



### Board of Directors

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Chief Jeremy Gardner

**EL PASO COUNTY EMERGENCY SERVICES AUTHORITY  
BOARD MEETING AGENDA  
Wednesday, January 7, 2015 – 3:00 p.m.  
Pikes Peak Regional Development Center  
2880 International Circle, 2nd Floor Hearing Room, Colorado Springs, CO 80910**

Call to Order – Determination of a quorum

This meeting is being recorded to assist in the production of meeting minutes.

- 1. CHANGES TO AGENDA/POSTPONEMENTS**
- 2. PUBLIC COMMENT FOR ITEMS NOT SCHEDULED ON THE AGENDA**
- 3. APPROVAL OF THE MINUTES OF DECEMBER 3, 2014 [Action/Approval]**
- 4. REGULAR BUSINESS**
  - A. October 2014 Compliance Report (Caroline Sasaki) [Action/Approval]
  - B. Treasurer's Report for November 2014 (Wayne Florek) [Action /Approval]
  - C. Community Relations Report (Laura Saenz) [Information]
  - D. Scatter Map Data (Laura Saenz) [Information]
- 5. NEW BUSINESS**
  - A. Election of Officers (Chair Sallie Clark) [Action/Approval]
  - B. Statement of Posting Locations (Caroline Sasaki) [Information]
  - C. AMR/ Security Mutual Aid Agreement (Ted Sayer) [Information]
  - D. Participating Agency IGA – Falcon (Kenneth Hodges) [Action /Approval]

- E. Participating Agency IGA – District Status (Caroline Sasaki) [Information]
- F. Audit Update – Prior ESA (Caroline Sasaki) [Information]
- G. Board Member/Staff Comments

**6. EXECUTIVE SESSION REQUESTS**

In accordance with the Colorado Open Meetings Law, Section 24-6-402 (4), the El Paso County Emergency Services Authority, in open session, will determine whether it will hold a closed executive session. The matter for executive session will be limited to the topics identified in Section 24-6-402 (4) of the Open Meetings Law, and the topic for discussion will be stated in the open session in as much detail as possible without compromising the purpose of the executive session. The Chair shall poll the ESA members, and upon consent of two-thirds of the members present, an executive session will be held. If consent to the executive session is not given, the item may be discussed in open session or withdrawn from consideration.

**7. ADJOURNMENT**

**PACKETS ARE SENT VIA E-MAIL TO EXPEDITE INFORMATION**

Pursuant to the Colorado Open Meetings Law, CRS §24-6-401, et Seq. and ARTICLE TWO Section 2.9.C of THE EL PASO COUNTY EMERGENCY SERVICES AUTHORITY Agreement, this agenda was posted at the El Paso County’s administration offices at Centennial Hall, 200 S. Cascade Ave., Colorado Springs, Colorado on or before January 6, 2015. Please call Caroline Sasaki at 520-7654 or email her at carolinesasaki@elpasoco.com if you wish to submit your name and e-mail address to receive notice of future meetings.

<b>TENTATIVE SCHEDULE OF UPCOMING COMMITTEE MEETINGS</b>			
<b>DATE</b>	<b>MEETING</b>	<b>TIME</b>	<b>LOCATION</b>
<b>January 20, 2015</b>	Research Committee	8:30 AM	2880 International Circle, 1 <sup>st</sup> Floor Conference room
<b>January 28, 2015</b>	Planning Committee	4:30 PM	2880 International Circle, 1 <sup>st</sup> Floor Conference room

# ESA December Board Meeting

## MINUTES

DECEMBER 3, 2014 3:00 P.M.

PIKES PEAK REGIONAL BUILDING DEPARTMENT  
2880 INTERNATIONAL CIRCLE, COLORADO SPRINGS

<b>FACILITATOR</b>	Chief Carl Tatum
<b>NOTE TAKER</b>	Caroline Sasaki
<b>ATTENDEES</b>	Councilmember Sam Gieck, Wayne Florek, Dr. Julie Kiley, Jeffery Force, Chief Steve Murphy, Chief Matt Love, Kenneth Hodges, Dr. Timothy Hurtado, William Normile, Jim Reid
<b>ABSENT</b>	Commissioner Sallie Clark, Mayor Keith McCafferty, Chief Jeremy Gardner

### Agenda topics

#### 1. CHANGES TO AGENDA/POSTPONEMENTS

<b>DISCUSSION</b>
None.

#### 2. PUBLIC COMMENT

<b>DISCUSSION</b>
None.

#### 3. APPROVAL OF THE MINUTES OF NOVEMBER 5, 2014

<b>DISCUSSION</b>	
None.	
<b>MOTION</b>	<b>PERSON RESPONSIBLE</b>
Motion to approve the minutes of the November 5, 2014 meeting.	Wayne Florek
Second	Chief Matt Love
Approved	Unanimous

#### 4.A. SEPTEMBER 2014 COMPLIANCE REPORT

<b>DISCUSSION</b>	
<p>Caroline Sasaki reviewed the assessment summary for September, noting that the potential assessments were \$3,674.25, and the recommended assessments were \$3,511.50. She added that there were five calls which exceeded the maximum response times, three in the Suburban 12 zone and two in the Rural 20 zone. The assessments associated with these calls totaled \$511.50. No calls exceeded excessive response times allowed. She continued that AMR met the minimum zone standard in all zones except the Suburban 12 zone which was 84.103%. Ms. Sasaki pointed out a new section in the report for compliance trends since there are now three months of available data. Relating to exemptions, AMR requested one exemption, as the crew that responded to this call was asked by the fire department to divert from this call to a different call.</p> <p>Chief Tatum asked Ted Sayer of AMR what is being done to get the Suburban 12 zone closer to 90%. Mr. Sayer reported they will be basing an ambulance in the Stratmoor Fire Department as of December 3rd. He added that they'll continue to monitor and revisit this solution, and make adjustments as needed.</p>	
<b>MOTION</b>	<b>PERSON RESPONSIBLE</b>
Motion to accept the September compliance report.	Wayne Florek
Second	Dr. Tim Hurtado
Approved	Unanimous

4.B. COMMITTEE REPORTS

<b>DISCUSSION</b>
Chief Steve Murphy reported the Research Committee met on December 19th, and thanked Ted Sayer and Tim Dienst of Ute Pass EMS for their continued help. The committee will continue to focus on the long term plan, and plan to visit each district to gather input from the agencies.
Dr. Kiley stated the Medical Control Committee met prior to the Board meeting. There were no complaints, and they reviewed the high risk procedures that were performed and found all were appropriate. She stated there are big changes coming in terms of protocols in the county, with the most significant item to note being intramuscular ketamine for the excited delirium patient. Statewide, the dose for adults will be five mg per kilogram, beginning on December 16th. All changes will be posted on the county website, and any questions can be directed to Dr. Hurtado.

4.C. COMMUNITY RELATIONS REPORT

<b>DISCUSSION</b>
Caroline Sasaki reported that Laura Saenz of AMR, who normally presents the Community Relations report, could not attend the meeting today. Ms. Sasaki continued that AMR will be hosting a new radio show called Heartbeat Colorado, which will feature local healthcare agencies and discuss current healthcare topics and will air at 8:00 a.m. on Saturdays and Sundays on 101.3.

4.D. SCATTER MAP DATA

<b>DISCUSSION</b>
Ted Sayer of AMR addressed the scatter map for October and the overlay map for the dual response area (city and county). He pointed out the vast majority of exceptions are in the Stratmoor area. He continued that the challenge in that area is well-defined, but they have a good plan to address it.

5.A. PARTICIPATING AGENCY IGA - BROADMOOR FIRE PROTECTION DISTRICT

<b>DISCUSSION</b>	
Assistant County Attorney Kenneth Hodges addressed the board, reporting the majority of the IGAs presented during this meeting follow the template IGA with no changes. He added that the Broadmoor IGA follows the template form, and the IGA was signed as is.	
<b>MOTION</b>	<b>PERSON RESPONSIBLE</b>
Motion to approve the Broadmoor Fire Protection District IGA.	Wayne Florek
Second	Bill Normile
Approved	Unanimous

5.B. PARTICIPATING AGENCY IGA – CALHAN FIRE PROTECTION DISTRICT

<b>DISCUSSION</b>	
Kenneth Hodges stated this IGA is the template form, with no changes.	
<b>MOTION</b>	<b>PERSON RESPONSIBLE</b>
Motion to approve the Calhan Fire Protection District IGA.	Wayne Florek
Second	Jeff Force
Approved	Unanimous

5.C. PARTICIPATING AGENCY IGA - DONALD WESCOTT FIRE PROTECTION DISTRICT

<b>DISCUSSION</b>	
Kenny Hodges presented the IGA from Donald Wescott, and stated the district did not make any changes to the template.	
<b>MOTION</b>	<b>PERSON RESPONSIBLE</b>

Motion to approve the Donald Wescott Fire Protection District IGA.	Jeff Force
Second	Chief Steve Murphy
Approved	Unanimous

5.D. PARTICIPATING AGENCY IGA - EL PASO COUNTY SEARCH AND RESCUE

<b>DISCUSSION</b>	
Kenny Hodges presented the El Paso County Search and Rescue IGA, and stated there were a couple of changes that were not extensive. The changes memorialized the fact that SAR does not provide ambulance service, and they don't have individual separate jurisdiction within El Paso County as they are a private non-profit.	
<b>MOTION</b>	<b>PERSON RESPONSIBLE</b>
Motion to approve the El Paso County Search and Rescue IGA.	Bill Normile
Second	Dr. Julie Kiley
Approved	Unanimous

5.E. PARTICIPATING AGENCY IGA - FALCON FIRE PROTECTION DISTRICT

<b>DISCUSSION</b>	
Mr. Hodges stated that Falcon Fire Protection District had quite a few changes, intended to memorialize the fact that Falcon is providing ambulance service through a contract with AMR. However, one substantive change was the removal of the notice of termination of the agreement to the ESA. Mr. Hodges added that the contract between AMR and Falcon was included as an appendix, which does have provision for a 120 day notice of termination to AMR. Mr. Hodges didn't have an objection from a legal form standpoint, and felt notice was implicit by the inclusion of the AMR contract as an appendix. Chief Tatum directed Mr. Hodges to ask the district to include a provision for notifying the ESA. The board decided to continue this item to the next board meeting with no motion.	

5.F. PARTICIPATING AGENCY IGA - PALMER LAKE VOLUNTEER FIRE DEPARTMENT

<b>DISCUSSION</b>	
Kenny Hodges presented the IGA from the Palmer Lake Volunteer Fire Department, and stated the IGA follows the original blank template. Chief Murphy pointed out that the district crossed out the "City of Fountain" in Section A and replaced it with the "Town of Palmer Lake" regarding the ESA/City of Fountain IGA. Mr. Hodges stated it wouldn't affect the enforceability of the contract, and the board could decide whether to continue this item to the next meeting or approve it as is. After a brief discussion, the board decided to move forward in approving this IGA with direction to Mr. Hodges to get back with the district and explain the difference between the ESA/City of Fountain IGA and the IGA between the ESA and the fire district.	
<b>MOTION</b>	<b>PERSON RESPONSIBLE</b>
Motion to approve the Palmer Lake Volunteer Fire Department IGA.	Chief Steve Murphy
Second	Dr. Tim Hurtado
Approved	Unanimous

5.G. PARTICIPATING AGENCY IGA - STRATMOOR HILLS FIRE DEPARTMENT

<b>DISCUSSION</b>	
Mr. Hodges informed the board that the Stratmoor Hills Fire Department used the template IGA, and filled in the blanks with the district name without additional changes.	
<b>MOTION</b>	<b>PERSON RESPONSIBLE</b>
Motion to approve the Stratmoor Hills Fire Department IGA.	Wayne Florek
Second	Chief Steve Murphy
Approved	Unanimous

5.H. PARTICIPATING AGENCY IGA - TRI-LAKES MONUMENT FIRE PROTECTION DISTRICT

<b>DISCUSSION</b>	
Mr. Hodges informed the board that this fire district also used the template IGA, and filled in the blanks.	
<b>MOTION</b>	<b>PERSON RESPONSIBLE</b>
Motion to approve the Tri-Lakes Monument Fire Protection District IGA.	Jeff Force
Second	Chief Matt Love
Approved	Unanimous

5.I. PARTICIPATING AGENCY IGA - DISTRICT STATUS

<b>DISCUSSION</b>
Caroline Sasaki reported that we have six districts who have not returned an IGA, which are Crystal Park, Edison, Ellicott, Peyton, Simla, and Tri-County.

5.J. 2015 ESA BOARD MEETING SCHEDULE

<b>DISCUSSION</b>	
Caroline Sasaki reminded the board that last month the 2015 meeting schedule was discussed as an informational item, and that today it's set for an action item. Dr. Kiley added that the Medical Control Committee would like to move their meetings to the Memorial Administrative Center to follow a meeting that is held there on the same days as the Medical Control Committee meetings.	
<b>MOTION</b>	<b>PERSON RESPONSIBLE</b>
Motion to approve the 2015 meeting schedule with direction for Caroline Sasaki to update the time and location for the Medical Control Committee meetings.	Jeff Force
Second	Wayne Florek
Approved	Unanimous

5.K. BOARD MEMBER/STAFF COMMENTS

<b>DISCUSSION</b>
Bill Normile addressed the mutual aid agreement between Security and AMR, and asked Ted Sayer if the agreement had been completed yet. Mr. Sayer replied it was, and Caroline Sasaki stated it would be on the agenda for the next board meeting. Jim Reid brought up the policy regarding board member attendance, and the board has a member who has missed more than three meetings. He stated that the board needs to address this issue at the next meeting.

6. EXECUTIVE SESSION REQUESTS

<b>DISCUSSION</b>
None.

7. ADJOURNMENT

<b>DISCUSSION</b>	
None	
<b>MOTION</b>	<b>PERSON RESPONSIBLE</b>
Motion to adjourn.	Jeff Force
Second	Wayne Florek
Approved	Unanimous

MEETING ADJOURNED AT 4:02 P.M.



**Board of Directors**

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Chief Matt Love  
Chief Jeremy Gardner

**ESA Performance & Compliance Report  
October 2014**

**I. ESA COMPLIANCE REVIEW SUMMARY**

Pursuant to the Intergovernmental Agreement Concerning the El Paso County Emergency Services Authority (“ESA”) dated June 24, 2014, El Paso County and the City of Fountain have created the ESA to oversee an exclusive contract to provide ground emergency ambulance service to the ESA’s service area within El Paso County. Appendix A, of the Ground Emergency Ambulance Services Contract between El Paso County Emergency Services Authority and American Medical Response of Colorado, Inc. (“Contractor”), which was effective July 1, 2014, provides that Contractor agrees that, in the event it fails to meet performance requirements set forth in the Contract, it shall pay assessments in the amount and manner set forth in Section 3 of Appendix A. The assessments represent a reasonable endeavor by the ESA and the Contractor to estimate a fair compensation for the foreseeable damage to the ESA and its residents due to Contractor’s failure to meet the performance standards set forth in the Contract. The assessments are in the nature of liquidated damages and are not punitive in nature. Payment by the Contractor of an assessment shall constitute a full release and satisfaction of the particular matter.

In accordance with Section 10 of the contract, the Contractor provided all required performance and compliance reports during the reporting period. The Contractor has reviewed and concurs with the contents of this report. A representative sampling and subsequent assessment of associated records for Code 3 calls documented in the Contractor’s submitted data indicated that records were accurately prepared and factually reported for October 2014.

**A. Appendix A, Section 12 – Scheduled Assessment Increases**

Current Contract Section	Description	Contract Effective Date
		July 1, 2014
Appendix A, 3.e.	Exceeding response times - per minute, with cap of \$500	\$23.25
Appendix A, 3.f.	Excessive per call penalty	\$25.00
Appendix A, 3.g.	90% Urban/Suburban (per % pt or fraction thereof)	\$500.00

CPI measure:

45% of the CPI - Transportation Index

45% of the CPI - Health Care Index

10% of the CPI - All Components

**B. Assessment Summary**

The data provided by the Contractor and reviewed by ESA staff indicated that the Contractor met the contractual response standards included in the contract. The total recommended assessment for October 2014 is \$1,058.00.

Recommended Assessment Summary		
October 2014		
Performance Standard	Potential	Recommended
Per Call Performance (Exceeding Maximum)	\$1,058.00	\$1,058.00
Excessive Per Call Penalties	\$0.00	\$0.00
Zone Standards (90%) Suburban and Rural	\$0.00	\$0.00
Exemptions	\$23.25	\$0.00
<b>TOTAL</b>	<b>\$1,081.25</b>	<b>\$1,058.00</b>

**II. CONTRACTOR PERFORMANCE & COMPLIANCE REPORT**

**A. Per Call Performance (3.e.)** – In October, there were seven calls which exceeded the Maximum Response Time allowed in the contract (subject to the 100 call rule). During this month, there were two zones with at least 100 calls, the Suburban 12 and Rural 20 zones. There were 8 calls in Frontier 25, 45 in Frontier 35, 14 in Frontier 45, and 17 in Wilderness 45.

Suburban 12 - October 2014								
Date	Call #	District	Max	Excessive	Response Time	Amt in Excess	Excess	Per Call Assessment
2014-10-03	125650	Sub 12	0:18:00	0:28:00	0:23:39	0:05:39	\$0.00	\$139.50
2014-10-12	129430	Sub 12	0:18:00	0:28:00	0:19:54	0:01:54	\$0.00	\$46.50
2014-10-16	131467	Sub 12	0:18:00	0:28:00	0:18:05	0:00:05	\$0.00	\$23.25
2014-10-10	128545	Sub 12	0:18:00	0:28:00	0:19:02	0:01:02	\$0.00	\$46.50
Rural 20 - October 2014								
2014-10-01	124489	Rural 20	0:30:00	0:43:00	0:40:02	0:10:02	\$0.00	\$255.75
2014-10-02	125383	Rural 20	0:30:00	0:43:00	1:05:19	0:35:19	\$0.00	\$500.00
2014-10-13	130157	Rural 20	0:30:00	0:43:00	0:31:35	0:01:35	\$0.00	\$46.50
<b>Assessments</b>								<b>\$1,058.00</b>

**B. Excessive Per Call Penalties (3.f.)** – During the current period, none of the zones with at least 100 calls had response times which exceeded the excessive response time allowed in the contract. Any call that exceeds this response time would incur an additional \$25 flat fee penalty.

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

**C. Zone Standard – Suburban and Rural (3.g.)** – Percentage of calls (subject to the 100 call rule) which meet the Minimum Response Time Standards in Suburban and Rural zones (90%), reported monthly. The contractor met the minimum zone standard in all the zones for October except Wilderness 45.

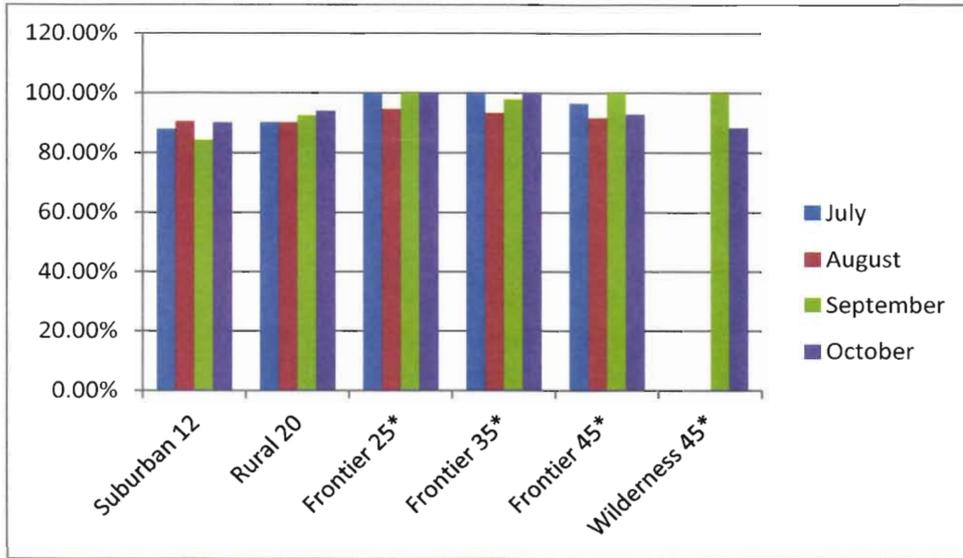
October 2014				
Response Area	Total Responses	Total Transports	Total Lates	Compliance Percent
ESA Frontier 25*	8	2	0	100.00%
ESA Frontier 35*	45	24	0	100.00%
ESA Frontier 45*	14	4	1	92.857%
ESA Wilderness 45*	17	6	2	88.235%
ESA Rural 20	116	54	7	93.966%
ESA Suburban 12	221	118	22	90.045%
<b>Zone Standard</b>				90.000%

\*Zone data provided for information only, excluded from penalty as stated in section 3.g.

**D. Compliance Trend**

Below is the compliance history for each zone from July to the present. In July and August, calls in the Frontier 45 and Wilderness 45 zones were combined into the Frontier 45 zone (the calls in these zones were split as of September).

Zone	July	Aug	Sept	Oct
Suburban 12	87.85%	90.43%	84.10%	90.05%
Rural 20	90.14%	90.14%	92.42%	93.97%
Frontier 25*	100.00%	94.74%	100.00%	100.00%
Frontier 35*	100.00%	93.33%	97.83%	100.00%
Frontier 45*	96.61%	91.67%	100.00%	92.86%
Wilderness 45*	-	-	100.00%	88.24%



**E. Exemptions (3.d.)** – Under the terms of the current contract, exemptions may be granted for “unusual circumstances beyond Contractor’s reasonable control.” These may include, without limitation, unusually severe weather conditions, disasters, difficult or restricted patient access, private roads, change of location, bad address, or other factors as determined in the sole discretion of the ESA. Exempted calls are excluded from calculations and do not count as an on-time responses.

- A. Responses canceled en route.
- B. Multiple units: Additional units’ times are measured from the time the additional unit is requested until it arrives on scene.
- C. Breakdowns: If a unit breaks down at the scene, the response time is measured when the additional unit is requested until it arrives. If a unit breaks down en route to the scene, the response time is measured from the original time of request of the first unit until the replacement unit arrives.
- D. Good Cause (weather, road conditions, traffic, or system overload, etc.)

For the month of October 2014, the Contractor requested two Code 3 calls be exempted from the data to determine compliance with performance standards as required under the current contract. One call was weather related and the other was an additional response to one incident.

October 2014								
Zone	Date	Call #	Max	Excessive	Resp Time	Amt in Excess	Excessive per Call Fee	Potential Assessment
Frontier 45	10/9/2014	128281	0:55:00	1:15:00	0:55:59	0:00:59	\$0.00	\$23.25
Sub 12	10/2/2014	124991	0:18:00	0:28:00	0:12:34	0:00:00	\$0.00	\$0.00
Total								<b>\$23.25</b>

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**Caroline Sasaki**

**ESA NOVEMBER 2014 FINANCIAL REPORT**  
Reported on January 7, 2015

	2014 Budget	November 2014 Current Month Actuals	2014 YTD Actuals	2014 Unobligated Balance	2014 Variance %
<b><u>OPERATING REVENUES</u></b>					
<b>Contract Administration (Per Agreement)</b>					
ESA Administration	\$ 40,000.00	\$ 18,488.75	\$ 40,000.00	\$ -	0.0%
Appropriation from Fund Balance	\$ -	\$ -	\$ -	\$ -	0.0%
<b>Operating Revenue Subtotal (Contract Administration)</b>	\$ 40,000.00	\$ 18,488.75	\$ 40,000.00	\$ -	0.0%
<b>Other Operational Revenue</b>					
Interest	\$ 50.00	\$ 11.00	\$ 27.00	\$ (23.00)	-46.0%
Compliance Assessments (Allocated to Grants Fund)	\$ -	\$ -	\$ 500.00	\$ 500.00	0.0%
<b>Operating Revenues Subtotal (Other)</b>	\$ 50.00	\$ 11.00	\$ 527.00	\$ 477.00	954.0%
<b>TOTAL OPERATING REVENUES (All Sources)</b>	\$ 40,050.00	\$ 18,499.75	\$ 40,527.00	\$ 477.00	1.2%
<b><u>OPERATING EXPENDITURES</u></b>					
<b>Contract Administration (Per Agreement)</b>					
El Paso County Compliance Administration	\$ 30,000.00	\$ 5,855.73	\$ 17,567.19	\$ (12,432.81)	-41.4%
Contract Research/Evaluation	\$ -	\$ -	\$ -	\$ -	0.0%
Financial Audit / Accounting	\$ -	\$ -	\$ -	\$ -	0.0%
Insurance	\$ 2,000.00	\$ -	\$ 1,865.00	\$ (135.00)	-6.8%
Office/Automation Expenses	\$ 500.00	\$ -	\$ -	\$ (500.00)	-100.0%
Information Services	\$ 300.00	\$ -	\$ 235.63	\$ (64.37)	-21.5%
<b>Operating Expenses Subtotal (Contract Administration)</b>	\$ 32,800.00	\$ 5,855.73	\$ 19,667.82	\$ (13,132.18)	-40.0%
<b>Other Operational Expenses</b>					
Grants (From Actual / Available Compliance Assessments)	\$ 50.00	\$ -	\$ -	\$ (50.00)	-100.0%
<b>Operating Expenses Subtotal (Other)</b>	\$ 50.00	\$ -	\$ -	\$ (50.00)	
<b>TOTAL OPERATING EXPENDITURES (All Sources)</b>	\$ 32,850.00	\$ 5,855.73	\$ 19,667.82	\$ (13,182.18)	-40.1%
<b><u>VARIANCE: REVENUES OVER EXPENDITURES</u> — Surplus / (Deficit)</b>	\$ 7,200.00	\$ 12,644.02	\$ 20,859.18	\$ 13,659.18	189.7%



## **Community Relations Report November 2014**

**AMR was able to transport 9 patients using our “Home for the Holidays” program. We transport patients home to enjoy Thanksgiving Day with their loved ones.**

### **Donated Special Events/Community Education**

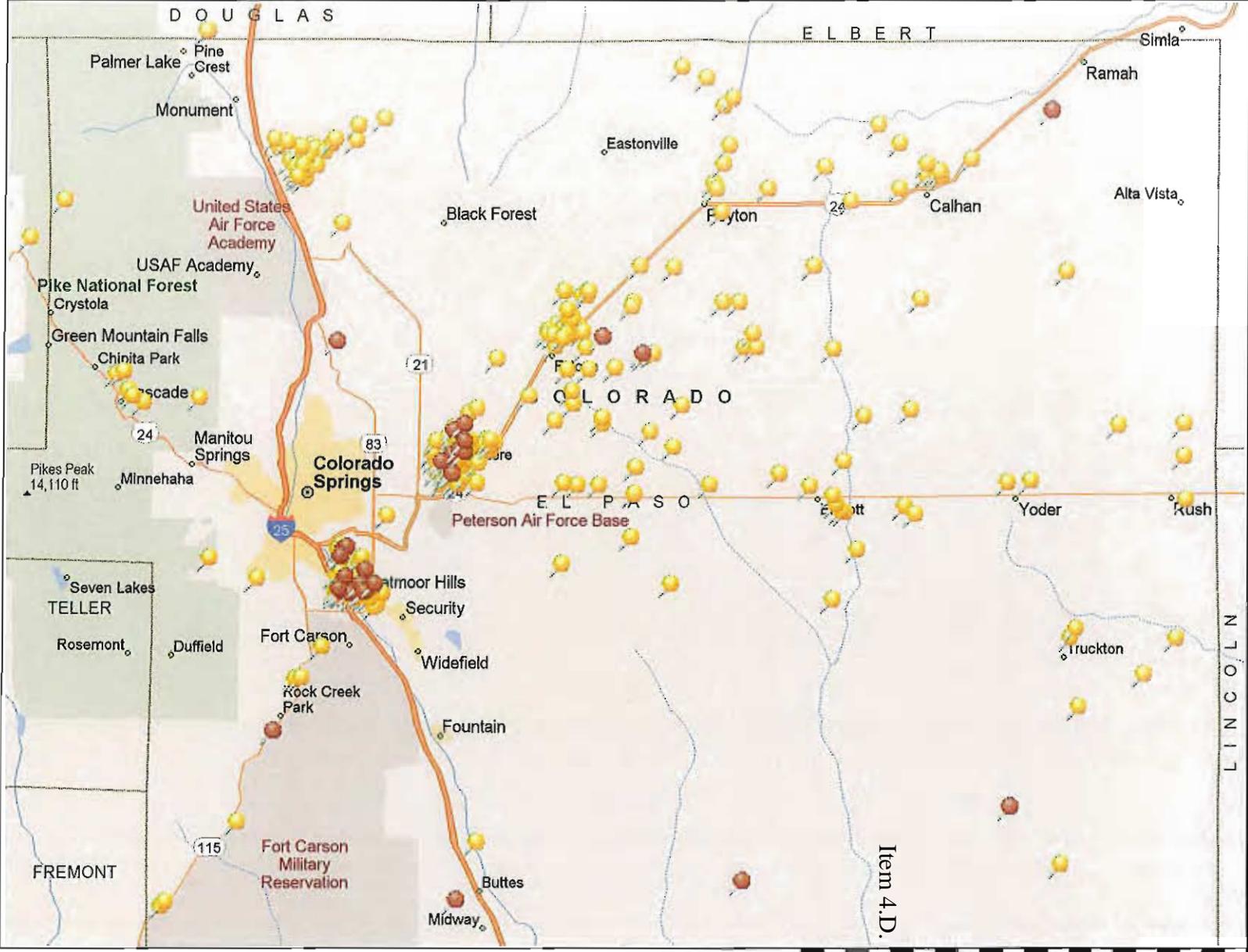
- Kids on Bikes Event
- D-11 8<sup>th</sup> Grade Career Fair
- Pioneer Health Fair
- Girl Scout 127 Ambulance Tour
- Girls on the Run 5K
- Pike Peak Towers Blood Pressure Checks

### **AMR actively participates in the following on an on-going basis**

- Safe Kids Coalition
- Drive Smart Steering Committee
- Leadership Pikes Peak
- Colorado Springs Executives Association
- Pikes Peak Fire Fighters Association
- Pikes Peak Chief’s Forum
- Pikes Peak Elder Abuse Coalition
- Meal on Wheels

# November All Calls and Exceptions

- Pushpins**
-  November Exceptio...
  -  November All Calls

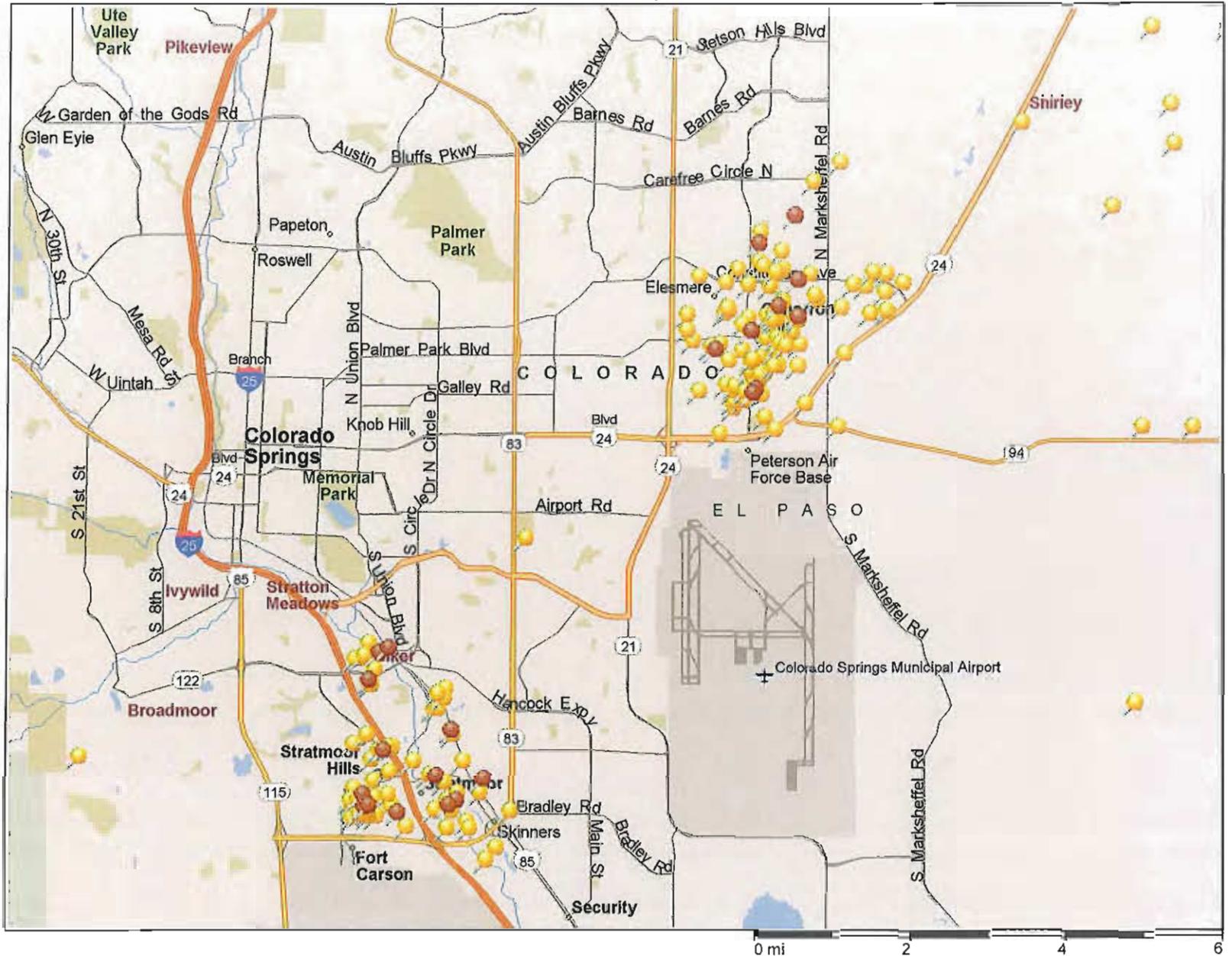


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# November All Calls and Exceptions

## Pushpins

-  November Exceptio...
-  November All Calls



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## Scattergram Information

November 2014

### Cimarron Hills:

Total Calls	94
Exceptions	9
Percentage	90.43%

### Stratmoor Hills

Total Calls	104
Exceptions	16
Percentage	84.62%

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#### Board of Directors

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Commissioner Peggy Littleton (Alternate)  
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Timothy Hurtado, D.O.

Chief Carl Tatum  
Chief Steve Murphy  
Chief Matt Love  
Chief Jeremy Gardner  
Jeffery S. Force  
William Normile

#### MEMORANDUM

TO: ESA Board of Directors  
FROM: Caroline Sasaki, Business Administrator  
DATE: January 7, 2015  
RE: Open Meetings Posting Locations

Pursuant to the Colorado Open Meetings Law (C.R.S. §§ 24-6-402), a local public body such as the ESA must take action to designate the public places for posting its meeting notices annually at its first regular meeting of each calendar year.

Section III.10 of the ESA's bylaws adopted June 24, 2014, entitled "Open Meetings Requirements," states the following:

"Notice of all regular and special meetings shall include an agenda and shall be posted at the **El Paso County Administration Building, located at 200 S. Cascade Ave., Colorado Springs, Colorado**, no less than 24 hours prior to the meeting. Meeting notices may also be posted on the ESA's website, [www.esaboard.org](http://www.esaboard.org)."

The ESA's regular meetings are normally held in the Pikes Peak Regional Development Center, 2880 International Circle, Colorado Springs, CO 80910. Meeting minutes are maintained by the ESA's administrative staff at their offices located at 3275 Akers Drive, and are regularly posted on the ESA's website, [www.esaboard.org](http://www.esaboard.org). The official custodian of the minutes will be the newly appointed Secretary to the Board.

This notice serves as the official designation of open meetings posting locations for the El Paso County Emergency Services Authority for 2015.



## Medical Services Mutual Aid Agreement

**THIS AGREEMENT** is made between the American Medical Response company and the provider set out on the signature page of this Agreement. The parties shall mutually be referred to as the "Contracting Agencies" or singularly as "Agency".

**WHEREAS**, the Contracting Agencies maintain paid and/or volunteer emergency medical services, together with personnel and equipment used to provide such services;

**WHEREAS**, more than one medical emergency may arise contemporaneously in one or the other of the jurisdictions of the Contracting Agencies resulting in greater demands than the manpower and/or equipment of that Agency can handle or an emergency may arise that is of such intensity that it cannot be handled solely by the equipment and manpower of the Agency in whose jurisdiction the emergency occurs or an emergency may arise which transcends jurisdictional boundaries;

**WHEREAS**, non-emergency or scheduled requests for medical transportation may arise that cannot be performed with the manpower of the Agency in whose jurisdiction the non-emergency occurs or a non-emergency may arise which transcends jurisdictional boundaries;

**NOW, THEREFORE**, in consideration of the mutual covenants, performances and agreements hereafter set forth, it is mutually understood and agreed between the Contracting Agencies as follows:

1. **Definitions.** The "Answering Agency" is the Agency that responds to the request for emergency medical services or non-emergency medical services. The "Requesting Agency" is the Agency requesting medical transportation services assistance under this Agreement.
2. **Mutual Assistance and Aid.** Subject to the exceptions stated below, the Contracting Agencies agree to respond when possible to requests for medical transportation services assistance. These requests by the requesting agency may or may not originate within jurisdictional boundaries of the other Contracting Agency. The extent of any response to a request, including the choice of personnel and equipment, shall be entirely within the discretion of the Answering Agency. Included in such Answering Agency's discretion shall be a determination of whether or not such a request for assistance may be answered without jeopardizing the safety and protection of the citizens and property of the Answering Agency. Any decision not to respond to a request for aid shall be promptly communicated to the Requesting Agency.
3. **Requests for Assistance and Aid.** An authorized official representing a Requesting Agency shall make all requests for aid. Each request for aid is subject to approval by an official of the Answering Agency, without charge to the Requesting Agency, and with the understanding that personnel and equipment of the Answering Agency shall be subject only to the liability, workers' compensation, and/or other insurance of that Answering Agency. Any request for assistance hereunder should include a statement of the amount and type of equipment and personnel requested, and shall specify the location to which the equipment and response personnel are to be dispatched. However, an official of the Answering Agency shall determine the type and quantity of equipment and personnel to be furnished. The equipment and personnel of the Answering Agency shall at all times be under the supervision and control of the official(s) of that Answering Agency.
4. **Emergency Medical Services.** When emergency medical services are requested, the Answering Agency shall have its personnel report to the Incident Commander ("IC") or other scene commander at the location to which the equipment and personnel are dispatched. All activities shall be coordinated with the IC. Though coordination of activities occurs by the IC, the equipment and personnel of the Answering Agency shall be under the ultimate supervision of the designated personnel of the Answering Agency. The personnel of the Answering Agency shall coordinate the Answering Agency's efforts with the IC. At no time shall the Answering Agency be expected to operate contrary to standing orders or protocols of its physician advisor, company policies, operating licenses, or federal or state regulations, except as specifically provided for in writing by local, state or federal authority and/or except when destination policies are otherwise modified as necessary.

If at any time the Answering Agency responds to a mutual aid call for emergency medical services where the Requesting Agency is not at the scene, the Answering Agency will follow the treatment protocols and procedures of its physician advisor or other medical control, pursuant to the applicable Incident Command System. Response personnel shall contact the medical base of their own Agency for further orders and designation sites.

It is agreed that the Answering Agency shall not be responsible for any response time compliance or penalties under this Agreement.



**Medical Services Mutual Aid Agreement**

5. **Release of Answering Agency.** For emergency medical services, an Answering Agency shall be released from service by the Requesting Agency/Incident Commander when the services of the Answering Agency are no longer required, or when the Answering Agency determines, in its discretion, that its services are needed in another jurisdiction.

For non-emergency medical services, an Answering Agency shall be released from service when the services are complete or the Requesting Agency notifies the Answering Agency that the services are no longer required.

6. **Rights and Privileges Retained.** The personnel of each Agency, while engaged in performing any mutual aid service, activity, or undertaking under provisions of this Agreement, shall have and retain all rights and privileges notwithstanding that mutual aid service is being performed in or for the other Agency. Additionally, the Answering Agency's physician advisor and appropriate medical protocols shall govern the Answering Agency's actions.

7. **Compensation and Billing.** The Answering Agency shall be responsible for all Patient and third party billing, and agrees that the rates to be billed shall comply with applicable laws.

8. **Indemnification.** Each party will indemnify and hold the other party harmless from and against liability claims resulting from or alleged to result from any negligence or willful misconduct of the indemnifying party related to the performance of this Agreement.

9. **Insurance.** Each party represents that it has and will maintain comprehensive automobile insurance, comprehensive general liability insurance, and professional liability insurance all in minimum amounts that are customary and usual within the emergency medical services industry and workers' compensation insurance in the statutory required amounts.

10. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

**If to Other Agency:**  
**Security Fire Protection District**

**400 Security Blvd  
Security, CO 80911**

**If to AMR:**

**General Manager  
American Medical Response  
2370 N. Powers Blvd  
Colorado Springs, CO 80915**

**With Mandatory Copy to:**

**Legal Department  
American Medical Response, Inc.  
6200 South Syracuse Way, Suite 200  
Greenwood Village, Colorado 80111**

11. **Term.** The initial term of this Agreement shall be one year, commencing on the commencement date hereof, and this Agreement shall automatically renew for subsequent one-year periods thereafter, subject to the termination rights herein. The initial term and all renewal periods shall be cumulatively referred to as the "Term".

12. **Termination.** Each party may terminate this Agreement: (a) at any time without cause and at its sole discretion upon fifteen (15) days written notice to the other party; or (b) immediately upon the material breach of this Agreement by the other party.

13. **Referrals.** It is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.

14. **Relationship.** In the performance of this Agreement, each party hereto shall be, as to the other, an independent contractor and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained in this Agreement shall be construed to constitute either party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. The parties' administrative staff shall meet on a regular basis to address issues of mutual concern related to the provision of aid and the parties' respective rights and obligations hereunder. It is



## Medical Services Mutual Aid Agreement

agreed that the parties shall not be liable for payment of any salary, wages, or other compensation for any of the other Agency's personnel performing services under this Agreement.

15. **Force Majeure.** Neither party shall be responsible for any delay in or failure of performance resulting from acts of God, riot, war, civil unrest, natural disaster, labor dispute or other circumstances not reasonably within its control.
16. **Compliance.** The parties will comply in all material respects with all applicable federal, state and local laws and regulations, including the federal Anti-kickback Statute. Each party's ambulances will conform to applicable state and local regulations for medical equipment for ambulances and be duly licensed for the transportation of patients. All personnel staffing vehicles that provide the Services will be licensed or certified as required by applicable law.
17. **Compliance Program and Code of Conduct.** AMR has made available to the Facility a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR's web site, located at: [www.amr.net](http://www.amr.net), and the Facility acknowledges receipt of such documents. AMR warrants that its personnel shall comply with AMR's compliance policies, including training related to the Anti-kickback Statute.
18. **Non-Exclusion.** Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.
19. **Miscellaneous.** This Agreement (including the Schedules hereto): (a) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by

written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state where the Services are performed, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and (g) shall not be effective until executed by both parties. In the event of a conflict between this Agreement and any Schedule hereto, the terms of this Agreement shall govern.

*[Signature page to follow]*



## Medical Services Mutual Aid Agreement

IN WITNESS WHEREOF, the parties have hereto executed this Agreement as of **Insert Date** ("Commencement Date").

American Medical Response of Colorado, Inc.

By:   
Ted Sayer - General Manager

Security Fire Protection District

By: 

Print Name: David Girardin

Print Title: Fire Chief

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**INTERGOVERNMENTAL AGREEMENT FOR  
GROUND EMERGENCY AMBULANCE SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into by and between the EL PASO COUNTY EMERGENCY SERVICES AUTHORITY (“ESA”) and the Falcon Fire Protection District (“Agency”) (individually, a “Party” and collectively, the “Parties”).

**Background and Purpose**

A. Pursuant to the *Intergovernmental Agreement Concerning the El Paso County Emergency Services Authority* dated June 24, 2014 (the “Establishing IGA”), between El Paso County and the City of Fountain, created the ESA, a separate public entity, to oversee an exclusive contract to provide ground emergency ambulance services within the ESA's geographical jurisdiction, including unincorporated El Paso County and participating municipalities and special districts.

B. Effective July 1, 2014 the ESA has entered into an agreement with AMR, (the “Contractor”), for the exclusive provision of ground emergency ambulance services (the “Contract”) in the ESA’s jurisdiction (the “Exclusive Area”).

C. The Agency is a political subdivision of the State of Colorado and, pursuant to applicable state statutes, has the power and authority to provide emergency ambulance services within its jurisdictional boundaries, either directly or by contracting with a third party. The Agency currently provides ground emergency ambulance services within its jurisdictional boundaries, as now existing, or as may altered in the future by inclusions into or exclusions from the Agency’s jurisdictional boundaries, and any area to which Agency is authorized to respond, by contracting with a third party to provide such services. The Parties acknowledge that the Agency has entered into a separate service agreement with American Medical Response of Colorado, Inc., the Contractor named in paragraph B of the Recitals to this Agreement. That agreement, entitled “American Medical Response of Colorado, Inc.—Falcon Fire Protection District Service Agreement,” is dated effective April 1, 2014 (the “FFPD/AMR Service Agreement”). A copy of the FFPD/AMR Service Agreement is attached to this Addendum as Exhibit A.

D. Article XIV, Section 18 of the Colorado Constitution and C.R.S. § 29-1-201, *et seq.*, provides for and encourages political subdivisions of the State of Colorado to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with each other.

E. The Parties desire to enter into this Agreement in order to assure coordinated, effective and efficient ground emergency ambulance services within the Agency's jurisdictional boundaries which will benefit the taxpayers and citizens of the Agency, and others who receive ground emergency ambulance serves when visiting or passing through the Agency’s jurisdictional boundaries.

F. The Parties agree it is in their mutual interest, and in the interest of public health, safety, convenience and welfare, that they enter into this Agreement in order for the Agency to authorize the ESA to represent it on matters related to the provision of ground emergency ambulance services by the Contractor, and to confirm that the Agency's jurisdictional boundaries are outside of the Exclusive Area.

NOW, THEREFORE, in consideration of the mutual covenants and obligations expressed herein, the Parties agree as follows:

## Agreement

### 1. ESA's Obligations:

- A. Through the ESA board, oversee the Contractor's performance of and compliance with the Contract to provide ground emergency ambulance services in the Exclusive Area, and ensure the Contractor is otherwise complying with all terms and conditions of the Contract, at no cost to Agency.
- B. Through ESA staff, provide management, oversight and administration of the Contract, at no cost to Agency.
- C. Coordinate with state and other local government entities to provide an efficient and effective regional emergency medical response system, at no cost to Agency.
- D. Assure the ESA's compliance with the Establishing IGA, including without limitation, delivery of an annual independent audit and adoption of policies and procedures for the ESA, at no cost to Agency.
- E. At such times as required or desired by the ESA, to develop and implement a request for proposal (RFP) procurement process for a new ground ambulance services contract, at no cost to Agency.

### 2. Agency's Obligations:

- A. Provide ground emergency ambulance services within the Agency's jurisdictional boundaries, directly or through a third party, as discussed in paragraph C of the Recitals to this Agreement.
- B. Agree to be bound and abide by all ESA policies and procedures with regard to the Contract, except as otherwise set forth in this Agreement.
- C. Communicate with the ESA board any questions or concerns of the Agency in connection with performance of the Contract.

### 3. Termination of this Agreement:

- A. The ESA may terminate this Agreement upon at least sixty (60) days' written notice to the Agency. The Agency may terminate this Agreement upon at least sixty (60) days' written notice to the ESA. The parties may waive the 60-day written notice requirement upon mutual agreement.

~~BB.~~ The Agency will provide at least 60 days' written notice to the ESA in the event it decides to terminate or allow expiration of its ground ambulance services contract with AMR.

- C. In the event the governing body of the Agency does not appropriate funds to operate its ground emergency ambulance services, or appropriated funds are insufficient to operate

its ground emergency ambulance services, this Agreement shall automatically terminate without Agency liability. Such termination shall be effective upon the date that funds are no longer appropriated to fund the Agency's ground emergency ambulance services or upon the date that the Agency determines that appropriated funds are insufficient to fund its ground emergency ambulance services without compliance with paragraph 3 (A) of this Agreement. Agency will provide written notice to ESA whenever funds are not appropriated or appropriated funds are insufficient to fund the Agency's ground emergency ambulance services. Agency acknowledges its responsibility to ensure that ground emergency ambulance services are available within its jurisdictional boundaries if Agency terminates this Agreement pursuant to this paragraph 3 (B).

4. Agency Authority. This Agreement has been duly adopted by the Agency's governing body and the undersigned Agency representative is authorized to execute this Agreement on behalf of the Agency.
5. Effect. This Agreement shall be effective upon approval by both the ESA board and the Agency's governing body. This Agreement shall continue to be in effect unless terminated in accordance with paragraph 3 above, or unless superseded by a subsequent agreement among the Parties.
6. Governing Law. This Agreement, and the application and interpretation hereof, shall be governed by the laws of the State of Colorado. This Agreement will also be governed by and interpreted in accordance with applicable ordinances, regulations, rules, written guidelines and written policies. Exclusive venue for any disputes or legal proceedings arising out of this Agreement shall be in El Paso County, Colorado.
7. Severability. If any term or provision of this Agreement is found to be illegal or unenforceable by judgment or court order, then, notwithstanding such illegality or unenforceability, this Agreement shall remain in full force and effect and such term or provision shall be deemed to be deleted.
8. Entire Agreement. This Agreement contains the entire agreement of the Parties. Any prior written or oral agreements which are different from the terms, conditions and provisions of this Agreement shall not be binding upon either Party. Any amendments or modifications of the terms of this Agreement shall be approved in writing by both Parties.
9. Other Conditions.
  - A. Nothing in this Agreement shall be deemed or construed to terminate, or require the termination of, the FFPD/AMR Service Agreement. Nor shall the FFPD/AMR Service Agreement be deemed or construed in any manner as a breach of this Agreement.
  - B. Notwithstanding any provisions to the contrary in this Agreement, Agency and Contractor shall be entitled to continue to exercise any and all rights under, receive and provide any and all performance required by, and perform any and all duties under the FFPD/AMR Service Agreement.
  - C. Agency also shall be entitled to renew or enter into new agreements in the future, for services that are substantially the same as those that are the subject of the FFPD/AMR

Service Agreement, either with Contractor or with any third party of the Agency's choosing.

FOR THE EL PASO COUNTY EMERGENCY SERVICES AUTHORITY:

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Chair

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Secretary

FOR THE FALCON FIRE PROTECTION DISTRICT

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Trent Harwig, Fire Chief

## **INTERGOVERNMENTAL AGREEMENT FOR GROUND EMERGENCY AMBULANCE SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into by and between the EL PASO COUNTY EMERGENCY SERVICES AUTHORITY (“ESA”) and the Falcon Fire Protection District (“Agency”) (individually, a “Party” and collectively, the “Parties”).

### **Background and Purpose**

A. Pursuant to the *Intergovernmental Agreement Concerning the El Paso County Emergency Services Authority* dated June 24, 2014 (the “Establishing IGA”), between El Paso County and the City of Fountain, created the ESA, a separate public entity, to oversee an exclusive contract to provide ground emergency ambulance services within the ESA's geographical jurisdiction, including unincorporated El Paso County and participating municipalities and special districts.

B. Effective July 1, 2014 the ESA has entered into an agreement with AMR, (the “Contractor”), for the exclusive provision of ground emergency ambulance services (the “Contract”) in the ESA’s jurisdiction (the “Exclusive Area”).

C. The Agency is a political subdivision of the State of Colorado and, pursuant to applicable state statutes, has the power and authority to provide emergency ambulance services within its jurisdictional boundaries, either directly or by contracting with a third party. The Agency currently provides ground emergency ambulance services within its jurisdictional boundaries, as now existing, or as may altered in the future by inclusions into or exclusions from the Agency’s jurisdictional boundaries, and any area to which Agency is authorized to respond, by contracting with a third party to provide such services. The Parties acknowledge that the Agency has entered into a separate service agreement with American Medical Response of Colorado, Inc., the Contractor named in paragraph B of the Recitals to this Agreement. That agreement, entitled “American Medical Response of Colorado, Inc.—Falcon Fire Protection District Service Agreement,” is dated effective April 1, 2014 (the “FFPD/AMR Service Agreement”). A copy of the FFPD/AMR Service Agreement is attached to this Addendum as Exhibit A.

D. Article XIV, Section 18 of the Colorado Constitution and C.R.S. § 29-1-201, *et seq.*, provides for and encourages political subdivisions of the State of Colorado to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with each other.

E. The Parties desire to enter into this Agreement in order to assure coordinated, effective and efficient ground emergency ambulance services within the Agency's jurisdictional boundaries which will benefit the taxpayers and citizens of the Agency, and others who receive ground emergency ambulance serves when visiting or passing through the Agency’s jurisdictional boundaries.

F. The Parties agree it is in their mutual interest, and in the interest of public health, safety, convenience and welfare, that they enter into this Agreement in order for the Agency to authorize the ESA to represent it on matters related to the provision of ground emergency ambulance services by the Contractor, and to confirm that the Agency's jurisdictional boundaries are outside of the Exclusive Area.

NOW, THEREFORE, in consideration of the mutual covenants and obligations expressed herein, the Parties agree as follows:

## Agreement

### 1. ESA's Obligations:

- A. Through the ESA board, oversee the Contractor's performance of and compliance with the Contract to provide ground emergency ambulance services in the Exclusive Area, and ensure the Contractor is otherwise complying with all terms and conditions of the Contract, at no cost to Agency.
- B. Through ESA staff, provide management, oversight and administration of the Contract, at no cost to Agency.
- C. Coordinate with state and other local government entities to provide an efficient and effective regional emergency medical response system, at no cost to Agency.
- D. Assure the ESA's compliance with the Establishing IGA, including without limitation, delivery of an annual independent audit and adoption of policies and procedures for the ESA, at no cost to Agency.
- E. At such times as required or desired by the ESA, to develop and implement a request for proposal (RFP) procurement process for a new ground ambulance services contract, at no cost to Agency.

### 2. Agency's Obligations:

- A. Provide ground emergency ambulance services within the Agency's jurisdictional boundaries, directly or through a third party, as discussed in paragraph C of the Recitals to this Agreement.
- B. Agree to be bound and abide by all ESA policies and procedures with regard to the Contract, except as otherwise set forth in this Agreement.
- C. Communicate with the ESA board any questions or concerns of the Agency in connection with performance of the Contract.

### 3. Termination of this Agreement:

- A. The ESA may terminate this Agreement upon at least sixty (60) days' written notice to the Agency. The Agency may terminate this Agreement upon at least sixty (60) days' written notice to the ESA. The parties may waive the 60-day written notice requirement upon mutual agreement.
- B. The Agency will provide at least 60 days' written notice to the ESA in the event it decides to terminate or allow expiration of its ground ambulance services contract with AMR.
- C. In the event the governing body of the Agency does not appropriate funds to operate its ground emergency ambulance services, or appropriated funds are insufficient to operate

its ground emergency ambulance services, this Agreement shall automatically terminate without Agency liability. Such termination shall be effective upon the date that funds are no longer appropriated to fund the Agency's ground emergency ambulance services or upon the date that the Agency determines that appropriated funds are insufficient to fund its ground emergency ambulance services without compliance with paragraph 3 (A) of this Agreement. Agency will provide written notice to ESA whenever funds are not appropriated or appropriated funds are insufficient to fund the Agency's ground emergency ambulance services. Agency acknowledges its responsibility to ensure that ground emergency ambulance services are available within its jurisdictional boundaries if Agency terminates this Agreement pursuant to this paragraph 3 (B).

4. Agency Authority. This Agreement has been duly adopted by the Agency's governing body and the undersigned Agency representative is authorized to execute this Agreement on behalf of the Agency.
5. Effect. This Agreement shall be effective upon approval by both the ESA board and the Agency's governing body. This Agreement shall continue to be in effect unless terminated in accordance with paragraph 3 above, or unless superseded by a subsequent agreement among the Parties.
6. Governing Law. This Agreement, and the application and interpretation hereof, shall be governed by the laws of the State of Colorado. This Agreement will also be governed by and interpreted in accordance with applicable ordinances, regulations, rules, written guidelines and written policies. Exclusive venue for any disputes or legal proceedings arising out of this Agreement shall be in El Paso County, Colorado.
7. Severability. If any term or provision of this Agreement is found to be illegal or unenforceable by judgment or court order, then, notwithstanding such illegality or unenforceability, this Agreement shall remain in full force and effect and such term or provision shall be deemed to be deleted.
8. Entire Agreement. This Agreement contains the entire agreement of the Parties. Any prior written or oral agreements which are different from the terms, conditions and provisions of this Agreement shall not be binding upon either Party. Any amendments or modifications of the terms of this Agreement shall be approved in writing by both Parties.
9. Other Conditions.
  - A. Nothing in this Agreement shall be deemed or construed to terminate, or require the termination of, the FFPD/AMR Service Agreement. Nor shall the FFPD/AMR Service Agreement be deemed or construed in any manner as a breach of this Agreement.
  - B. Notwithstanding any provisions to the contrary in this Agreement, Agency and Contractor shall be entitled to continue to exercise any and all rights under, receive and provide any and all performance required by, and perform any and all duties under the FFPD/AMR Service Agreement.
  - C. Agency also shall be entitled to renew or enter into new agreements in the future, for services that are substantially the same as those that are the subject of the FFPD/AMR

Service Agreement, either with Contractor or with any third party of the Agency's choosing.

FOR THE EL PASO COUNTY EMERGENCY SERVICES AUTHORITY:

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Chair

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Secretary

FOR THE FALCON FIRE PROTECTION DISTRICT

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Trent Harwig, Fire Chief

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# **EXHIBIT A**

# FALCON FIRE PROTECTION DISTRICT

7030 Old Meridian Road  
Falcon Colorado 80831  
Business Number: 719-495-4050  
Business Fax: 719-495-3112  
[www.falconfirepd.org](http://www.falconfirepd.org)



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## AMERICAN MEDICAL RESPONSE OF COLORADO, INC. –FALCON FIRE PROTECTION DISTRICT SERVICE AGREEMENT

This SERVICE AGREEMENT ("Agreement"), effective the 1<sup>st</sup> day of April, 2014, is entered into by and between the Falcon Fire Protection District ("District"), a quasi-municipal corporation and political subdivision of the State of Colorado, 7030 Old Meridian Road, Falcon Colorado 80831, and American Medical Response of Colorado, Inc. ("Contractor"), a Colorado Corporation located at 6200 South Syracuse Way Suite, 200, Greenwood Village, Colorado 80111. The District and the Contractor shall be collectively referred to as the "Parties."

### I. Recitals

WHEREAS, in addition to other fire-related services, the District is authorized by the Special District Act, C.R.S. § 32-1-101, *et seq.*, to provide emergency medical transport and emergency medical services (collectively, "Emergency Medical Services") to citizens within or passing through its jurisdiction, and outside its jurisdiction pursuant to mutual or automatic aid agreements with other governmental agencies; and

WHEREAS, on behalf of the District, the Board of Directors is authorized by law to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, Contractor is in the business of providing ambulance and advanced life support services and is ready, willing and able to supply Emergency Medical Services to the District upon a twenty-four (24) hour day, seven (7) day a week basis within the District's jurisdiction.

THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties covenant and agree as follows.

### II. Agreement

1. **Contractor's Payment To the District:** On the terms and conditions discussed below, the District shall permit Contractor to use the District Facilities described below to house one Contractor Ambulance and a crew of two.
2. **Service:** The Contractor shall provide adequate and skilled Emergency Medical Services, and shall have one (1) Colorado State Certified Paramedic ("Paramedic"), and one (1) Colorado State Certified Emergency Medical Technician ("EMT") or higher and one (1) fully equipped

non-dedicated transport ambulance based within the District's jurisdiction, on a twenty-four (24) hours a day, seven (7) days a week basis. The ambulance, Paramedic and EMT shall be based at the District's fire station located at 12072 Royal County Down Road, or at such other adequate facility as the District may designate. The Contractor's ambulance shall be an Advanced Life Support (ALS) ambulance, with the configuration of the ambulance mutually agreed upon by the Parties. The ambulance in the District is to be utilized for District responses with a goal of reducing the response times currently required by the County ESA Agreement. Contractor will work with District to establish an ALS response zone with a response time standard of twelve (12) minutes or less for ninety percent (90%) of responses to the agreed upon ALS response zone..

- a. There will be a ninety (90) day pilot program with the goal of achieving a ten (10) minute response to the districts ALS response zone ninety percent (90%) of the time, after which a written correspondence and agreement will establish the response time expectation for the remainder of the Contract.
- b. Contractor will provide District a report quarterly of all ambulance responses within all zones of the District, specific to the District, and as they relate to the response time expectations of this agreement.

In the event that the ambulance is out of District or otherwise unavailable, the Contractor will, when system levels allow, provide back-up coverage in an effort to achieve the new ALS response zone time expectation.

3. **Crews:** Each Contractor crew will consist of no less than one (1) Colorado State Certified Paramedic employed by Contractor and one (1) Colorado State Certified Emergency Medical Technician ("EMT"), employed by the Contractor, and each of whose qualifications, at a minimum, meet the guidelines of the statutes, rules and regulations of the Emergency Medical Services Division of the Colorado Department of Health, as amended, and are acceptable to the Contractor's Medical Director. Prior to the assignment to the ambulance crew, the District will have the opportunity to review and approve or disapprove the proposed Contractor's Paramedic and EMT assignments. The Contractor will, at its sole discretion, provide temporary Paramedic or EMT replacements due to primary crew illness or vacation. Any crew replacement exceeding 30 days will require District review and approval.
4. **Calls:** In consideration for the Contractor providing the Emergency Medical Services, ambulance and personnel set forth in this Agreement, the District agrees that in cases where a request is made to the District for ambulance services within the District's jurisdiction, or where, in the course of the Investigative or rescue operations within the District's jurisdiction, ambulance service is found to be needed, such calls will be initially directed to the Contractor, except where in the sole opinion of the District or in the opinion of the person(s) needing service or their family members or representatives, such referral might be detrimental to the interests of the person(s) needing assistance, or where such person(s) refuse service from Contractor, or where helicopter services are needed. The Contractor shall return the ambulance and its crew to the District as soon as possible following response and transport calls to an area hospital.

5. **Billing and Rates:** The Contractor shall bill and keep all fees for Emergency Medical Services provided pursuant to this Agreement. The Contractor shall have control over the rates and charges it imposes for Emergency Medical Services provided pursuant to this Agreement, which Emergency Medical Services shall be charged to and payable by the person(s) to whom the services are rendered or the appropriate third-party payor. Upon request, the Contractor will provide the District with information as to the rates and charges it imposes for Emergency Medical Services provided pursuant this Agreement. The District shall have the right at any time to terminate this Agreement immediately if the Contractor's rates and charges exceed its usual and customary rates and charges. The Parties will not seek fees or payment from each other for any Emergency Medical Services provided, except as expressly set forth in this Agreement.
  
6. **Living and Bay Facilities:** During the period this Agreement is in force, one (1) Contractor crew shall be entitled to use a bunk-room, kitchen, day room, bathroom with shower, and the Contractor shall be entitled to use one (1) inside bay with 110 volt shore line outlet for one (1) Contractor ambulance at the District's Fire Station One (collectively, the "facilities"). The Contractor shall be responsible for maintaining the facilities used by its employees and ambulance in a clean and proper manner and condition at all times. The Contractor shall provide bedding and lockers for its crew member(s). The Parties shall mutually agree on matters of joint use and housekeeping. The Contractor's use of the facilities at the District's Fire Station One shall not impede or interfere with the District's operations. The Contractor's members and ambulance shall vacate Fire Station One within ten (10) calendar days following termination of this Agreement for any reason.
  
7. **Legal Compliance and Legislative Limitations:** In performing the terms of this Agreement, the Parties shall fully comply with all applicable Federal, State and local laws, ordinances, resolutions, operating procedures, and protocols. In addition to the foregoing, the Contractor shall provide evidence on a periodic basis, but in no event less than annually, that the Contractor is licensed to provide all of the services required by this Agreement in El Paso County.
  
8. **Independent Contractor:** It is understood and agreed by and between the Parties that the status of Contractor shall be that of an independent contractor and of a corporation retained on a contractual basis to perform professional or technical services for limited periods of time and it is not intended, nor shall it be construed, that Contractor, or any of its employees, agents or representatives, are an employee or officer of the District, or for any other purpose whatsoever. Without limiting the foregoing, the Parties hereby specifically acknowledge that CONTRACTOR AND ITS EMPLOYEES AND AGENTS ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY CONTRACTOR OR SOME OTHER ENTITY BESIDES THE DISTRICT, THAT CONTRACTOR AND ITS EMPLOYEES AND AGENTS ARE NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS FROM THE DISTRICT, AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS AGREEMENT.

Contractor's Paramedic and EMT on the ambulance will never, under any circumstances, be assigned fire-fighting duties while on scene of a fire, hazmat, or any other scene that would require a State of Colorado firefighter certification. Either the Contractor or the District may remove any ambulance crew member whose behavior, performance, or clinical skills do not meet standards of expectations, policies or procedures of either organization.

9. **Colorado Governmental Immunity Act Not Waived:** This Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the District and its directors, officers and employees under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.
  
10. **Contractor's Additional Obligations:** The Contractor shall provide continuing education, certification programs and classes to District employees at no charge that it provides to the community at large.
  - a. Contractor shall pay for and maintain a service agreement on the District's current Physio-Control LifePak 12 during the entire period this Agreement is in force.
  
11. **Medical Supplies:** The District shall provide the Contractor one medical supply closet at Fire Station One, which shall be locked and only accessible by the District Chief or designee and the Contractor. The medical supplies within the closet shall be maintained by the Contractor and may be used to satisfy the current material and supply re-stocking procedures established by the local Emergency Service Administration ("ESA") Contract awarded to the Contractor.
  
12. **Term and Termination:** Subject to the following termination provisions, the term of this Agreement shall run from April 1, 2014 through December 31, 2016.
  - a. Either party may terminate this Agreement without cause upon one hundred twenty (120) days written notice to the other party; or,
  
  - b. The Contractor's performance of this Agreement must be satisfactory to the District in its sole judgment. If the District determines the Contractor is not performing this Agreement in a reasonable, timely and proper manner, the District shall provide written notice of the deficient performance to the Contractor. The Contractor shall have ten (10) days from the date of receipt of the Notice to correct, to the satisfaction of the District, the problems identified in the Notice. If the Contractor fails to correct the problems to the District's satisfaction within the 10-day correction period, this Agreement shall automatically terminate.

- c. The District's performance of this Agreement must be satisfactory to the Contractor in its sole judgment. If the Contractor determines the District is not performing this Agreement in a reasonable, timely and proper manner, the Contractor shall provide written notice of the deficient performance to the District. The District shall have ten (10) days from the date of receipt of the Notice to correct, to the satisfaction of the Contractor, the problems identified in the Notice. If the District fails to correct the problems to the Contractor's satisfaction within the 10-day correction period, this Agreement shall automatically terminate.

13. **No Influence on Referrals:** It is not the intent of either party to this Agreement that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either Party of patients to the other Party or its affiliated providers, if any, or the purchasing, leasing, or ordering of any services other than the specific services described in this Agreement. Any payments specified in this Agreement are consistent with what the Parties reasonably believe to be a fair market value for the services provided.

14. **Assignment:** The Contractor shall not assign, sub-contract or delegate any of its rights and obligations hereunder without the prior written approval of the District.

15. **Notice:** Any notice required or permitted by this Agreement shall be in writing and may be either hand delivered or sent by certified or registered mail, return receipt requested, addressed to the Party to whom it is to be given as follows:

FALCON FIRE PROTECTION DISTRICT

Attn: Fire Chief  
7030 Old Meridian Road  
Falcon, CO 80831

AMERICAN MEDICAL RESPONSE OF COLORADO, INC.

Attn: General Manager  
2370 N. Powers Blvd.  
Colorado Springs, CO 80915

Either Party may change its address to which notices are sent by a notice similarly sent.

16. **Records Retention, Privacy, and Inspections:** The Contractor shall maintain all medical records and other documents and information relating to services provided by the Contractor pursuant to this Agreement in compliance with all Federal, State and local laws, rules and ordinances. The District shall have the right upon reasonable advance notice to inspect the records at any time during normal business hours. The Contractor shall cooperate with, and provide all information requested by, the District in the event a complaint regarding the services provided

by the Contractor in the performance of this Agreement. The Contractor shall comply with all applicable Federal, State and local laws and ordinances with respect to the generation, maintenance and destruction of medical records, documents and other information relating to services provided pursuant to this Agreement, including but not limited to the Health Insurance Portability and Accountability Act of 1996, and the Regulations interpreting and implementing the Act promulgated by the Department of Health and Human Services. The Parties shall execute the Business Associate Agreement attached as Exhibit A.

17. **Additional Terms:** Colorado law governs this Agreement. This Agreement supersedes all prior agreements relating to the same subject matter, is the entire agreement between the Parties, and there are no oral or collateral agreements or understandings. This Agreement may only be amended by a document signed by the Parties. If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties and their legal representatives, successors, and permitted assigns. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement. This Agreement may be executed in several counterparts and by facsimile, each of which shall be deemed an original and all of which shall constitute one and the same instrument.
18. **Non-Appropriation.** All financial obligations of the District under this Agreement, including the Contractor's use of the District's Fire Station to house its ambulance and personnel, are subject to appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge the District's credit or faith, directly or indirectly, to Contractor. In the event the District's governing body fails to appropriate funds for the District's obligations under this Agreement for a calendar year, this Agreement shall terminate immediately upon the expiration of 30 days from the date of non-appropriation as if notice had been provided by the District to the Contractor in accordance with paragraph 16, and the District shall have no further obligation to the Contractor under this Agreement.
19. **Attorneys' Fees, Costs and Expenses:** In any dispute arising from or relating to this Agreement and/or the related Business Associate Agreement, the prevailing party shall be awarded its reasonable attorneys' fees, costs and expenses, including any attorneys' fees, costs and expenses incurred in collecting upon any judgment, order or award.
20. **Compliance.** The parties will comply in all material respects with all applicable federal and state laws and regulations including, the federal Anti-kickback statute. No funds shall be used by the District in a manner that may violate the federal Anti-Kickback Statute. The District represents its actual costs to provide the ESA services to Contractor shall be less than or equal to the payments that it receives from Contractor.
21. **Compliance Program and Code of Conduct.** AMR has made available to each party a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed

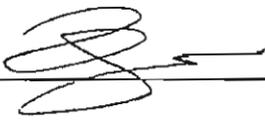
from time-to-time, at AMR's web site, located at: [www.amr.net](http://www.amr.net), and each party acknowledges receipt of such documents. AMR warrants that its personnel shall comply with AMR's compliance policies, including training related to the Anti-kickback Statute.

22. **Non-Exclusion.** Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

IN WITNESS WHEREOF, the Parties have executed this Agreement

American Medical Response of Colorado, Inc.

Falcon Fire Protection District

By:  \_\_\_\_\_

By:  \_\_\_\_\_

Title: General Manager

Title: Fire Chief

Date: 4/3/2014

Date: 4/3/2014

# FALCON FIRE PROTECTION DISTRICT

7030 Old Meridian Road  
Falcon Colorado 80831  
Business Number: 719-495-4050  
Business Fax: 719-495-3112  
[www.falconfirepd.org](http://www.falconfirepd.org)



## EXHIBIT A

### **BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement ("Agreement"), effective April 1, 2014, is entered into by and between American Medical Response of Colorado, Inc. ("Contractor") and Falcon Fire Protection District, a Colorado quasi-municipal corporation and political subdivision of the State of Colorado ("District"). The District and the Contractor may be collectively referred to hereafter as "Parties," or individually as a "Party".

#### **I. Recitals**

WHEREAS, the Parties have entered into a Service Agreement, effective April 1, 2014 (the "Service Agreement");

WHEREAS, during the course of providing Emergency Medical Services (as defined below) pursuant to the Service Agreement, the District constitutes a Business Associate of the Contractor within the meaning of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Privacy and Security Rules promulgated by the U.S. Department of Health and Human Services to interpret and implement HIPAA. Similarly, during the course of providing Emergency Medical Services pursuant to the Service Agreement, the Contractor constitutes a Business Associate of the District within the meaning of HIPAA and the Privacy and Security Rules; and,

WHEREAS, this Agreement supplements the Services Agreement for the purpose of meeting the requirements of HIPAA and the Privacy and Security Rules to protect the privacy and security of Protected Health information and e-PHI (as defined below).

#### **II. Agreement**

##### **1. Definitions**

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as given those terms in 45 CFR 160.103 and 164.501.

a. "Protected Health Information ("PHI")" means information that is: (i) created or received by a Health Care Provider, Health Plan, employer, or Health Care Clearinghouse; (ii) relates to

the past, present, or future physical or mental health or condition of an individual; the provision of Health Care to an individual; or the past, present, or future Payment for the provision of Health Care to an individual; (iii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

b. "e-PHI" means protected health information that is generated, stored, received, maintained, or transmitted by or through any electronic media by the Business Associate in the performance of the Service Agreement.

c. "Emergency Medical Services" means emergency medical transport (ambulance) and emergency medical services provided by the Contractor and/or the District in the performance of the Service Agreement.

## **2. Obligations and Activities of Business Associate**

a. Business Associate agrees not to use or disclose Protected Health Information or e-PHI other than as permitted or required by this Agreement or as required by law.

b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information and e-PHI other than as provided for by this Agreement.

c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information or e-PHI by Business Associate in violation of the requirements of this Agreement.

d. Business Associate agrees to report to the other Party any use or disclosure of the Protected Health Information or e-PHI not provided for by this Agreement of which it becomes aware.

e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information or e-PHI received from, or created or received by Business Associate pursuant to the Service Agreement, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

f. Business Associate agrees to provide access, at the request of the other Party, and in the time and manner designated by the other Party, to Protected Health Information and/or e-PHI in a Designated Record Set, to the other Party or, as directed by the other Party, to an individual in order to meet the requirements under 45 CFR 164.524.

g. Business Associate agrees to make any amendment(s) to Protected Health Information or e-PHI in a Designated Record Set that the other Party directs or agrees to pursuant to 45 CFR 164.526 at the request of the other Party or an Individual, and in the time and manner designated by the other Party.

h. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information and e-PHI, relating to the use and disclosure of Protected Health Information and e-PHI received from, or created or received by Business Associate on behalf of, the other Party pursuant to this Agreement available to the other Party, or to the Secretary, in a time and manner designated by the other Party or the Secretary, for purposes of the Secretary determining the other Party's compliance with the Privacy and Security Rules.

i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the other Party Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

j. Business Associate agrees to provide to the other Party or an Individual, in time and manner designated by the other Party, information collected in accordance with Section 2 (i) of this Agreement, to permit the other Party to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

k. Business Associate agrees to establish and maintain appropriate administrative, physical and technical safeguards that reasonably and appropriately protected the confidentiality, integrity and availability of e-PHI. Business Associate will follow generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of e-PHI ("the Security Rule", published at 45 CFR Parts 160 – 164).

l. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides e-PHI agrees to implement reasonable and appropriate safeguards to protect that information.

m. Business Associate agrees to report any security incident of which it becomes aware to the other Party. For purposes of this Agreement, a "security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of e-PHI information or interference with system operations. This does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by Business Associate.

### **3. Prohibited Use and Disclosure**

The Business Associate agrees not to use or disclose any Protected Health information or e-PHI for any purpose other than a purpose expressly approved by the other Party Covered Entity. The

Business Associate understands that it is not authorized to disclose any Protected health Information or e-PHI to anyone outside the other Party, unless otherwise expressly approved by the other Party.

#### **4. Specific Use and Disclosure Provisions**

a. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information or e-PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

b. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information or e-PHI for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

c. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information and e-PHI to provide Data Aggregation services to the other Party as permitted by 42 CFR 164.504(e)(2)(i)(B).

d. Business Associate may use Protected Health Information and e-PHI to report violations of law to appropriate Federal and State authorities consistent with § 164.502(j) (1).

#### **5. Obligations of Covered Entity**

a. The other Party shall notify the Business Associate of any limitations in its notice of privacy practices of the other Party Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information or e-PHI.

b. The other Party shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information or e-PHI, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information or e-PHI.

c. The other Party shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information or e-PHI that the other Party has agreed to in accordance with 45 CFR 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information or e-PHI.

**6. Permissible Requests by the Other Party.**

The other Party shall not request Business Associate to use or disclose Protected Health Information or e-PHI in any manner that would not be permissible under the Privacy or Security Rules if done by the other Party, except in connection with Data Aggregation or management and administrative activities of Business Associate otherwise permitted under this Agreement.

**7. Term and Termination**

a. *Term.* This Agreement shall be effective as of April 1, 2014, and shall terminate only upon termination of the Service Agreement.

b. *Termination for Cause.* Upon the other Party's knowledge of a material breach by the Business Associate, the other Party shall provide an opportunity for Business Associate to cure the breach or end the violation. The other Party may terminate this Agreement and the Service Agreement if Business Associate does not cure the breach or end the violation within the time specified by the other Party. If Business Associate has breached a material term of this Agreement and cure is not possible, the other Party may immediately terminate this Agreement and the Service Agreement.

**8. Effect of Termination**

a. Except as provided in paragraph (b) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information and e-PHI received from the other Party, or created or received by Business Associate on behalf of the other Party. This provision shall apply to Protected Health Information and e-PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information and e-PHI.

b. In the event that Business Associate determines that returning or destroying the Protected Health Information and e-PHI is not feasible, Business Associate shall provide to the other Party notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information and/or e-PHI is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and/or e-PHI and limit further uses and disclosures of such Protected Health Information and/or e-PHI to those purposes that make the return or destruction, for so long as Business Associate maintains such Protected Health Information and/or e-PHI.

**9. Miscellaneous**

a. *Regulatory References.* A reference in this Agreement to a section in the Privacy or Security Rules means the section as in effect or as amended.

b. *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the other Party and the Business Associate to comply with the requirements of the Privacy and Security Rules and HIPAA

c. *Survival.* The respective rights and obligations of Business Associate under Section 8 of this Agreement shall survive the termination of this Agreement.

d. *Additional Terms.* This Agreement supersedes all prior agreements relating to the same subject matter, is the entire agreement between the Parties, and there are no oral or collateral agreements or understandings. This Agreement may only be amended by a document signed by the Parties. If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties and their legal representatives, successors, and permitted assigns. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement. This Agreement may be executed in several counterparts and by facsimile, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

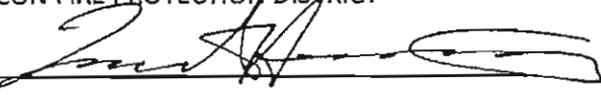
e. *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that the Parties to comply with the Privacy and Security Rules and HIPAA.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

AMERICAN MEDICAL RESPONSE OF COLORADO, INC.

By:   
Name: Ted Sayer  
Title: General Manager

FALCON FIRE PROTECTION DISTRICT

By:   
Name: TRENT HARWIG  
Title: Fire chief



Item 5.E.

**Board of Directors**

Commissioner Sallie Clark, Chair  
 Chief Carl Tatum, Vice-Chair  
 Jeffery S. Force, Secretary  
 T. Wayne Florek, Treasurer  
 Julie Kiley, M.D.  
 Timothy Hurtado, D.O.  
 William Normile  
 Chief Steve Murphy

Commissioner Peggy Littleton (Alternate)  
 Mayor Keith McCafferty  
 Mayor Blair Bartling (Alternate)  
 Councilmember Sam Gieck  
 Lieutenant Mike Skeldum (Alternate)  
 Chief Matt Love  
 Chief Jeremy Gardner

**TO:** ESA Board  
**FROM:** Caroline Sasaki, Business Administrator  
**DATE:** January 7, 2015  
**RE:** Fire District IGA Status

As of January 7, 2014, we have not received any response from six fire districts: Crystal Park, Edison, Ellicott, Peyton, Simla, and Tri-County.

<b>ESA / Fire District IGA Status as of 12/03/2014</b>		
<b>Agency</b>	<b>Presented to ESA Board</b>	<b>Approved/Signed by ESA Board</b>
Broadmoor Fire Department	12/3/2014	12/3/2014
Calhan Fire Protection District	12/3/2014	12/3/2014
Cascade Fire Department	11/5/2014	11/5/2014
Cimarron Hills Fire Department	9/3/2014	9/3/2014
Colorado Centre Fire Department	9/3/2014	9/3/2014
<b>Crystal Park Volunteer Fire Dept</b>		
<b>Edison Volunteer Fire Department</b>		
<b>Ellicott Fire Protection District</b>		
El Paso County Search & Rescue	12/3/2014	12/3/2014
Falcon Fire Protection District	12/3/2014	Pending Approval
Green Mountain Falls/Chipita Park Fire Dept	9/3/2014	9/3/2014
Hanover Fire Protection District	10/1/2014	11/5/2014
Palmer Lake Volunteer Fire Department	12/3/2014	12/3/2014
<b>Peyton Fire Protection District</b>		
Security Fire Protection District	11/5/2014	11/5/2014
<b>Simla Fire Department (Big Sandy FPD)</b>		
Southwest Hwy 115 Fire Protection District	10/1/2014	11/5/2014
Stratmoor Hills Fire Dept	12/3/2014	12/3/2014
<b>Tri-County Volunteer Fire Department</b>		
Tri-Lakes Fire Protection District	12/3/2014	12/3/2014
Wescott Fire Department	12/3/2014	12/3/2014