwithstanding the provisions contained in Section 17 (Remedies), if the Contractor fails to procure the required insurance or provide GAA with Certificates of Insurance within the timeframe provided, GAA may terminate or suspend this Agreement upon written notice to the Contractor.

14. Compliance with Laws. The Contractor is obligated to familiarize itself and comply with all laws applicable to the performance of the Scope of Services, including without limitation all state and local licensing and registration requirements.

15. Acceptance Not Waiver. GAA's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to GAA under this Agreement.

16. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement, such Party may be declared in default.

17. Remedies. Except as provided in Section 13(i) (Insurance), in the event a Party declares a default by the other Party, such defaulting Party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the Party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. If the non-defaulting Party commences legal or equitable actions against the defaulting Party, the defaulting Party shall be liable to the non-defaulting Party for the non-defaulting Party's reasonable attorney fees and costs incurred because of the default.

18. Indemnification; No Waiver of Liability or Immunity. The Contractor agrees to indemnify, defend, and hold harmless GAA and its officers, directors, employees, agents, engineers/architects and attorneys from any and all damages and liabilities arising from the Contractor's performance of the Scope of Services. As part of this obligation, the Contractor shall compensate GAA for the time, if any, spent by its legal counsel in connection with such claims or actions. The Contractor's obligations under this Section 18 shall be to the fullest extent permitted by law and shall survive termination or expiration of this Agreement. **Notwithstanding any other provision contained in this Agreement, including but not limited to Exhibit A, GAA does not agree to defend, indemnify, or hold harmless the Contractor or waive or limit the Contractor's liability (either by type of liability or amount).** GAA is relying on and does not waive or intend to waive by any provision of this

Agreement, the monetary limitations or any other rights, immunities, defenses, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to GAA or its officers or employees.

19. Binding Effect. This writing constitutes the entire agreement between the Parties and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the Parties' respective survivors, heirs, personal representatives, successors and permitted assigns.

20. Amendment. No amendment or modification of this Agreement shall be binding upon the Parties unless the same is in writing and approved by a duly authorized representative of each Party.

21. Law; Venue. The laws of the State of Colorado shall govern the construction, interpretation, execution, and enforcement of this Agreement. Venue for any dispute between the Parties arising out of or relating to this Agreement shall be in the State of Colorado District Court for Gilpin County.

22. Severability. In the event any term or condition of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

23. Annual Appropriation. GAA's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of GAA's Board of Directors.

24. Ownership of Work Product. All documents such as reports, plans, drawings and contract specifications, information, and other materials prepared or furnished by the Contractor (or the Contractor's independent professional associates, permitted subcontractors, and consultants) and paid for pursuant to this Agreement are instruments of public information and property of GAA. All internal documents which support the public information such as field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Contractor as instruments of service shall be provided to GAA. GAA understands such documents are not intended or represented to be suitable for reuse by GAA or others for purposes outside the specific scope and conditions of the Scope of Services. Any reuse without written verification or adaptation by the Contractor for the specific purpose intended will be at GAA's sole risk and without liability or legal exposure to the Contractor, or to the Contractor's independent professional associates, permitted subcontractors, or consultants.

25. Taxes. GAA is a governmental entity and is therefore exempt from state and local sales and use tax. GAA will not pay for or reimburse any sales or use tax that may not directly be imposed against GAA. The Contractor shall use GAA's sales tax exemption for the purchase of any and all products and equipment on behalf of GAA.

26. Time is of the Essence. All times stated in this Agreement are of the essence.
27. Notices. All notices which are required, or which may be given under this Agreement shall be effective when mailed via registered or certified mail, postage prepaid and sent to the address first set forth above.
28. Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, *et seq.*, C.R.S.
29. No Third-Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.
30. Section Headings. The section headings in this Agreement have been inserted for convenience of reference only and shall not affect the meaning or interpretation of any part of this Agreement.
31. Not Construed Against Drafter. Each Party acknowledges that it has had an adequate opportunity to review each and every provision contained in this Agreement, including the opportunity to consult with legal counsel. Based on the foregoing, no provision of this Agreement shall be construed against either Party by reason of such Party being deemed to have drafted such provision.

[Signature Page Follows]

GAA:

Gilpin Ambulance Authority, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Name: _____
Title: _____
Date: _____

CONTRACTOR:

NAME OF CONTRACTOR¹

By: _____
Name: _____
Title: _____
Date: _____

¹ **NOTE TO USER:** Insert name of Contractor and type of entity. This should match the name of the Contractor in the Introductory paragraph of the Agreement.

EXHIBIT A

SCOPE OF SERVICES AND COMPENSATION

(Attach Contractor's proposal or other documentation if available and intended for incorporation into the Agreement)²

² **NOTE TO USER:** If possible, only include the description of the services and pricing in Exhibit A. Avoid including any "Terms and Conditions" that might be in the Proposal.

495 Apex Valley Rd.
PO Box 638
Black Hawk, CO 80422



Main: (303) 582-5499
Fax: (303) 582-3390
admin@gilpinambulance.com

RFP for Annual Audit for Board Review and Email Vote Ratification

GILPIN AMBULANCE AUTHORITY
Request for Proposal for Audit Services
December 1st, 2026

Purpose

The purpose of this request for proposal (RFP) is to engage the prompt and efficient services of a qualified and experience firm or certified public accountant (hereinafter “firm”), eligible by law to practice public accounting in the State of Colorado, to provide professional auditing services to Gilpin Ambulance Authority (GAA) in Black Hawk, Colorado for the fiscal year ending December 31, 2025. This Request for Proposal is intended to gather pertinent information concerning qualified Firms; and for the proposals to be relatively uniform in format for comparison purposes.

General Information.

GAA is required to complete and submit an audit of its financial statements or submit an application for exemption from audit on an annual basis pursuant to and in conformance with the Colorado Local Government Audit Law, C.R.S. § 29-1-601 et seq. Audits must be completed by an independent external auditor and require submission of information compiled by a finance professional approved by the Office of the State Auditor.

Although this Request for Proposal is for audit services for the fiscal year ending December 31, 2025 only, GAA is interested in establishing an ongoing relationship with a firm to ensure high quality, necessary, timely, and cost-efficient services in the future. We expect the firm chosen will be experienced in the type of audit and accounting services required on an ongoing basis by Colorado local governments. GAA understands the principle of value, and of compatibility between a particular firm and GAA. Accordingly, GAA reserves the right to reject any and all proposals and to make the final decision based upon GAA’s perception of value in its sole discretion.

Description of Entity to Be Audited

Gilpin Ambulance Authority (GAA) is a small rural ambulance service provider in Colorado’s high country less than an hour west of downtown Denver. GAA was established in 2010 by intergovernmental agreement of the City of Black Hawk, Central City, and Gilpin County. GAA is the only health care provider covering the 150 square miles of Gilpin County, which includes the Black Hawk and Central City gaming districts. We respond to approximately 1900-2000 emergency medical responses each year with three staffed ALS ambulances at all times. We currently employ 23 full time and 2 administrative staff. The operating budget for FY2025 was \$3,499,741.00 and is funded by transport fees, contributions from GAA’s member entities and federal, state and local grants.

GAA is governed by a five-member Board of Directors who represents the member cities and county. GAA administration is made up of a full-time Chief and Deputy Chief. Accounting functions, including payroll were performed by the Administrative Officer but are now completed by the Chief and Deputy Chief using QuickBooks, and Microsoft Office.

Copies of GAA’s budgetary and other financial information are available on the Colorado Department of Local Affairs webpage. Copies of GAA’s previous years of audited financial statements are available upon request to bputnum@gilpinambulance.com.

Services Required

The scope of services will include performance and completion of GAA’s audit report for the year ended December 31, 2025. These audits are to be performed in accordance with the standards set forth for financial audits contained in *Government Auditing Standards*, the provisions of the federal Single Audit Act of 1984 (as amended in 1996) and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations* and the Colorado Local Governmental Audit Law. The firm selected will be expected to provide consultation

and preparation of the financial statements. GAA will consider up to a five-year contract, subject to annual review, the satisfactory negotiation of terms, the concurrence of GAA and the annual availability of an appropriation.

Following the completion of the audit of the fiscal year's financial statements, the selected firm shall issue the following:

- A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles. This report will also cover all reports as required by state regulations and law.
- A report on compliance and internal control over financial reporting based on an audit of financial statements performed in accordance with Government Auditing Standards.
- A letter to the Board containing comments on compliance, recommendations for improvements, and any other comments deemed pertinent by the auditors and recommendations affecting the financial statements, internal control, accounting, accounting systems, legality of actions, other instances of noncompliance with laws and regulations, and any other material matters.
- A reproducible electronic copy in Adobe PDF format of the above reports is required in addition to 1 original signed hard copy and ten copies of those reports.

Inquiries

All proposals should be **received no later than 4 p.m. on January 15th, 2025** at the following address:

Gilpin Ambulance Authority
PO Box 638
Black Hawk, CO 80422
Attention: Bobby Putnam, Deputy Chief

Or delivered electronically to bputnam@gilpinambulance.com

Proposal Content

The bidder is responsible for providing all information requested in this RFP and failure to do so may result in disqualification of the proposal. During the evaluation process, GAA may request firms to answer further questions about their proposal, or provide a presentation to the Board.

Firms are requested to present the following information as part of your proposal:

- Location of the office from which the work is to be done and number of professional staff employed at that office.
- An affirmative statement should be included that the firm and all assigned key professional staff are properly licensed to practice in Colorado.
- Experience and qualifications of the firm and personnel assigned to the contract, including the government auditing experience of each person.
- Information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.
- Consulting capabilities.
- Current quality control review report / peer review
- A statement of your understanding of the work to be performed, including time and cost estimates to perform each step.
- Experience and familiarity with ambulance and/or healthcare billing as well as Medicare/Medicaid laws.
- Similar contracts with other Government entities, specifically ambulance services - List the most significant contracts (maximum - 5) performed in the last five years that are similar to

the contract described in this request for proposal. Indicate the name and telephone number of the principal client contact.

- List and describe the firm's professional relationships involving GAA or any of its member, including the City of Black Hawk, Central City, and Gilpin County, for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.
- A work plan, including an explanation of the audit methodology to be followed, to perform the services required by this request for proposal.
- Identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from GAA.
- All pricing information relative to performing the audit engagement as described in this request for proposal, including an all-inclusive maximum price to be bid which contains all direct and indirect costs including all other expenses. GAA will not be responsible for expenses incurred in preparing and submitting the technical proposal. Such costs should not be included in the proposal.
- Rates for additional professional services should it become necessary for GAA to request the auditor to render any additional services to either supplement the services requested in this RFP or to perform additional work.
- Other information the firm believes would assist GAA in its evaluation process.

Right to Reject Proposals

GAA reserves the right to reject any or all proposals and accepts no responsibility for the cost of proposal preparation.

Illegal Aliens

As required by C.R.S. Section 8-17.5-102, the Contractor will need to certify and agree to the following:

I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien and that I (we) have confirmed the employment eligibility of all employees who are newly hired for employment in the United States, through participation in the basic pilot program.

Anticipated Timeline

The following deadlines are presently anticipated:

- RFP issued December 1st, 2025
- Questions to Bobby Putnam (bputnam@gilpinambulance.com or 303-582-5499) by December 15th, 2025
- Proposal deadline January 5th, 2026.
- Notifications of selection will be made no later than January 30st, 2026.
- Contract approval will be done at our Board Meeting on January 14th, 2026
- The dates for fieldwork can be negotiated (ideally, the second or third full week of April, 2026)
- Submit audit report to GAA for approval by the Board no later than June 30, 2026.

Termination of Contract

GAA reserves the right to cancel the whole or any part of a contract issued as a result of this RFP due to failure of the selected firm to carry out any term, promise or condition of the contract.

495 Apex Valley Rd.
PO Box 638
Black Hawk, CO 80422



Main: (303) 582-5499
Fax: (303) 582-3390
admin@gilpinambulance.com

2026 Fleet Services Contract Between GAA and Black Hawk Fleet Maintenance

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2025, by and between the CITY OF BLACK HAWK, a home rule municipality of the State of Colorado ("Black Hawk"), and Gilpin Ambulance Authority, a body corporate and politic of the State of Colorado (the " Authority").

W I T N E S S E T H

WHEREAS, the Authority desires to have maintenance service available from Black Hawk to assist in providing ambulance maintenance services;

WHEREAS, Black Hawk has a maintenance facility (the "Shop"), and has a staff of mechanics to provide maintenance services for Black Hawk vehicles; and

WHEREAS, Black Hawk is willing to make the Shop and staff of mechanics available to the Authority to provide maintenance services for vehicles used by the Authority, all subject to the terms and conditions herein below.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the parties hereto agree as follows:

1. Scope of Work and Consideration.

a. Black Hawk shall furnish all labor, materials, equipment and maintenance necessary to service the Authority's vehicles, as the same are identified by the Authority from time to time (the "Authority's Vehicles"). In consideration for servicing the Authority's Vehicles, the Authority shall pay Black Hawk at a rate of **One Hundred Forty Nine Dollars (\$149.00)** per hour billed in full one-hour increments for labor and associated administrative costs, plus reimbursement for the actual cost of parts.

b. Black Hawk shall perform the basic service functions identified in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Maintenance Services"). The hours of operation of the staff of mechanics shall typically be Monday through Friday from 7:00 a.m. until 3:30 p.m., excluding City of Black Hawk holidays.

2. Use of Personnel. Black Hawk shall employ a full-time staff of mechanics to provide vehicle maintenance services at the Shop. The staff of mechanics shall make themselves available, as needed, following maintenance of Black Hawk vehicles, for maintenance and repair of the Authority's vehicles as more particularly set forth in Section 4.c. of this Agreement.

3. Personnel are Black Hawk Employees. The staff of mechanics shall at all times be Black Hawk employees. Black Hawk shall pay all insurance, worker's compensation, and other Black Hawk benefits to such employees. The staff of mechanic's shall be under the supervision and control of Black Hawk. The Authority shall report performance problems to the Public Works Director.

4. City Liaisons; Priority of Work.

a. The Authority and Black Hawk shall each establish one (1) person to be the liaison between the Authority and Black Hawk regarding the services required pursuant to Section 1 of this Agreement. The liaisons shall communicate directly with each other regarding necessary work pursuant to this Agreement. The Authority hereby identifies its liaison as its Logistics Captain. Black Hawk hereby identifies its liaison to be its Maintenance Services Manager.

b. The Authority shall be responsible for bringing the vehicle to Black Hawk's maintenance facility and picking the vehicle up from Black Hawk's facility when the Maintenance Services have been completed. The Authority's liaison shall further be responsible for making an appointment for service, which appointment shall include the work needed and the Authority's desired time frame for completion of the work. There is no guarantee that indoor storage of vehicles will be available or provided when the vehicles are delivered to Black Hawk's facility for maintenance. In the event the Black Hawk shop is unable to provide the indoor storage of vehicles, Black Hawk's liaison shall make reasonable efforts to notify the Authority's representative that indoor storage is not available. The Authority shall ensure that all items subject to freezing have been removed from the vehicle when it is delivered.

c. Black Hawk shall use its best efforts to complete work under this agreement in a timely manner. However, Black Hawk vehicles shall have priority over the Authority's Vehicles for which Maintenance Services are performed pursuant to this Agreement. Moreover, Black Hawk's liaison shall determine the priority of servicing all vehicles at his sole discretion. The Authority may identify if it deems work to be in the nature of an emergency, and Black Hawk shall use its best efforts to complete any such work as quickly as practicable under the circumstances.

d. For purposes of inventory control, Black Hawk shall be solely responsible for obtaining any necessary parts to perform the Fleet Maintenance Services. The Authority shall not order any parts separately for Maintenance Services. All parts removed shall remain the property of the City of Black Hawk and shall be disposed of in a manner consistent with other similar parts.

e. The Authority's liaison shall be responsible for notifying Black Hawk's liaison of any hazardous materials not evident from the nature of the services being provided pursuant to this Agreement, including, by way of example, blood, urine, or other materials not used in the standard functioning and maintenance of an ambulance.

5. Shop; Maintenance; Utilities. Black Hawk shall maintain the Shop and shall pay for such utilities (such as heat, power, and water) as may be required under such lease at no cost to the Authority. Black Hawk shall acquire and maintain all permits or approvals required for the Shop. Black Hawk shall handle hazardous materials and dispose of hazardous wastes from the Shop in compliance with applicable law.

6. Tools and Special Tools. Black Hawk shall provide all tools and equipment

needed for Maintenance Services for the Shop at Black Hawk's expense. The staff of mechanics may use such tools and equipment for maintenance of the Authority's Vehicles.

7. Extraordinary Maintenance. In the event maintenance services are required for the Authority's Vehicles that cannot be completed in the Shop by the staff of mechanics in the desired time frame either because they are not identified in Exhibit A, or due to other shop priorities the Authority and the City shall determine by mutual consent how best to provide such services outside the scope of this Agreement. The City liaison will make reasonable efforts to contact the Authority representative with recommendations for sending the vehicle to an outside facility. The Authority will be responsible for delivering and picking up vehicles from outside facilities. In the event that maintenance of the Authority's vehicles results in unusual quantities, forms, or compositions of hazardous materials or wastes that may result in unusual costs for disposal or treatment, the City shall, if practicable, consult with the Authority prior to treatment or disposal. If Black Hawk incurs such costs on the Authority's behalf, the Authority shall pay such extraordinary costs to Black Hawk in the month following the month in which the cost is billed to the Authority by Black Hawk.

8. Date of Commencement. This Agreement shall commence on January 1, 2026.

9. Payment Schedule. Black Hawk shall provide the Authority with an invoice for payment on the fifth day of each month for the previous month's services, and the Authority shall remit the monthly fee within ten (10) business days thereafter, unless the Authority's regular monthly meeting occurs more than ten (10) business days after the date of the invoice, in which case the monthly fee shall be remitted within ten (10) business days after the Authority's regular monthly meeting, and approval by the Board.

10. Control. All services provided under this Agreement shall be governed by the ordinances of the City of Black Hawk, unless otherwise specified in this Agreement. Management of Black Hawk's employees shall rest exclusively with Black Hawk. Authority shall not attempt to directly or indirectly manage, discipline or direct employees of Black Hawk. In the event of substandard performance of an employee or agent of Black Hawk, Authority may demand forthwith correction of the problem.

11. Term and Renewal.

a. The term of this Agreement shall be through and until December 31, 2026.

b. The parties have the mutual option to renew this Agreement on the same terms and conditions for unlimited one-year terms.

12. Termination. This Agreement may be terminated without cause by either party for any reason by giving the other party written notice at least forty-five (45) days in advance of the termination date. If this Agreement is so terminated, Black Hawk will be paid for all services rendered up to the date of termination.

13. Compliance with Laws; No Warranty.

a. Black Hawk shall comply with all applicable federal, state, county, and local laws, ordinances, regulations, and codes (including procurement of required permits or certificates) in Black Hawk's performance hereunder, irrespective of whether a specification is furnished. This includes any applicable state or local law, rule or regulation affecting safety and health. If materials, services, or containers furnished are required to be constructed, packaged, labeled, or registered in a prescribed manner, Black Hawk shall comply with federal law and, in addition, with applicable state or local law.

b. No warranties are provided by Black Hawk pursuant to this Agreement. Black Hawk shall perform its services with care, skill, and diligence. However, the Authority specifically waives any claims it may have against Black Hawk, except claims arising out of gross negligence by Black Hawk, or its employees.

14. Indemnification. To the extent permitted by law, each party hereto agrees to indemnify, hold harmless and defend all other parties hereto, their agents, assigns, employees, officers, and officials from and against all claims, demands, liabilities, suits, judgments and decrees, losses and costs and expenses of any kind or nature whatsoever on account of claims made by a third party and which are caused directly and solely by the Indemnifying Party or its personnel, regardless of where such claim arose. No party hereto shall be responsible for indemnifying the other party from and against willful and wanton misconduct arising hereunder.

15. Insurance.

a. Each party hereto agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by it pursuant to Section 14, above. More specifically, the parties hereto shall procure and maintain the minimum insurance coverage listed in subsection b. below. Such coverage shall be procured and maintained with forms and insurers acceptable to Black Hawk and the Authority. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the parties pursuant to Section 14, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

b. The parties hereto shall procure and maintain at its sole and exclusive expense insurance coverage, including comprehensive liability, personal injury, property damage worker's compensation and, if applicable, emergency medical service professional liability with minimum combined single limits of six hundred thousand dollars (\$600,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall contain a severability of interests provision. The Authority's policy required by this Section 15 shall be endorsed to include the other's officers and employees as additional insured's. Every such policy required above shall be primary insurance. No additional insured endorsement to the policy required by this Section 15 shall contain any exclusion for bodily injury or property damage arising from completed operations.

c. The certificate of insurance provided by each party shall be completed by the other party as evidence that a policy or policies providing the required coverage, conditions, and minimum limits is in full force and effect, and shall be reviewed and approved by the other party. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the other party. The completed certificate of insurance shall be sent to:

City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422
Attn: City Clerk

d. Failure on the part of either party to procure or maintain a policy or policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of agreement upon which the other party may immediately terminate this Agreement, or at its discretion, the non-breaching party may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the non-breaching party shall be repaid by the other upon demand.

e. Both parties reserve the right to request and receive a certified copy of any policy and any endorsement thereto.

f. Black Hawk and the Authority further understand and agree that Black Hawk and the Authority, their officers, and their employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the Owner, its officers or employees.

16. Notices. Any notices or demand under which the terms of this agreement and under any statute must or may be given or made by the Black Hawk or Authority shall be in writing and shall be given or made by personal service, telegram, first class mail, or by certified or registered mail to the parties:

City of Black Hawk
P.O. Box 68
201 Selak
Black Hawk, CO 80422

Gilpin Ambulance Authority
P.O. Box 638
Black Hawk, CO 80422

17. Severability. In the event any provision of this Agreement is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect in any manner, the legality of the remaining provisions of this Agreement, and each provision of the

Agreement will be and is deemed to be separate and severable from each other provision.

18. Jurisdiction. This Agreement is made in and subject to the laws of the State of Colorado. Any disputes shall be brought in the District Court in and for the County of Gilpin, State of Colorado.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above-written.

CITY OF BLACK HAWK, COLORADO

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

GILPIN AMBULANCE AUTHORITY

Buddy Schmalz, President

ATTEST:

EXHIBIT A
TYPICAL FLEET MAINTENANCE SERVICE

- 1) Lube, Oil and filter changes**
- 2) Tire repair and Tire replacement and balancing**
- 3) Brake repairs**
- 4) Tune-ups**
- 5) Replacement of belts and hoses**
- 6) Fuel injection cleaning**
- 7) Replacement of starters and alternators**
- 8) Minor exhaust repairs**
- 9) Head light, tail light, and emergency equipment repairs or replacement**
- 10) Cooling system repairs including water pumps, heater cores, radiators**
- 11) Suspension repairs, springs, struts, shocks, ball joints, tie rod ends, etc.**
- 12) Vehicle chassis electrical system**
- 13) Hydraulic repairs or replacements**
- 14) Minor welding and machine work**
- 15) Bumpers, Front and rear replacements**
- 16) Coach and cab repairs that techs are comfortable completing**

495 Apex Valley Rd.
PO Box 638
Black Hawk, CO 80422



Main: (303) 582-5499
Fax: (303) 582-3390
admin@gilpinambulance.com

RFP for Accounting Services for Board Review

Request for Proposal: Accounting Services

RFP No.: GAA-2025-ACCOUNTING

Date of Issue: [Date]

Date Proposals are Due: [Date]

1. Introduction and General Information

The Gilpin Ambulance Authority (GAA), the primary prehospital medical provider for Gilpin County, Colorado, is seeking proposals from qualified and experienced accounting agencies to provide comprehensive ambulance accounting services. The purpose of this Request for Proposal (RFP) is to select a vendor that can deliver efficient, accurate, and compliant accounting services while maintaining the highest level of integrity and patient care.

1.1. About the Gilpin Ambulance Authority (GAA)

- GAA provides 24/7 coverage with EMTs and paramedics, operating out of two stations in Gilpin County, which includes Black Hawk and Central City.
- The service responds to both 911 emergency calls and frequent mutual aid calls in neighboring counties.
- The authority serves a small resident population but experiences a moderate call volume due to significant tourism from local gaming establishments and various other recreational opportunities.

1.2. Scope of Services

The selected vendor will be responsible for accounting and bookkeeping services, including but not limited to:

- Maintain and reconcile general ledger and subsidiary accounts.
- Reconcile bank accounts and bank statements.
- Prepare monthly, quarterly, and annual financial statements.
- Support the District Manager and Board with financial reports and analysis.
- Assist in the preparation of the annual budget in compliance with C.R.S. §29-1-103 et seq.

- Coordinate with the independent auditor and provide all necessary documentation for annual audits.
- Ensure compliance with applicable state and federal reporting requirements.
- Advise on accounting practices, internal controls, and fiscal policies.
- Payroll processing and reporting.
- Accounts payable and accounts receivable management.
- Grant and debt service accounting.
- Assistance with TABOR and mill levy calculations and certification to the County.
- Attendance at Board meetings when requested.
- Other accounting/bookkeeping duties as needed

1.3. Commercially Reasonable Efforts

- Consultant will perform all services in a professional and timely manner, in accordance with generally accepted accounting principles.

2. Proposal Submission and Timeline

2.1. Key Dates

- RFP Issued: [Date]
- Deadline to Submit Questions Via Email: [Date]
- Responses to Questions Posted to [INSERT PLATFORM NAME]: [Date]
- Proposal Submission Deadline: [Date], [Time] Mountain Time
- Vendor Interviews (if needed): [Date]
- Anticipated Contract Award: [Date]
- Anticipated Contract Start Date: [Date]

2.2. Submission Instructions

- Proposals must be submitted electronically via email to:
bputnam@gilpinambulance.com
- The subject line of the email should clearly state: "Response to RFP: GAA Ambulance Accounting Services."
- Proposals must be clearly organized and address all sections of this RFP.
- The proposal shall consist of two separate PDF documents: a **Technical Proposal** and a **Price Proposal**.
- Late submissions will not be considered.

2.3. Questions

- Questions regarding this RFP must be emailed and submitted in accordance with the Schedule outlined in Section 2.1 herein.
- All questions must be clearly designated with the email subject line "Accounting Services RFP Questions." Questions without this subject line may not be considered. Questions communicated by telephone or in person will not be considered.
- All questions will be responded to on [INSERT PLATFORM NAME] at [INSERT URL] no later than the date indicated in the Schedule above.
- Any response by GAA that changes the terms, conditions, and/or specifications of this RFP will be posted on the website as an addendum. No other communications of any kind may be considered to change the terms, conditions, and/or specifications of this RFP.

3. Technical Proposal Requirements

The Technical Proposal should demonstrate the vendor's understanding of the GAA's needs and its ability to provide the required services. It must include the following sections:

3.1. Company Background and Experience

- Provide an overview of your company, including its legal name, business structure, address, telephone number, website URL, and contact person's name and email address.

- Detail your experience providing accounting services, including names and qualifications of key personnel who will be assigned to GAA, the number of years in operation and evidence of any necessary licensure, registrations, and credentials (indicate if there has been any history of revocation or suspension).
- Provide references for at least three (3) current or former clients of similar size and scope, preferably including other municipal or rural EMS agencies. Include telephone and email contact information for each reference.
- List any pending legal actions against the company.
- List any known potential conflicts of interest that may result during the course of performance for the services.

3.2. Proposed Approach and Methodology

- Describe your approach to managing accounting functions.
- Outline your proposed methodology for maintaining accurate and compliant financial records.
- Describe how you will coordinate with the GAA board, management, and auditor.
- Explain your process for ensuring compliance with Colorado's Local Government Budget Law, Audit Law, and other relevant statutes.

3.3. Reporting Capabilities and Technology

- Describe the format and frequency of financial reporting to be provided, including examples of your standard reporting package.
- Identify key performance metrics or benchmarks that will be tracked and reported.
- Explain how reports will be presented to GAA.
- Describe your software and technology, including how it ensures data security and HIPAA compliance.

3.4. Compliance and Training

- Demonstrate familiarity with applicable Colorado laws, including Title 29 (Government-Local), Title 32 (Special District Act), TABOR, and state audit and budget requirements.
- Outline procedures to ensure compliance with all statutory deadlines and reporting obligations.

3.5. Services Agreement and Signature

- The proposal must be signed physically or electronically by an officer or person qualified to bind the vendor.
- Comments and requested revisions to the form Services Agreement circulated in connection with this RFP, including without limitation the insurance requirements. Post-award comments to the Services Agreement not included in the proposal shall not be considered.

4. Price Proposal Requirements

The Price Proposal should be submitted as a separate document and must contain the following:

4.1. Fee Structure

- Provide a detailed fee proposal, including proposal, including hourly rates by staff position, retainer or flat-fee options, and estimated annual costs.
- Specify any additional charges for special projects, travel, or out-of-scope services.
- Indicate proposed billing frequency and payment terms.

5. Proposal Evaluation

Proposals will be evaluated by a selection committee based on the following criteria:

- **Qualifications and Experience:** The vendor's background, years of experience, and references.
- **Understanding of Scope and Technical Approach:** The clarity and effectiveness of the proposed accounting strategy.

- **Fee Structure and Cost:** The competitiveness and transparency of the proposed pricing.
- **Reporting Capabilities and Software:** The quality and accessibility of data reporting and technology.
- **References and Past Performance:** The feedback from provided references.
- **Other Criteria:** Any other criteria deemed material by GAA.

5.1. Procedure for Selecting Proposal

- The proposals are expected to be evaluated by [INSERT GAA STAFF OR COMMITTEE, AS APPLICABLE], which will make a recommendation to GAA's Board of Directors. As part of its evaluation process, GAA may request clarifications and additional information, conduct customer reference checks, require a subset of finalists to make a presentation to GAA's selection team and/or Board, hold multiple rounds of review with a limited group of proposers, and take any other action necessary to perform a thorough and objective evaluation of each proposal.
- In the event that GAA elects to accept a proposal, it shall accept in writing the proposal that, in its estimation, will best serve the interests of GAA.
- Subsequent to the proposal due date, GAA reserves the right to negotiate (i) terms and conditions of any services agreements with the selected vendor and (ii) modifications to a proposal with a single vendor without obligation to negotiate similar modifications with other vendors.
- GAA further reserves the right to reject any and all proposals, waive any and all formalities, disregard all nonconforming, non-responsive or conditional proposals, and terminate, modify, or suspend the RFP process. This RFP does not commit GAA to award a contract.

6. Terms and Conditions

- The GAA reserves the right to reject any and all proposals, to waive any informalities, and to negotiate with any or all respondents.

- Proposers are responsible for all costs incurred in the preparation of their response. GAA assumes no liability for payment of any pre-contractual expenses incurred by proposers.
- The initial contract term will be for two years with options to extend for two additional years based on satisfactory performance.
- All proposals submitted will become property of GAA and may be subject to public disclosure pursuant to the Colorado Open Records Act, § 24-72-200.1, et seq., C.R.S.
- GAA, as a political subdivision of the State, is exempt from sales and use taxes. Following the award of proposal, a tax exemption certificate will be furnished by GAA upon request by the successful vendor.
- Proposals may be withdrawn within 48 hours of their submission. Following the 48-hour withdrawal period, proposals are binding on the vendor for a period of 60 days.
- This RFP does not obligate GAA or the selected vendor to provide any services or make any payments unless and until a contract is signed and approved by both parties. This RFP requires a separate written contract to be prepared in substantially the same form as the attached form of Services Agreement.
- The vendor, by submitting a proposal, agrees to not unlawfully discriminate against any employee, or applicant for employment, of the vendor or GAA or any member of the public on the basis of disability, race, sex, age, national origin, religion, sexual orientation, protective hairstyle, gender identity or expression, marital or military status, pregnancy, political affiliation or any other status protected by federal or state law.
- Any modifications to this RFP or addenda pertaining to this RFP will be published to the GAA website. Proposers are responsible to periodically check the GAA website for relevant updates prior to submission of the proposal.
- The laws of the State of Colorado shall govern this RFP. Venue for any dispute arising out of or relating to this RFP shall be in the State of Colorado District Court for Gilpin County.

7. Contact Information

All inquiries regarding this RFP must be submitted in writing to:

Bobby Putnam

Deputy Chief

Gilpin Ambulance Authority

bputnam@gilpinambulance.com

(303) 582-5499 ext 102

**SAMPLE SERVICES AGREEMENT
BETWEEN**

**GILPIN AMBULANCE AUTHORITY
and
Name of Vendor**

THIS SERVICES AGREEMENT (“Agreement”) is made and entered into the most recent day and year set forth below by and between **GILPIN AMBULANCE AUTHORITY**, a quasi-municipal corporation and political subdivision of the State of Colorado (“Owner”), whose mailing address is 495 Apex Valley Rd., Black Hawk, CO 80422, and **NAME OF VENDOR** (“Vendor”), whose mailing address is Vendor Mailing Address. The Owner and the Vendor are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties as follows:

1. Scope of Services. The Vendor agrees to provide Accounting services, as further described in **Exhibit A**, attached hereto and incorporated herein by this reference (“Scope of Services”). All provisions of **Exhibit A**, including without limitation any terms and conditions included therein, shall be subject to the provisions of this Agreement. In the event of a conflict or inconsistency between a provision in the body of this Agreement and a provision in **Exhibit A** or any other exhibit or schedule attached hereto, the provision in the body of this Agreement shall control.

2. Time of Commencement and Completion of Services. The services to be performed pursuant to this Agreement shall be initiated no later than Commencement Date and completed no later than Completion Date. Any modifications to such deadlines must be agreed upon in writing by the Parties prior to the applicable deadline.

3. Early Termination by Owner. Notwithstanding the time periods contained herein, the Owner may terminate this Agreement at any time without cause by providing written notice of termination to the Vendor. Such notice shall be delivered at least three (3) days prior to the termination date contained in said notice unless otherwise agreed in writing by the Parties. In the event of any such early termination by the Owner, the Vendor shall be paid for services rendered prior to the date of termination, subject only to the satisfactory performance of the Vendor’s obligations under this Agreement. Vendor understands and agrees that such payment shall be the Vendor’s sole right and remedy for such termination.

4. Suspension. Without terminating this Agreement or breaching its obligations hereunder, the Owner may, at its convenience, suspend the services of the Vendor by giving the Vendor written notice one (1) day in advance of the suspension date. Upon receipt of such

notice, the Vendor shall cease its work in as efficient a manner as possible so as to keep its total charges to the Owner for services under this Agreement to the minimum, but in no circumstance later than three (3) business days after receipt of the notice of suspension. No work shall be performed during such suspension except with prior written authorization by the Owner Representative (as defined below). If a suspension is still in effect thirty (30) calendar days after the Vendor's receipt of the notice of suspension, the Vendor may terminate this Agreement by providing the Owner with written notice of termination. Upon the Owner's receipt of such notice of termination from Vendor, this Agreement will be deemed terminated.

5. Compensation. In consideration of the services to be performed pursuant to this Agreement, the Owner agrees to pay the Vendor the amounts set forth in **Exhibit A**. Total compensation shall not exceed Amount spelled out Dollars (\$Numeric amount). The Owner shall provide no benefits to the Vendor other than the compensation stated above. The Vendor shall bill its charges to the Owner periodically, but no more frequently than once a month.

6. Qualifications on Obligations to Pay. No partial payment made by the Owner shall be considered final acceptance or approval of that part of the Scope of Services paid for or shall relieve the Vendor of any of its obligations under this Agreement. Notwithstanding any other terms of this Agreement, the Owner may withhold any payment (whether a progress payment or final payment) to the Vendor if any one or more of the following conditions exists:

(a) The Vendor is in default of any of its obligations under this Agreement, including without limitation the obligation to maintain insurance and provide Certificates of Insurance to the Owner in accordance with Section 13 (Insurance).

(b) Any part of such payment is attributable to services that are not performed in accordance with the terms of this Agreement and its associated exhibit(s). The Owner will pay for any portion of the services performed in conformance with this Agreement and its associated exhibit(s).

(c) The Vendor has failed to make payments promptly to any third-party used to perform any portion of the services hereunder, subject to Paragraph 9, for which the Owner has made payments to the Vendor.

7. Owner Representative. The Owner will designate, prior to commencement of work, its project representative (the "Owner Representative") who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the Scope of Services. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to the Owner Representative.

8. Independent Vendor. The Vendor agrees that the services to be performed by the Vendor are those of an independent Vendor and not of an employee of the Owner. **The Vendor is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. Neither the Vendor nor its employees, if any, are entitled to workers'**

compensation benefits from the Owner for the performance of the services described in this Agreement.

9. Assignment. The Vendor shall neither assign any responsibilities nor delegate any duties arising under this Agreement to a third party without the prior written consent of the Owner, which may be granted or denied in Owner's sole discretion.

10. Standard of Care. The Vendor shall perform the services hereunder at or above the standard of care of those in its profession or industry providing similar services in the Owner's local area; provided, however, that in the event the standard of care is higher in the local area where the Vendor's office primarily responsible for providing the services is located, then the standard of care applicable to the local area where the Vendor's office is located shall be applicable to such services.

11. Accuracy of Work. The Vendor represents, covenants, and agrees that its work will be accurate and free from any material errors. The Vendor shall correct any errors or deficiencies in the Vendor's services of which it becomes aware promptly and without additional compensation unless such corrective action is directly attributable to errors or deficiencies in information furnished by the Owner. The Owner's approval of the Vendor's services shall not diminish or release the Vendor's duties or obligations hereunder, since the Owner is ultimately relying upon the Vendor's skill and knowledge to perform the Scope of Services. The obligations contained in this Section 11 shall survive for a period of two (2) years following termination or expiration of this Agreement.

12. Duty to Warn. The Vendor agrees to call to the Owner's attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Vendor by the Owner or a third-party that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, the Vendor shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so by the Owner. Nothing shall detract from this obligation unless the Vendor advises the Owner in writing that such data may be unsuitable, improper, or inaccurate and the Owner nevertheless confirms in writing that it wishes the Vendor to proceed according to such data as originally given.

13. Insurance.

(a) During the term of this Agreement, the Vendor shall purchase and maintain, at its own cost and expense, the following:

(i) Workers' compensation insurance for its employees, if any, as required by Colorado law with limits of at least \$500,000 per injury or illness an employee suffers as a result of providing the services hereunder, with a \$500,000 aggregate per occurrence.

(ii) Employer's liability insurance with limits of at least \$500,000 per employee/accident and \$1,000,000 aggregate.

(iii) Commercial general liability insurance covering, without limitation, premises operations, products-completed operations, contractual liability insuring the obligations assumed by the Vendor under this Agreement, personal and advertising injury, and broad form property damage, with limits of at least \$2,000,000 per occurrence for bodily injury, death or damage to property; \$2,000,000 per occurrence for personal and advertising injury; \$2,000,000 products-completed operations; and \$2,000,000 general aggregate; and

(iv) Automobile liability insurance covering all owned, hired and non-owned vehicles used in the performance of the Vendor's services under this Agreement with a limit of at least \$2,000,000 combined per accident for bodily injury and property damage; and

(b) The insurance required herein may be satisfied through any combination of primary and excess/umbrella liability policies.

(c) The insurance required herein shall be written by an insurance company or companies that (i) have an A.M. Best Company rating of "A-VII" or better, and (ii) are authorized to issue insurance in the State of Colorado.

(d) The Owner, the Owner Representative, and the Owner's directors, officers, employees shall be endorsed as "Additional Insureds" under the (i) commercial general liability insurance policy for both ongoing and completed services for a period of two (2) years; and (ii) automobile liability policy.

(e) The Vendor shall provide a waiver of subrogation endorsement, or its equivalent, under the (i) workers' compensation; (ii) commercial general liability; and (iii) automobile liability insurance policies in favor of the Owner, its directors, officers, agents, and employees.

(f) All liability insurance policies required herein shall provide that the coverage is primary and non-contributory to other insurance available to the Owner and its directors, officers, agents, and employees. Any insurance maintained by the Owner and its directors, officers, agents, and employees shall be excess of and shall not contribute with the Vendor's insurance.

(g) Prior to commencement of performance, the Vendor shall provide certificates of insurance satisfactory to the Owner that clearly evidence all insurance coverages required herein, including but not limited to endorsements (individually and collectively, "Certificates of Insurance"). The Vendor agrees that, until the Owner is supplied with Certificates of Insurance, no payment under this Agreement will be made by the Owner. The Vendor will provide the Owner with updated Certificates of Insurance within ten (10) calendar days of the anniversary of the effective date of coverage should that date fall during the term of this Agreement. Failure of the Owner to require Certificates of Insurance or to identify a deficiency in coverage shall not relieve the Vendor of its responsibility to provide the specific insurance coverages set forth herein.

(h) Subject to Section 9 (Assignment), the Vendor shall require each subcontractor and/or third-party performing work for the Vendor related to the Scope of Services to purchase and maintain insurance of the types and with policy limits no less than those required of Vendor under this Section 13. All general liability policies carried by a subcontractor and/or third-party shall be endorsed to include the Additional Insureds identified above. Each subcontractor and/or third-party shall be required to provide Vendor, upon request, with certificates of insurance evidencing such coverage prior to commencement of work by a subcontractor and/or third party.

(i) The insurance policies afforded hereunder shall not be cancelled or allowed to expire unless at least thirty (30) days' prior written notice has been delivered to the Owner, except in the event of cancellation due to non-payment of a premium, in which case notice shall be given to the Owner no later than ten (10) days prior to cancellation of the policy. Upon receipt of any notice of cancellation or non-renewal, the Vendor shall, within five (5) days, procure other policies of insurance as necessary to comply with this Section 13 and provide Certificates of Insurance evidencing the same to the Owner. Notwithstanding the provisions contained in Section 19 (Remedies), if the Vendor fails to procure the required insurance or provide the Owner with Certificates of Insurance within the timeframe provided, the Owner may terminate or suspend this Agreement upon written notice to the Vendor.

14. Accessibility Standards. Vendor shall ensure all equipment provided pursuant to the Agreement is in compliance with all applicable provisions of §§ 24-85-101, *et seq.*, C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Colorado Governor's Office of Information Technology ("OIT") pursuant to Section §24-85-103 (2.5), C.R.S. (collectively, the "Accessibility Standards"). Vendor shall indemnify, defend, and hold harmless the Owner against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by the Owner in relation to Vendor's failure to comply with the Accessibility Standards.

15. Intentionally deleted.

16. Compliance with Laws. The Vendor is obligated to familiarize itself and comply with all laws applicable to the performance of the Scope of Services, including without limitation all state and local licensing and registration requirements.

17. Acceptance Not Waiver. The Owner's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the Owner under this Agreement.

18. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement, such Party may be declared in default.

19. Remedies. Except as provided in Section 13(i) (Insurance), in the event a Party

declares a default by the other Party, such defaulting Party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the Party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. If the non-defaulting Party commences legal or equitable actions against the defaulting Party, the defaulting Party shall be liable to the non-defaulting Party for the non-defaulting Party's reasonable attorney fees and costs incurred because of the default.

20. Indemnification; No Waiver of Liability or Immunity. The Vendor agrees to indemnify, defend, and hold harmless the Owner and its officers, directors, employees, agents, engineers/architects and attorneys from any and all damages and liabilities arising from the Vendor's performance of the Scope of Services. As part of this obligation, the Vendor shall compensate the Owner for the time, if any, spent by its legal counsel in connection with such claims or actions. The Vendor's obligations under this Section 20 shall be to the fullest extent permitted by law and shall survive termination or expiration of this Agreement. **Notwithstanding any other provision contained in this Agreement, including but not limited to Exhibit A, the Owner does not agree to defend, indemnify, or hold harmless the Vendor or waive or limit the Vendor's liability (either by type of liability or amount).** The Owner is relying on and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, defenses, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to the Owner or its officers or employees.

21. Binding Effect. This writing constitutes the entire agreement between the Parties and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the Parties' respective survivors, heirs, personal representatives, successors and permitted assigns.

22. Amendment. No amendment or modification of this Agreement shall be binding upon the Parties unless the same is in writing and approved by a duly authorized representative of each Party.

23. Law; Venue. The laws of the State of Colorado shall govern the construction, interpretation, execution, and enforcement of this Agreement. Venue for any dispute between the Parties arising out of or relating to this Agreement shall be in the State of Colorado District Court for Gilpin County.

24. Severability. In the event any term or condition of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

25. Annual Appropriation. The Owner's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of the Owner's Board of Directors.

26. Ownership of Work Product. All documents such as reports, plans, drawings and contract specifications, information, and other materials prepared or furnished by the Vendor (or the Vendor's independent professional associates, permitted subcontractor, and consultants) and paid for pursuant to this Agreement are instruments of public information and property of the Owner. All internal documents which support the public information such as field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Vendor as instruments of service shall be provided to the Owner. The Owner understands such documents are not intended or represented to be suitable for reuse by the Owner or others for purposes outside the specific scope and conditions of the Scope of Services. Any reuse without written verification or adaptation by the Vendor for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to the Vendor, or to the Vendor's independent professional associates, permitted subcontractor, or consultants.

27. Taxes. The Owner is a governmental entity and is therefore exempt from state and local sales and use tax. The Owner will not pay for or reimburse any sales or use tax that may not directly be imposed against the Owner. The Vendor shall use the Owner's sales tax exemption for the purchase of any and all products and equipment on behalf of the Owner.

28. Time is of the Essence. All times stated in this Agreement are of the essence.

29. Notices. All notices which are required, or which may be given under this Agreement shall be effective when mailed via registered or certified mail, postage prepaid and sent to the address first set forth above.

30. Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, *et seq.*, C.R.S.

31. No Third-Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

32. Section Headings. The section headings in this Agreement have been inserted for convenience of reference only and shall not affect the meaning or interpretation of any part of this Agreement.

33. Not Construed Against Drafter. Each Party acknowledges that it has had an adequate opportunity to review each and every provision contained in this Agreement, including the opportunity to consult with legal counsel. Based on the foregoing, no provision of this Agreement shall be construed against either Party by reason of such Party being deemed to have drafted such provision.

[Signature Pages Follow]

OWNER:

GILPIN AMBULANCE AUTHORITY, a
quasi-municipal corporation and political
subdivision of the State of Colorado

By: _____
Name: _____
Title: _____
Date: _____

VENDOR:

NAME OF VENDOR

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

SCOPE OF SERVICES AND COMPENSATION

(Attach Vendor's proposal or other documentation if available and intended for incorporation into the Agreement)

495 Apex Valley Rd.
PO Box 638
Black Hawk, CO 80422



Main: (303) 582-5499
Fax: (303) 582-3390
admin@gilpinambulance.com

AirGas Contract for Review

From: [MANERBINO, Dawna](#)
To: [Bobby Putnam](#)
Subject: Re: Airgas Contact
Date: 29 October 2025, 11:48:24

Hi Bobby,

Here is your current pricing. This is a significant savings for a long term commitment.

Rent Large Medical		0.46/day
Rent Small Medical Wobs		0.35/day
OX USP200	OXYGEN USP MEDICAL PURE 200 CGA 540	52.49
OX USP125	OXYGEN USP 125 CGA 540	34.99
OX USPDAWBEMS	OXYGEN USP DA MED CGA WOB EMS	29.16
OX USPDAWB	OXYGEN USP DA MED CGA WOB	30.06
OX USPDAWBDSEMS	OXYGEN USP DA MED CGA WOB EMS	30.06

Dawna Manerbino

Life Science and Healthcare Specialist (Intermountain Region) | Airgas, an Air Liquide company

305 Air Park Drive Ste 2 | Ft. Collins, CO 80524 | 303.681.5049

dawna.manerbino@airgas.com | [Airgas.com](https://www.airgas.com)

Fill Your Potential.™

On Wed, Oct 29, 2025 at 11:11 AM Bobby Putnam <bputnam@gilpinambulance.com> wrote:

Hi Dawna,

This is no pricing listed in this current document. One of our board members would like to see what we pay now versus what's in the proposal. Do you have something I could pass along to them?
Thank you for your help!



Bobby Putnam, P-CP

Deputy Chief | Community Paramedic / **Gilpin Ambulance Authority**

A: 495 Apex Valley RD PO BOX 638 Black Hawk, CO 80422

P: (303) 582-5499 ext 102 **M:** (720) 327-1617 **F:** (303) 582-3390

E: bputnam@gilpinambulance.com **W:** www.gilpinambulance.com

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

From: MANERBINO, Dawna <dawna.manerbino@airgas.com>

Date: Friday, October 17, 2025 at 10:43 AM

To: Bobby Putnam <bputnam@gilpinambulance.com>

Cc: Paul Ondr <pvondr@timberlinefire.com>, Gary Allen <GAllen@centralcityfire.org>, Christopher Woolley <cwoolley@cityofblackhawk.org>

CYLINDER PRODUCT SALE AGREEMENT

Airgas USA, LLC, with offices at 4810 Vasquez Blvd., Denver, CO 80216 ("Seller") and Gilpin Ambulance, with offices at 495 Apex Valley Rd N, Black Hawk, CO 80422 ("Buyer"), for and in consideration of the mutual promises and covenants set forth herein and intending to be legally bound thereby, agree as follows:

1. **Requirements.** Buyer shall buy from Seller, and Seller shall sell to Buyer, all of Buyer's total present and future requirements of industrial, specialty, and medical gases, in gaseous and/or liquid form ("Product(s)") in cylinders or dewars ("Cylinders"). Products shall be for Buyer's use at listed location(s) and at any relocated, expanded, or new Buyer location(s), upon the terms and conditions in this Agreement, including, without limitation, any rider or amendment to this Agreement. The Products shall be for Buyer's own use, and not for resale, unless the parties execute a resale addendum. Buyer shall not transfill Products from any gas or liquid storage vessels or other equipment ("Equipment") or cylinders provided by Seller into other containers unless the parties execute a transfill addendum.
2. **Term.** This Agreement shall be effective as of August 29, 2025 ("Effective Date"). The initial term of this Agreement shall be seven (7) years and shall commence upon the Effective Date ("Initial Term"). Thereafter, this Agreement shall automatically renew for successive one year terms (a "Renewal Term") unless terminated at the end of the then-current term upon not less than twelve months' written notice by either party. The Initial Term and any Renewal Terms shall be the "Term." Seller shall have the right to terminate this Agreement and recover the possession of the Cylinders, if Buyer fails to abide by any terms of this Agreement, including but not limited to, the failure to pay any amounts owed when and as due.
3. **Payment Terms.** The pricing for Products purchased hereunder, which may be adjusted by Seller from time to time, shall be as set forth in this Agreement or any rider or amendment hereto. Buyer shall make payment in full by cash, check, wire transfer or CTX formatted ACH by the thirtieth day following the date of invoice. Continued open account credit is subject to Seller's assessment of Buyer's financial condition and ability to pay. In the event Buyer fails to make any payment when and as due, Seller may (a) cease all Product deliveries; (b) require Buyer, as a condition of receiving deliveries, to prepay for such deliveries and pay past due amounts as specified by Seller; (c) collect from Buyer on any delinquent balance interest at the rate of one and one-half percent per month or, if less, the maximum rate permitted by law; and/or (d) remove any Cylinders provided by Seller and terminate, in whole or in part, this Agreement.
4. **Charges.** Buyer shall pay (a) Seller's itemized charges set forth in this Agreement, including, without limitation, any rider or amendment to this Agreement and (b) any surcharges that Seller may assess due to (i) extraordinary, emergency or other unanticipated increases in the cost of manufacturing, purchasing, supplying or distributing Product and/or (ii) Product shortages (collectively, "Charges"). Charges are not subject to Section 9 (Price Changes) and may be amended or others may be added at Seller's discretion. None of the Charges represents a tax or fee paid to or imposed by any governmental authority, and all of the Charges are retained by Seller. Seller may not have specifically quantified the relationship between such Charges and the actual costs associated with such Charges, which can vary by Product, service, time and place, among other things.
5. **Cylinders and Rental Fees.** Seller shall maintain records of all Cylinder deliveries and returns hereunder and shall charge Buyer rental at the rate set forth on the riders attached hereto, which rate(s) may be adjusted from time to time. If not listed on a rider, rental fees will be priced at market rate. Buyer shall keep all Cylinders in secure locations. Buyer shall return to Seller, in a good and non-contaminated condition, all Cylinders delivered to it, with valves closed, complete with caps and fittings, and shall pay to Seller the replacement value for a new Cylinder of that type of any contaminated, lost or damaged Cylinder, cap or fitting. Buyer shall not permit Cylinders to be filled with any product not furnished by Seller. The total or partial destruction or loss of any of the Cylinders shall not release or relieve Buyer from the duty to pay the rental fees set forth herein. The Cylinders shall at all times remain the property of Seller. Buyer shall at all times keep the Cylinders free of all claims, liens, and encumbrances.
6. **Taxes.** Buyer shall be responsible for all applicable taxes related to or arising from this Agreement.
7. **Compliance/SDS.** Buyer shall instruct its employees and agents to comply, and at all times Buyer shall comply, with all applicable federal, state and local statutes, regulations and laws regarding the safe handling, transportation and use of the Products, including without limitation all relevant reporting obligations under the Emergency Planning and Community Right-To-Know Act, the Occupational Safety and Health Act. Buyer acknowledges and agrees that Seller has provided Buyer with all relevant Safety Data Sheets (SDS). Additional SDSs and copies are available: (i) at the local Airgas branch or (ii) by logging on to www.airgas.com/sds-search. Buyer understands that the Products must not be used without first consulting the SDS.
8. **Buyer's Responsibilities.** Products are sold on the condition that they be handled, used and disposed of in conformance with recognized industry and professional standards, including those related to the protection of human health and the environment. Buyer acknowledges that there are hazards associated with the use of the products, that it understands such hazards, and that it is the responsibility of buyer to warn and protect all those exposed to such hazards. It is Buyer's responsibility to ensure that: (i) the use of the Products complies with all applicable laws, codes and regulations for the relevant jurisdiction; and (ii) the Products are safe for the intended use and are handled in a safe and professional manner. Buyer shall have the sole responsibility for determining the suitability of any of seller's products for the use contemplated by Buyer.
9. **Price Change.** If Seller increases the price for a Product sold under this Agreement, such increase shall become effective fifteen (15) days after written notice is given to Buyer. If within fifteen (15) days of receiving such notice, the Buyer furnishes Seller with a copy of a bona fide firm, written offer to sell such Product under similar circumstances at prices lower than such revised prices, Seller shall have fifteen (15) days within which to, at Seller's sole option, either meet the lower price or revert to the Buyer's price in effect before the price increase. If Seller agrees to meet a lower pricing offer or reverts to the price in effect at time of increase, this Agreement shall renew for a period equal to the length of the initial term. If Seller does not exercise its option to adjust the price, Buyer may terminate this Agreement by giving Seller thirty (30) days' prior written notice of such termination.
10. **Warranties.** Seller warrants that, at the time of delivery, all Products furnished hereunder shall comply with Compressed Gas Association (CGA) guidelines. **SELLER SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES OR WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE. SELLER MAKES NO WARRANTIES OF ANY KIND FOR ANY TECHNICAL ADVICE PROVIDED BY SELLER TO BUYER. SELLER ASSUMES NO OBLIGATION OR LIABILITY FOR ANY TECHNICAL ADVICE GIVEN BY SELLER WITH REFERENCE TO THE USE OF PRODUCTS OR RESULTS WHICH MAY BE OBTAINED THEREFROM, AND ALL SUCH ADVICE IF GIVEN AND ACCEPTED IS AT BUYER'S SOLE RISK.**
11. **Remedy; Limitation of Liability.** **SELLER'S SOLE LIABILITY AND BUYER'S SOLE REMEDY FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM PRODUCTS, DELIVERY OF NON-CONFORMING PRODUCTS, SELLER'S FAILURE TO DELIVER SUCH PRODUCTS, OR SERVICES PROVIDED BY SELLER SHALL BE LIMITED TO, AT SELLER'S OPTION, THE REFUND OF THE PURCHASE PRICE OR REPLACEMENT OF THE PRODUCT OR SERVICE IN QUESTION. SELLER SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES, ARISING OR ALLEGED TO ARISE OUT OF OR IN CONNECTION WITH ITS PERFORMANCE HEREUNDER OR WITH ANY PRODUCT OR CYLINDER SOLD OR LEASED HEREUNDER. THE LIMITATIONS CONTAINED IN THIS SECTION SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR DAMAGES IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR OTHERWISE, AND SHALL APPLY EVEN WHERE SUCH DAMAGES ARE CAUSED IN WHOLE OR IN PART, BY THE NEGLIGENCE, GROSS NEGLIGENCE OR ACTS AND OMISSIONS OF THE PARTY CLAIMING DAMAGES OR THE PARTY FROM WHOM DAMAGES ARE SOUGHT.**
12. **Indemnification.** Buyer shall indemnify, defend and hold Seller harmless against all claims, suits, actions, liabilities, costs, attorney's fees, expenses, damages, judgments or decrees by reason of any personal injury (including death) or property damage arising out of Buyer's use of Seller's Products, except to the extent that such personal injury or property damage is due to the sole negligence of Seller.
13. **Attorneys' Fees.** In the event that an attorney must be employed for the collection of any amount due hereunder, or with any failure of Buyer to abide by the terms of this Agreement, Buyer shall pay all such reasonable attorneys' fees.

14. **Excuse of Performance; Allocation.** Seller shall not be liable for failure to perform if prevented by circumstances beyond its reasonable control. If Seller is unable to supply Products to Buyer, then Buyer may obtain replacement products from other sources for that period of time during which Seller is unable to supply Buyer. This right is subject to Seller's prior written consent, which shall not be unreasonably withheld. If sufficient Product is not available from Seller's normal source of supply for any reason, Seller may allocate Product among its own requirements and its customers. Seller will make reasonable efforts to obtain additional Product from other sources, provided Buyer shall pay all additional costs associated with such Product.

15. **Governing Law, Dispute Resolution; Class Action and Trial by Jury Waiver.** This Agreement shall be governed by and construed in accordance with the substantive law of the State of Delaware, without regard to its conflict of laws principles. Prior to either party filing a lawsuit, except to prevent the running of any applicable statute of limitations, all disputes and claims regarding this Agreement shall be submitted to non-binding mediation. If the parties cannot agree on a mediator, one will be selected pursuant to American Arbitration Association rules. **BOTH PARTIES HERETO HEREBY WAIVE ALL RIGHT OR ENTITLEMENT TO TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE THAT ARISES OUT OF OR RELATES IN ANY WAY HERETO OR TO PRODUCT SUPPLIED HEREUNDER. ANY CLAIM MUST BE BROUGHT IN THE RESPECTIVE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, REPRESENTATIVE, MULTIPLE PLAINTIFF, OR SIMILAR PROCEEDING ("CLASS ACTION"). THE PARTIES EXPRESSLY WAIVE ANY ABILITY TO MAINTAIN ANY CLASS ACTION IN ANY FORUM.**

16. **Notices; Acceptance.** Unless otherwise provided herein, all notices shall be in writing, addressed to the intended recipient at the address above or such other address as the recipient may provide, and shall be deemed to have been given (i) on the date such notice is hand delivered, sent by overnight courier providing proof of delivery, or sent by email to an address provided by the recipient for such purpose; or (ii) two (2) business days after being deposited with the United States Postal Service, if sent by U.S. mail. Notwithstanding the foregoing, a notice of termination under Section 2 (Term) hereof must be given by overnight courier providing proof of delivery. Buyer represents that Buyer is contractually free to enter into this Agreement and to perform hereunder. Buyer shall fully indemnify, hold harmless, and defend Seller (and its employees, officers, directors, agents, and affiliates) from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, costs and expenses (including but not limited to reasonable attorney's fees) (collectively, "Claims" and each a "Claim") which arise out of or relate to Buyer's representation in this Section 16, in each case whether or not such Claim has any merit. This Agreement with any riders and/or amendments represents the entire Agreement between Seller and Buyer in relation to the sale of Products. Amendments to this Agreement shall be in writing and no acceptance by Seller of any purchase order, acknowledgment, or other document specifying different and/or additional terms or conditions shall be effective. This Agreement shall inure to the benefit of Seller and Buyer and their respective successors and assigns. **The parties hereto, by their authorized representatives, have caused this Agreement to be signed as of the day and the year accepted by Seller below.**

GILPIN AMBULANCE (Buyer)

AIRGAS USA, LLC (Seller)

Accepted By: _____

Submitted By: Dawna Manerbino

Printed Name: _____

Accepted By: _____

Title: _____/Authorized Representative

Printed Name: _____

Date: _____

Title: _____ Date: _____

Email: _____



**Rider to Cylinder Product Sale Agreement between Gilpin Ambulance and Airgas USA, LLC,
with an Effective Date of August 29, 2025**

Buyer's Locations: 495 Apex Valley Rd. N, Black Hawk, CO 80422
7457 Blackhawk Blvd., Black Hawk, CO 80422
116 Lawrence St., Central City, CO 80427
19126 Highway 119, Blackhawk, CO 80422

Product	Description	Price/Cylinder	Cylinder Size	Daily Rental Fee
OX USPDAWB	Medical Oxygen	\$18.00	D	\$0.20
OX USPDAWBEMS	Medical Oxygen	\$18.00	D	\$0.20
OX USPEAWB	Medical Oxygen	\$22.00	E	\$0.20
OX USP125	Medical Oxygen	\$29.00	125	\$0.30
OX USP200	Medical Oxygen	\$34.00	200	\$0.30
OX USPDA	Medical Oxygen	\$18.00	D	\$0.20

*All other Products not listed but purchased by Buyer from Seller under the Agreement will be priced at market level as determined by Seller, including daily rental fees.

Additional Requirements: Should there be a material increase in Buyer's requirements for any of the Products set forth on this Rider, as compared to Buyer's requirements at the inception of the Agreement, Seller shall not be obligated, but shall have the right at its option, to deliver Product that exceeds such original amount. If, to meet such additional requirements, Seller must obtain Product from alternative sources of supply, Buyer shall pay all additional costs associated with such additional supply.

CHARGES

Hazmat Charge (Product) is \$10.00 per Delivery

Hazmat Charge (Cylinder Rental) is \$5.00 per Monthly Invoice

Delivery Charge is \$50.00 per Delivery

Fuel Charge is Variable

Energy Charge is Variable

AGREED TO AND ACCEPTED BY:

GILPIN AMBULANCE (BUYER) By: _____ Printed Name: _____ Title: _____/Authorized Representative Date: _____	AIRGAS USA, LLC (SELLER) By: _____ Printed Name: _____ Title: _____ Date: _____
--	--