



**Board of Directors**

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

Commissioner Sallie Clark  
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Mayor Keith McCafferty  
Mayor Blair Bartling (Alternate)  
Councilmember Sam Gieck  
Lieutenant Mike Skeldum (Alternate)  
Chief Jeremy Gardner

**EL PASO COUNTY EMERGENCY SERVICES AUTHORITY  
BOARD MEETING AGENDA  
Wednesday, March 4, 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 FEBRUARY 4, 2015 [Action/Approval]**
- 4. REGULAR BUSINESS**
  - A. January 2014 Compliance Report (Caroline Sasaki) [Action/Approval]
  - B. Treasurer’s Report for January & February 2015 (Wayne Florek) [Action /Approval]
  - C. Committee Reports
    - Research Committee (Chief Steve Murphy) [Information]
  - D. Community Relations Report and Scatter Map Data (Laura Saenz) [Information]
  - E. Medical Control Committee Meeting Schedule (Caroline Sasaki) [Action/Approval]
- 5. NEW BUSINESS**
  - A. Medicaid Reimbursement Bill 15-1151 (Chair Tatum) [Information]
  - B. Participating Agency IGA – Black Forest (Kenneth Hodges) [Action /Approval]

- C. Participating Agency IGA – Crystal Park (Kenneth Hodges) [Action /Approval]
- D. Participating Agency IGA – Edison (Kenneth Hodges) [Action /Approval]
- E. Participating Agency IGA – Manitou Springs (Kenneth Hodges) [Action /Approval]
- F. Participating Agency IGA – District Status (Caroline Sasaki) [Information]
- G. Audit Update – Prior ESA (Caroline Sasaki) [Information]
- H. ESA Business Administrator (Jim Reid) [Information]
- I. Administration (Jim Reid) [Action/Approval]
- J. 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 March 3, 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>March 11, 2015</b>	Research Committee	8:30 AM	2880 International Circle, 1 <sup>st</sup> Floor Conference Room
<b>March 25, 2015</b>	Planning Committee	4:30 PM	2880 International Circle, 1 <sup>st</sup> Floor Conference Room
<b>April 1, 2015</b>	Monthly Board Meeting	3:00 PM	2880 International Circle, 2 <sup>nd</sup> Floor Hearing Room

# ESA February Board Meeting

**MINUTES**    FEBRUARY 4, 2015    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>	Commissioner Peggy Littleton, Councilmember Sam Gieck, Wayne Florek, Jeffery Force, Chief Steve Murphy, Chief Matt Love, Dr. Timothy Hurtado, William Normile, Dr. Julie Kiley, Kenneth Hodges
<b>ABSENT</b>	Chief Jeremy Gardner, Mayor Keith McCafferty, Jim Reid

Agenda topics

## 1. CHANGES TO AGENDA/POSTPONEMENTS

<b>DISCUSSION</b>	
None.	

## 2. PUBLIC COMMENT

<b>DISCUSSION</b>	
None.	

## 3. APPROVAL OF THE MINUTES OF JANUARY 7, 2015

<b>DISCUSSION</b>	
None.	
<b>MOTION</b>	<b>PERSON RESPONSIBLE</b>
Motion to approve the minutes of the January 7, 2015 meeting.	Dr. Julie Kiley
Second	Dr. Timothy Hurtado
Approved	Unanimous

## 4.A. NOVEMBER & DECEMBER 2014 COMPLIANCE REPORT

<b>DISCUSSION</b>	
Caroline Sasaki reviewed the compliance report, noting the overall compliance percent has increased for most zones from November to December. In November, the Suburban 12 zone fell under 90%, and which resulted in a \$500 per zone penalty. She continued that there were four calls which exceeded the maximum response times during the two months, three in the Suburban 12 zone and one in the Rural 20. The per call assessment associated with these totaled \$162.75. No calls exceeded excessive response times allowed. Relating to exemptions, AMR requested five, all of which were weather related. In summary, the potential assessments for November and December were \$941.75, and the recommended assessments were \$709.25.	
<b>MOTION</b>	<b>PERSON RESPONSIBLE</b>
Motion to accept the November & December 2014 compliance report.	Jeff Force
Second	Bill Normile
Approved	Unanimous

## 4.B. TREASURER'S REPORT FOR DECEMBER 2014

<b>DISCUSSION</b>	
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Treasurer Wayne Florek presented the December Treasurer's report. He reported total revenues of 4,883.50 in assessments, and expenses consisted of El Paso County administration for November and December of \$7,807.64.	
<b>MOTION</b>	<b>PERSON RESPONSIBLE</b>
Motion to accept the December 2014 Treasurer's Report.	Commissioner Peggy Littleton
Second	Councilmember Sam Gieck
Approved	Unanimous

#### 4.C. COMMITTEE REPORTS

<b>DISCUSSION</b>
<p>Steve Murphy reported that the Research Committee met on January 20th, and formed two subcommittees; one with a short term goal headed by Ted Sayer, and another with long term plan headed by Tim Dienst. Their next meeting will be held on February 12th at 8:30am in the downstairs conference room.</p> <p>Dr. Kiley reported the Medical Control Committee (MCC) met prior to this meeting, and discussed long term goals. The MCC is very much in favor of the collaborative approach that has been used for medical direction in the county, and wants to make a formal statement that the group is pleased that the agencies are working together and the medical directors are working together as well. Along that line, there are a variety of meetings that are already occurring, and the group doesn't want to duplicate what is being handled appropriately at other levels. The group decided to change their meetings from six times a year to three meetings per year. The group also reviewed the high risk procedures that were performed in the last couple months, which were all IO lines, and performed appropriately. The new medicine ketamine that was approved at the state level was given five times, once for agitated delirium and four times for pain. Regarding spinal immobilization: since the new guidelines were implemented last fall, less patients are being immobilized and there's been more use of the vacuum devices. The vacuum splints have been a huge success and are better tolerated. The number of spinal Immobilizations were at 293 in August before the new guidelines, and have gone down to 144 in November, 134 in December, and 147 in January. The group is also considering whether to invite the Flight teams to be part of the MCC review process.</p>

#### 4.D. COMMUNITY RELATIONS REPORT

<b>DISCUSSION</b>
<p>Laura Saenz reviewed the Community Relations report for December stating the highlight for December was the Home for the Holidays Program, in which they transported 16 patients during Christmas Eve and Christmas Day. In addition, the other events for December included Life without Lupus and the Cub Scout Ambulance Tour to name a few. Laura also stated that AMR is partnering with Pueblo AMR doing a weekly radio show called "Heartbeat Colorado" on 101.3, which airs Saturday and Sunday mornings at 8:00 am.</p>

#### 4.E. SCATTER MAP DATA

<b>DISCUSSION</b>
<p>Laura Saenz reviewed the scatter map data for December. She pointed out that the Stratmoor car made a big difference with the exceptions in that area, which started the first of December. Dr. Kiley expressed her appreciation for AMR making that adjustment.</p>

#### 5.A. PARTICIPATING AGENCY IGA - BIG SANDY FIRE PROTECTION DISTRICT

Kenny Hodges presented the IGA from the Big Sandy Fire Protection District, and stated that this is the original template with no changes other than to fill in the district name.	
<b>MOTION</b>	<b>PERSON RESPONSIBLE</b>
Motion to approve the Big Sandy Fire Protection District IGA.	Dr. Timothy Hurtado
Second	Chief Matt Love
Approved	Unanimous

#### 5.B. PARTICIPATING AGENCY IGA - ELLICOTT FIRE PROTECTION DISTRICT

<b>DISCUSSION</b>	
<p>Mr. Hodges informed the board that this IGA is also the form template. He added the district signed the redlined version and didn't provide a signed clean version, but he had no legal concerns with that.</p>	
<b>MOTION</b>	<b>PERSON RESPONSIBLE</b>

Motion to approve the Ellicott Fire Protection District IGA.	Wayne Florek
Second	Commissioner Peggy Littleton
Approved	Unanimous

**5.C. PARTICIPATING AGENCY IGA - TRI-COUNTY VOLUNTEER FIRE DEPARTMENT**

<b>DISCUSSION</b>	
Mr. Hodges presented the final IGA for Tri-County, which did not make any changes to the template.	
<b>MOTION</b>	<b>PERSON RESPONSIBLE</b>
Motion to approve the Tri-County Volunteer Fire Department IGA.	Commissioner Peggy Littleton
Second	Jeff Force
Approved	Unanimous

**5.D. PARTICIPATING AGENCY IGA - MANITOU SPRINGS PROTECTION DISTRICT**

<b>DISCUSSION</b>
<p>Kenny Hodges stated the Manitou Springs IGA is an information item for today, and a request for direction. He continued that Manitou Springs had expressed an interest in joining the ESA and becoming part of the contract with AMR. He stated that two steps would need to be taken to accomplish this. First, Manitou would need to enter into an IGA with the ESA, which he's in the process of completing, as the usual template for the other districts will not apply. The other step that would need to be taken is for the ESA/AMR contract to be amended to include Manitou Springs in the exclusive area and to add response times for their area to the service area map.</p> <p>Commissioner Littleton asked what precipitated Manitou's interest in joining and what they were doing for service in the past. Kenny replied that AMR is providing service in the area, but there was limited contract material behind that. Chair Tatum added that there is a new fire chief in Manitou, who wanted to ensure coverage contractually. Councilmember Gieck asked how this would affect service in the current system, and Ted Sayer replied that AMR currently has an ambulance stationed in the Manitou Springs fire station. He continued that they have some logistical issues in their station, and there is discussion about moving the ambulance out of the station. Mr. Sayer added that AMR won't change the number of ambulances on the street, but they may change from a 24 hour model covering that area to an ambulance running out of the City of Colorado Springs to cover Manitou Springs.</p> <p>The board directed Mr. Hodges to proceed with the IGA between the ESA and Manitou Springs and to work with county procurement for the amendment to the ESA/AMR contract.</p>

**5.E. PARTICIPATING AGENCY IGA - DISTRICT STATUS**

<b>DISCUSSION</b>
Caroline Sasaki reported that both Crystal Park and Peyton have verbally confirmed they're working on the IGA with their boards, and that there has been no word from Edison. She continued that the IGA from Black Forest has been received, which will be presented next month.

**5.F. AMBULANCE RE-CERTIFICATION**

<b>DISCUSSION</b>
Caroline Sasaki addressed Appendix A, Section 4 of the ESA/AMR contract, which refers to the re-certification of frontline ambulances. She continued that unit 721 has had both the engine and the transmission replaced, and AMR is putting this car back in 911 service. This led to a general discussion about mileage and maintenance. Lastly, Ms. Sasaki asked the board how they would like to handle these requests on future agendas regarding action items vs. informational, and the board agreed that no motion would be necessary.

**5.G. AUDIT UPDATE – PRIOR ESA**

<b>DISCUSSION</b>
Ms. Sasaki reported that two agenda items will be going before the BoCC in March as the ESA contract administrator is currently out. One of the two items will be an approval of the audit, and the second will be a request for the distribution of the old ESA funds.

**5.H. BOARD MEMBER/STAFF COMMENTS**

<b>DISCUSSION</b>
Bill Normile brought attention to an article that appeared in <i>The Wall Street Journal</i> , February 2 <sup>nd</sup> entitled "No Place for a Heart Attack" which addressed the location where patients suffer a heart attack makes a big difference (patients who are already inside a hospital for other medical reasons vs. patients outside a hospital). The average time from electrocardiogram to treatment is 60 minutes vs. 129 minutes inside the hospital. There is a tenfold decrease (40% vs. 4%) in fatality rate when an ambulance is used. He expressed his gratitude to ambulance providers across the nation, especially AMR because AMR is the largest ambulance provider in the country.

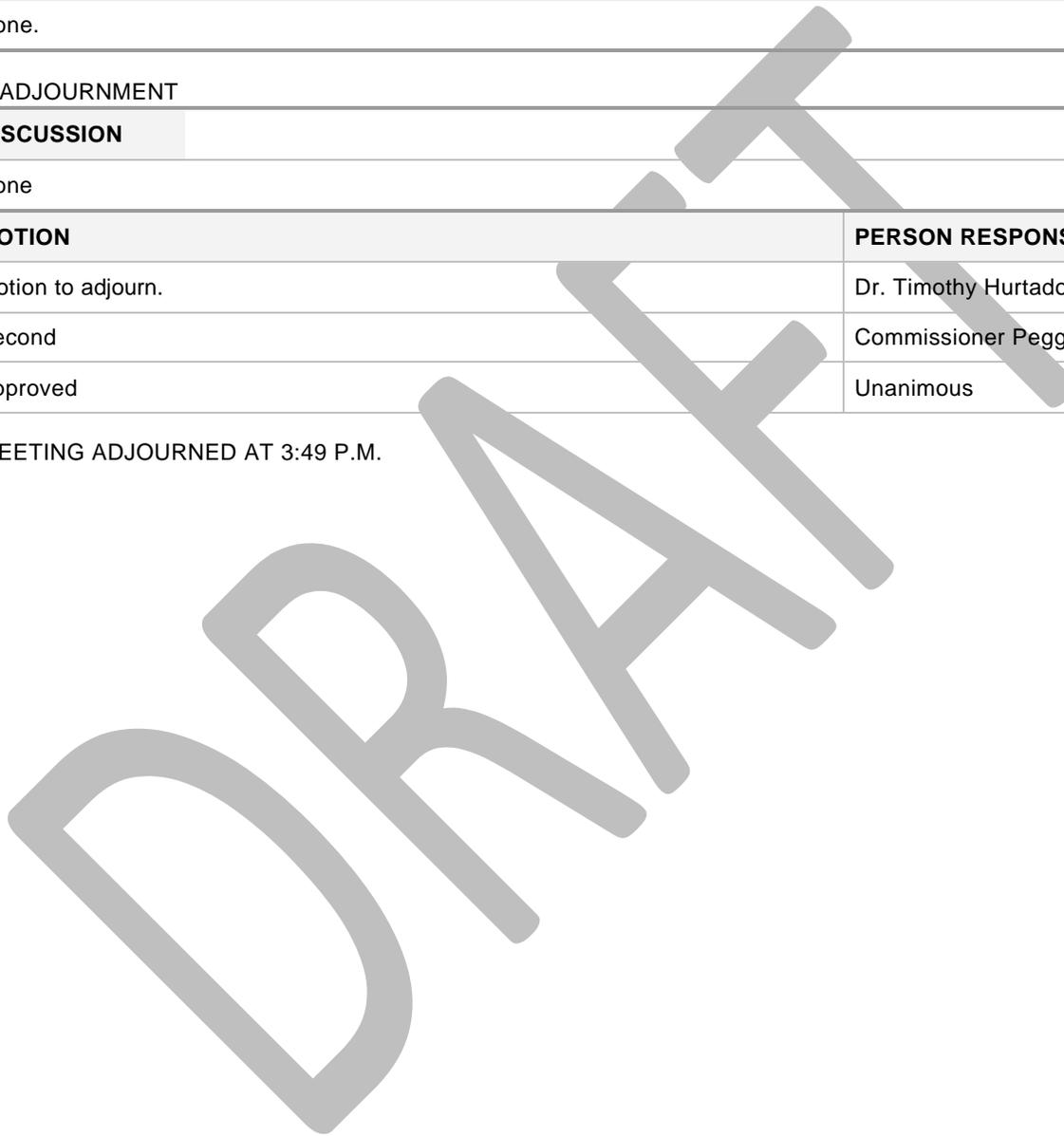
6. EXECUTIVE SESSION REQUESTS

<b>DISCUSSION</b>
None.

7. ADJOURNMENT

<b>DISCUSSION</b>	
None	
<b>MOTION</b>	<b>PERSON RESPONSIBLE</b>
Motion to adjourn.	Dr. Timothy Hurtado
Second	Commissioner Peggy Littleton
Approved	Unanimous

MEETING ADJOURNED AT 3:49 P.M.





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 Councilmember Sam Gieck  
 Lieutenant Mike Skeldum (Alternate)  
 Chief Jeremy Gardner

## ESA Performance & Compliance Report January 2015

### I. ESA COMPLIANCE REVIEW SUMMARY

Pursuant to the Intergovernmental Agreement Concerning the El Paso County Emergency Services Authority ("ESA") dated April 1, 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 January 2015.

**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 indices:  
 CPI - Transportation Index  
 CPI - Health Care Index

**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 January 2015 is \$279.00.

Potential & Recommended Assessment Summary		
	January 2015	
Performance Standard	Potential	Recommended
Per Call Performance (Exceeding Maximum)	\$279.00	\$279.00
Excessive Per Call Penalties	\$0.00	\$0.00
Zone Standards (90%) Suburban and Rural	\$0.00	\$0.00
Exemptions	\$116.25	\$0.00
<b>TOTAL:</b>	<b>\$395.25</b>	<b>\$279.00</b>

**II. CONTRACTOR PERFORMANCE & COMPLIANCE REPORT**

**A. Per Call Performance (3.e.)** – In January, there were three calls which exceeded the Maximum Response Time allowed in the contract (subject to the 100 call rule), and no calls which were excessive. During this period, there were two zones with at least 100 calls, the Suburban 12 and Rural 20 zones. There were 15 calls in Frontier 25, 48 in Frontier 35, 15 in Frontier 45, and 4 in Wilderness 45.

January 2015								
Zone	Date	Call #	Response Time	Max	Excessive	Amount in Excess	Excessive	Per Call Assessment
Suburban 12	2015-01-29	13650	0:22:05	0:18:00	0:28:00	0:04:05	\$0.00	\$116.25
Suburban 12	2015-01-03	1069	0:19:02	0:18:00	0:28:00	0:01:02	\$0.00	\$46.50
Suburban 12	2015-01-25	11485	0:22:57	0:18:00	0:28:00	0:04:57	\$0.00	\$116.25
<b>January Assessments</b>								<b>\$279.00</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

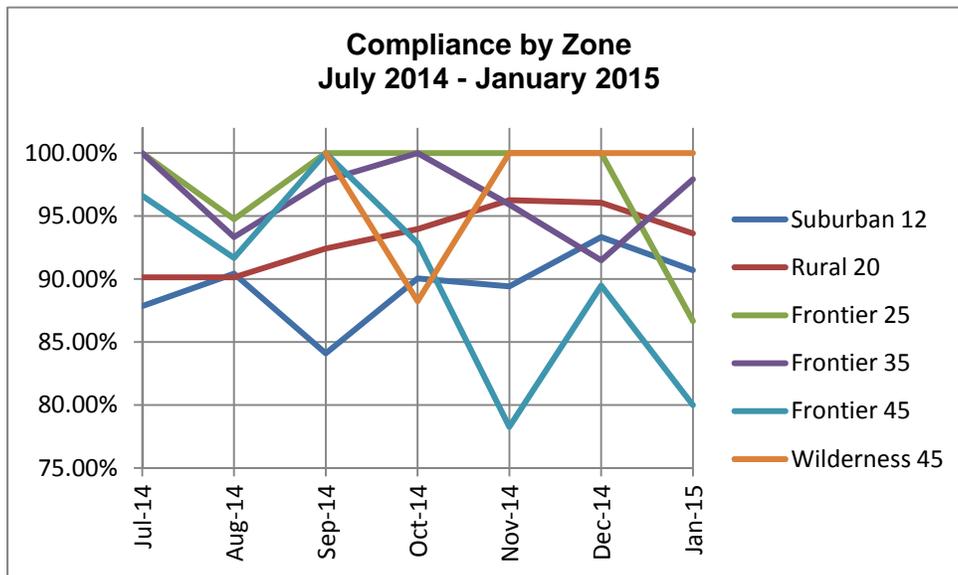
**C. Zone Standard – Suburban and Rural (3.g.)** – Percentage of calls (subject to the 100 call rule) which meet the Minimum Response Time Standards in Suburban and Rural zones (90%), reported monthly. In November, the contractor met the minimum zone standard in all the zones except Suburban 12 and Frontier 45. In December, the contractor did not meet the minimum zone standard in Frontier 45.

Responses between 1/1/2015 and 1/31/2015					
Zone	Total Responses	Total Transports	Total Lates	Compliance Percent	Penalty
Frontier 25	15	8	2	86.667%	N/A
Frontier 35	48	35	1	97.917%	N/A
Frontier 45	15	8	3	80.00%	N/A
Rural 20	141	76	9	93.617%	\$0
Suburban 12	129	70	12	90.698%	\$0
Wilderness 45	4	2	0	100.00%	N/A
<b>Zone Standard</b>				90.00%	<b>\$0</b>

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

**D. Compliance Trend** - 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 2014.

Zone	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15
Suburban 12	87.85%	90.43%	84.10%	90.05%	89.42%	93.33%	90.70%
Rural 20	90.14%	90.14%	92.42%	93.97%	96.26%	96.05%	93.62%
Frontier 25*	100.00%	94.74%	100.00%	100.00%	100.00%	100.00%	86.67%
Frontier 35*	100.00%	93.33%	97.83%	100.00%	95.92%	91.49%	97.92%
Frontier 45*	96.61%	91.67%	100.00%	92.86%	78.26%	89.47%	80.00%
Wilderness 45*	-	-	100.00%	88.24%	100.00%	100.00%	100.00%



**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 January 2015, the Contractor requested five Code 3 calls be exempted from the data to determine compliance with performance standards as required under the current contract. Four calls were weather related and one call was the second unit to the scene (call #7731, January 16th). On January 1st, El Paso County road crews were on a weather event, whereas AMR did not declare a weather event that day. On January 7th, both the County and AMR declared weather events.

January 2015								
Zone	Date	Call #	Max	Excessive	Response Time	Amt in Excess	Excessive Per Call Fee	Potential Assessment
Suburban 12	01/16/2015	7731	0:18:00	0:28:00	0:12:57	0:00:00	\$0.00	\$0.00
Suburban 12	01/01/2015	368	0:18:00	0:28:00	0:12:18	0:00:00	\$0.00	\$0.00
Suburban 12	01/01/2015	223	0:18:00	0:28:00	0:14:25	0:00:00	\$0.00	\$0.00
Suburban 12	01/01/2015	198	0:18:00	0:28:00	0:15:51	0:00:00	\$0.00	\$0.00
Rural 20	01/07/2015	2936	0:30:00	0:43:00	0:34:27	0:04:27	\$0.00	\$116.25
<b>Potential January:</b>								<b>\$0.00</b>

**Caroline Sasaki**

**ESA JANUARY 2015 FINANCIAL REPORT**  
Reported on March 4, 2015

Item 4.B.

	2015 Budget	January 2015 Current Month Actuals	2015 YTD Actuals	2015 Unobligated Balance	2015 Variance %
<b><u>OPERATING REVENUES</u></b>					
<b>Contract Administration (Per Agreement)</b>					
ESA Administration	\$ 80,000.00	\$ 20,000.00	\$ 20,000.00	\$ (60,000.00)	-75.0%
Appropriation from Unassigned Fund Balance	\$ -	\$ -	\$ -	\$ -	0.0%
<b>Operating Revenue Subtotal (Contract Administration)</b>	\$ 80,000.00	\$ 20,000.00	\$ 20,000.00	\$ (60,000.00)	-75.0%
<b>Other Operational Revenue</b>					
Interest	\$ 75.00	\$ -	\$ -	\$ (75.00)	-100.0%
Compliance Assessments (Allocated to Grants Fund)	\$ -	\$ -	\$ -	\$ -	0.0%
<b>Operating Revenues Subtotal (Other)</b>	\$ 75.00	\$ -	\$ -	\$ (75.00)	-100.0%
<b>TOTAL OPERATING REVENUES (All Sources)</b>	\$ 80,075.00	\$ 20,000.00	\$ 20,000.00	\$ (60,075.00)	-75.0%
<b><u>OPERATING EXPENDITURES</u></b>					
<b>Contract Administration (Per Agreement)</b>					
El Paso County Compliance Administration	\$ 67,475.00	\$ -	\$ -	\$ (67,475.00)	-100.0%
Contract Research/Evaluation	\$ -	\$ -	\$ -	\$ -	0.0%
Financial Audit / Accounting	\$ 8,000.00	\$ -	\$ -	\$ (8,000.00)	-100.0%
Insurance	\$ 2,500.00	\$ -	\$ -	\$ (2,500.00)	-100.0%
Office/Automation Expenses	\$ 2,000.00	\$ -	\$ -	\$ (2,000.00)	-100.0%
Information Services	\$ 100.00	\$ -	\$ -	\$ (100.00)	-100.0%
<b>Operating Expenses Subtotal (Contract Administration)</b>	\$ 80,075.00	\$ -	\$ -	\$ (80,075.00)	-100.0%
<b>Other Operational Expenses</b>					
Grants (From Actual / Available Compliance Assessments)	\$ -	\$ -	\$ -	\$ -	0.0%
<b>Operating Expenses Subtotal (Other)</b>	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL OPERATING EXPENDITURES (All Sources)</b>	\$ 80,075.00	\$ -	\$ -	\$ (80,075.00)	-100.0%
<b>VARIANCE: REVENUES OVER EXPENDITURES — Surplus / (Deficit)</b>	\$ -	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	0.0%

<b><u>CASH POSITION</u></b>	
<b>2015 BEGINNING FUND BALANCE — Unassigned and Assigned Funds</b>	\$ 17,935.04
<b>As of 1/31/13:</b>	
<b>Grant Fund Balance (Assigned)</b>	\$ 5,410.50
<b>RFP Fund Balance (Assigned)</b>	\$ -
<b>Unassigned Fund Balance</b>	\$ 32,524.54
<b>Cash Receivable</b>	\$ -
<b>Cash Payable</b>	\$ -
<b>ENDING FUND BALANCE — Unassigned and Assigned Funds</b>	\$ 37,935.04

<b><u>Grant Fund Balance</u></b>	
\$ 5,410.50	<i>Beginning Balance</i>
\$ -	<i>Add: Penalty Rev Rec YTD</i>
\$ -	<i>Add: Interest</i>
\$ -	<i>Less RFP Fund Transfer</i>
\$ -	<i>Less Grant Fund Awards</i>
\$ 5,410.50	<i>Assigned Grant Fund Balance</i>

**ESA FEBRUARY 2015 FINANCIAL REPORT**  
 Reported on March 4, 2015

	2015 Budget	February 2015 Current Month Actuals	2015 YTD Actuals	2015 Unobligated Balance	2015 Variance %
<b>OPERATING REVENUES</b>					
<b>Contract Administration (Per Agreement)</b>					
ESA Administration	\$ 80,000.00	\$ -	\$ 20,000.00	\$ (60,000.00)	-75.0%
Appropriation from Fund Balance	\$ -	\$ -	\$ -	\$ -	0.0%
<b>Operating Revenue Subtotal (Contract Administration)</b>	\$ 80,000.00	\$ -	\$ 20,000.00	\$ (60,000.00)	-75.0%
<b>Other Operational Revenue</b>					
Interest	\$ 75.00	\$ -	\$ -	\$ (75.00)	-100.0%
Compliance Assessments (Allocated to Grants Fund)	\$ -	\$ -	\$ -	\$ -	0.0%
<b>Operating Revenues Subtotal (Other)</b>	\$ 75.00	\$ -	\$ -	\$ (75.00)	-100.0%
<b>TOTAL OPERATING REVENUES (All Sources)</b>	\$ 80,075.00	\$ -	\$ 20,000.00	\$ (60,075.00)	-75.0%
<b>OPERATING EXPENDITURES</b>					
<b>Contract Administration (Per Agreement)</b>					
El Paso County Compliance Administration	\$ 67,475.00	\$ -	\$ -	\$ (67,475.00)	-100.0%
Contract Research/Evaluation	\$ -	\$ -	\$ -	\$ -	0.0%
Financial Audit / Accounting	\$ 8,000.00	\$ -	\$ -	\$ (8,000.00)	-100.0%
Insurance	\$ 2,500.00	\$ -	\$ -	\$ (2,500.00)	-100.0%
Office/Automation Expenses	\$ 2,000.00	\$ -	\$ -	\$ (2,000.00)	-100.0%
Information Services	\$ 100.00	\$ -	\$ -	\$ (100.00)	-100.0%
<b>Operating Expenses Subtotal (Contract Administration)</b>	\$ 80,075.00	\$ -	\$ -	\$ (80,075.00)	-100.0%
<b>Other Operational Expenses</b>					
Grants (From Actual / Available Compliance Assessments)	\$ -	\$ -	\$ -	\$ -	0.0%
<b>Operating Expenses Subtotal (Other)</b>	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL OPERATING EXPENDITURES (All Sources)</b>	\$ 80,075.00	\$ -	\$ -	\$ (80,075.00)	-100.0%
<b>VARIANCE: REVENUES OVER EXPENDITURES — Surplus / (Deficit)</b>	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	0.0%

<b>CASH POSITION</b>		<b>*2015 budget amendment pending approval by EPC Board of County Commissioners</b>	
<b>2015 BEGINNING FUND BALANCE — Unassigned and Assigned Funds</b>	\$ 17,935.04	<b>Grant Fund Balance</b>	
<b>As of 2/28/13:</b>		\$ 5,410.50	<i>Beginning Balance</i>
<b>Grant Fund Balance (Assigned)</b>	\$ 5,410.50	\$ -	<i>Add: Penalty Rev Rec YTD</i>
<b>RFP Fund Balance (Assigned)</b>	\$ -	\$ -	<i>Add: Interest</i>
<b>Unassigned Fund Balance</b>	\$ 32,524.54	\$ -	<i>Less RFP Fund Transfer</i>
<b>Cash Receivable</b>	\$ -	\$ -	<i>Less Grant Fund Awards</i>
<b>Cash Payable</b>	\$ -	\$ 5,410.50	<i>Assigned Grant Fund Balance</i>
<b>ENDING FUND BALANCE — Unassigned and Assigned Funds</b>	\$ 37,935.04		



## **Community Relations Report January 2015**

**AMR has started a new partnership with Colorado Springs Wholesale Florist, Inc. and Southern Charm Weddings to take unsellable flowers to a nursing home to be used as a recreational activity for the residents.**

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

- Pikes Peak Towers Blood Pressure Checks

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

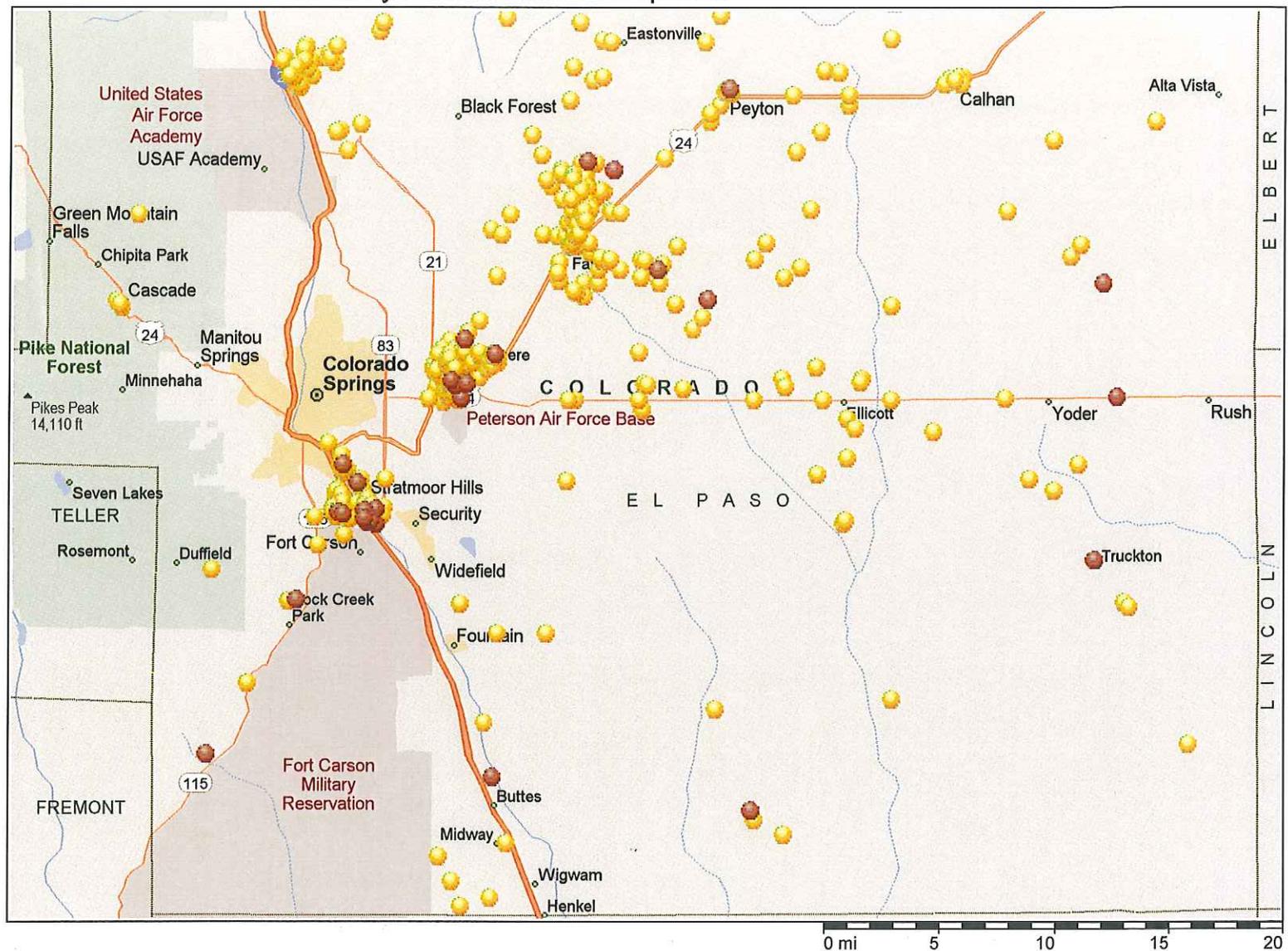
- Safe Kids Coalition
- Drive Smart Steering Committee
- Leadership Pikes Peak
- Colorado Springs Executives Association
- Pikes Peak Fire Fighters Association
- Pikes Peak Chief's Forum
- Pikes Peak Elder Abuse Coalition
- Meal on Wheels

# January All Calls and Exceptions

## Pushpins

● El Paso County Exceptio...

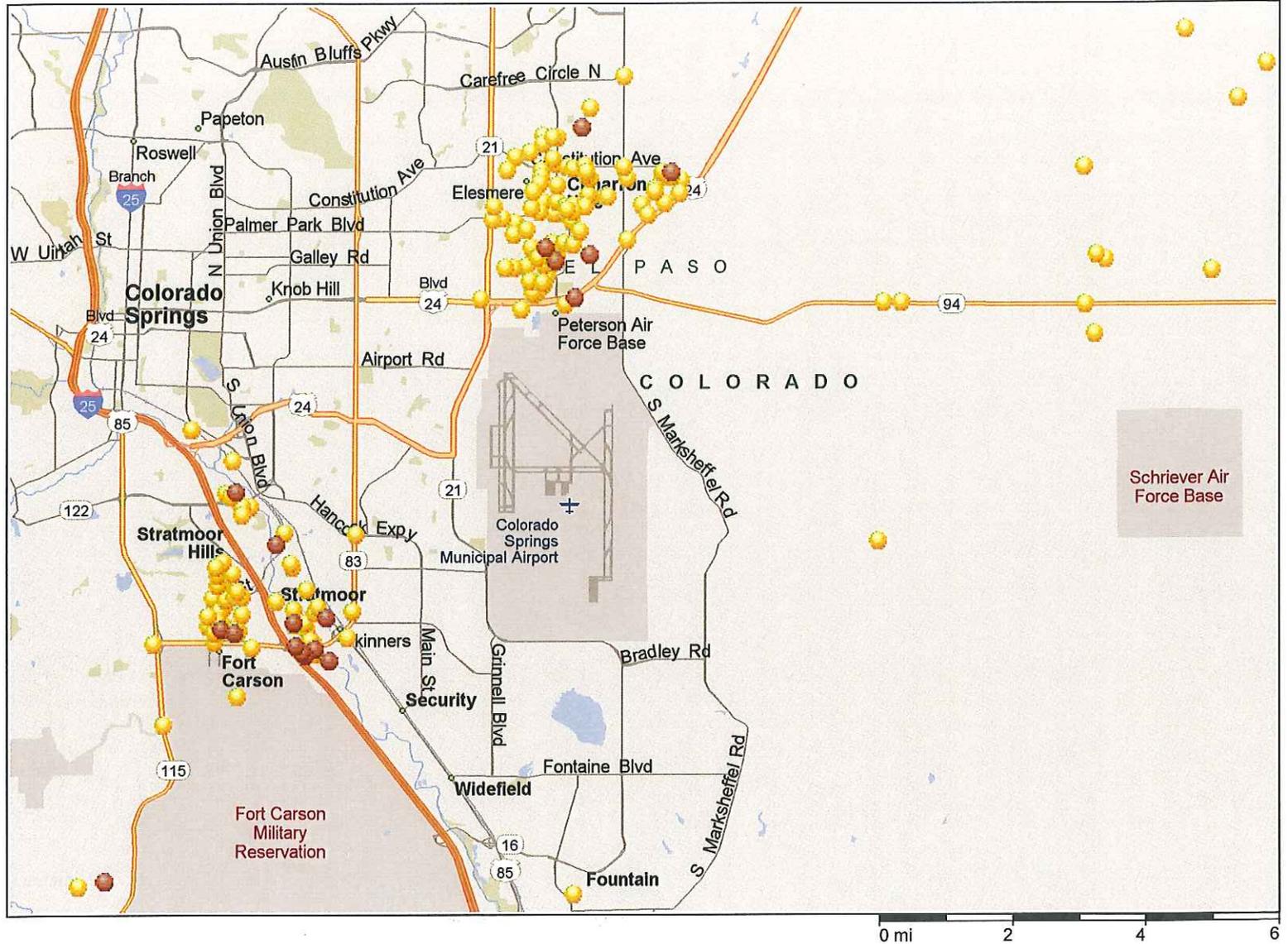
● ESA Call Listing January



# January All Calls and Exceptions

## Pushpins

-  El Paso County Exceptio...
-  ESA Call Listing January



## Scattergram Information

January 2015

### Cimarron Hills:

Total Calls:	60
Exceptions:	4
Percentage:	93.33%

### Stratmoor Hills

Total Calls:	89
Exceptions:	11
Percentage:	88%



### 2015 Emergency Services Authority Meeting Schedule

**Monthly Board Meetings** are held on the first Wednesday of every month at 3:00 pm. Location: Pikes Peak Regional Development Center, 2880 International Circle, Second Floor hearing room (\*alternate locations may be used as meeting dates change).

- |                  |                   |
|------------------|-------------------|
| January 7, 2015  | July 1, 2015      |
| February 4, 2015 | August 5, 2015    |
| March 4, 2015    | September 2, 2015 |
| April 1, 2015    | October 7, 2015   |
| May 6, 2015      | November 4, 2015  |
| June 3, 2015     | December 2, 2015  |

**Planning Committee Meetings** are held on the Wednesday prior to the Board Meeting. The Planning Committee plans for the next month’s agenda (for example, the committee sets the agenda for the February Board meeting in the January meeting), makes grant recommendations, and reviews compliance and complaints. Generally, the meeting is posted to begin at 4PM. Location: Pikes Peak Regional Development Center, 2880 International Circle, First Floor Conference Room.

- |                   |  |
|-------------------|--|
| January 28, 2015  | July 29, 2015                                  |
| February 25, 2015 | August 26, 2015                                |
| March 25, 2015    | September 30, 2015                             |
| April 29, 2015    | October 28, 2015                               |
| May 27, 2015      | November 18, 2015 (date change due to holiday) |
| June 24, 2015     | December 16, 2015 (date change due to holiday) |

**Research Committee Meetings** are held one Wednesday per month to be determined by the committee. The Research Committee will be looking into other options for the county once the current contract ends. Additionally, the future of ambulance service in the county will be affected by changing landscape of health care under the Affordable Care Act. Generally, the meeting is posted to begin at 8:30AM. Location: Pikes Peak Regional Development Center, 2880 International Circle, First Floor Conference Room

**Medical Control Committee Meetings** are held on alternate months beginning in February at 12:30 PM. Location: Memorial Administrative Center, 2420 E. Pikes Peak Ave., Classroom B.

- February 4, 2015
- June 3, 2015
- October 7, 2015

**NOTE:** Meeting dates are subject to change according to business needs.

First Regular Session  
Seventieth General Assembly  
STATE OF COLORADO

Item 5.A.

INTRODUCED

LLS NO. 15-0788.01 Jerry Barry

HOUSE BILL 15-1151

---

HOUSE SPONSORSHIP

**Rankin,** Hamner, Young

SENATE SPONSORSHIP

**Lambert,** Grantham, Steadman

---

**House Committees**

Health, Insurance, & Environment  
Appropriations

**Senate Committees**

---

A BILL FOR AN ACT

101 CONCERNING REIMBURSEMENT RATES UNDER THE COLORADO  
102 MEDICAL ASSISTANCE ACT, AND, IN CONNECTION THEREWITH,  
103 MAKING AN APPROPRIATION.

---

**Bill Summary**

*(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://www.leg.state.co.us/bills summaries>.)*

**Joint Budget Committee.** Current law authorizes the medical services board by rule to establish payment rates for services under medicaid. The bill requires those rates to be not less than 60% of:

- ! The rate for the equivalent service under medicare; or
- ! If there is no equivalent medicare rate, the average fair

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.  
*Capital letters indicate new material to be added to existing statute.*  
*Dashes through the words indicate deletions from existing statute.*

market rate for the service.

---

1 *Be it enacted by the General Assembly of the State of Colorado:*

2           **SECTION 1.** In Colorado Revised Statutes, 25.5-4-401, add (1)  
3 (b.5) as follows:

4           **25.5-4-401. Providers - payments - rules.** (1) (b.5) (I) ON AND  
5 AFTER JULY 1, 2015, THE STATE DEPARTMENT RULES PROMULGATED FOR  
6 THE PAYMENT OF PROVIDERS UNDER THIS ARTICLE AND ARTICLES 5 AND  
7 6 OF THIS TITLE MUST PROVIDE THAT PAYMENT RATES FOR SERVICES ARE  
8 NOT LESS THAN SIXTY PERCENT OF:

9           (A) THE RATE FOR THE EQUIVALENT SERVICE UNDER MEDICARE,  
10 TITLE XVIII OF THE FEDERAL "SOCIAL SECURITY ACT", AS AMENDED; OR

11           (B) IF THE SERVICE DOES NOT HAVE AN EQUIVALENT MEDICARE  
12 RATE, THE AVERAGE FAIR MARKET RATE FOR THE SERVICE.

13           (II) IF ANY PROVISION OF THIS PARAGRAPH (B.5) IS FOUND TO BE  
14 IN CONFLICT WITH ANY FEDERAL LAW OR REGULATION, SUCH CONFLICTING  
15 PORTION OF THIS PARAGRAPH (B.5) IS DECLARED TO BE INOPERATIVE TO  
16 THE EXTENT OF THE CONFLICT.

17           **SECTION 2. Appropriation.** For the 2015-16 state fiscal year,  
18 \$\_\_\_\_\_ is appropriated to the department of health care policy and  
19 financing for medical services premiums. This appropriation consists of  
20 \$\_\_\_\_\_ from the general fund, \$\_\_\_\_\_ from the \_\_\_\_\_ fund created in  
21 section \_\_\_\_\_, C.R.S., and \$\_\_\_\_\_ federal funds. To implement this act,  
22 the department may use this appropriation for any provider rate increases  
23 necessary to comply with the minimum standards in section 25.5-4-401  
24 (1) (b.5) (I), C.R.S.

25           **SECTION 3. Safety clause.** The general assembly hereby finds,

- 1 determines, and declares that this act is necessary for the immediate
- 2 preservation of the public peace, health, and safety.

**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 Black Forest Fire Rescue Protection District (“Agency”) (individually, a “Party” and collectively, the “Parties”).

**Background and Purpose**

A. Pursuant to the *Amended and Restated Intergovernmental Agreement Concerning the El Paso County Emergency Services Authority* approved June 24, 2014 (the “Establishing IGA”), between El Paso County and the City of Fountain, the ESA exists 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, the ESA has entered into an agreement with American Medical Response (“AMR” or “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 its own emergency ambulance services within its jurisdictional boundaries. The Agency is providing its own ground emergency ambulance emergency service within its jurisdictional boundaries through the Black Forest Fire Rescue Protection District as now existing or as may be hereinafter be included in the Black Forest Fire Rescue Protection District and any area to which the Black Forest Fire Rescue Protection District is authorized to respond.

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.

F. The Parties agree it is in their mutual interest and for the 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, oversee the mutual response agreement between Agency and Contractor, and ensure the Contractor is otherwise complying with all terms and conditions of the Contract.

- 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.
- 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.
- 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.
- F. Recognize that Agency is providing primary ground emergency ambulance services within its jurisdictional boundaries.

## 2. Agency's Obligations:

- A. Acknowledge that, pursuant to the terms of the Contract, the Agency's jurisdictional boundaries are not included in response zone compliance calculations.
- B. Provide ground emergency ambulance services within the Agency's jurisdictional boundaries.
- ~~BC.~~ Agree to be bound and abide by all ESA policies and procedures with regard to the Contract.
- ~~CD.~~ 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 Parties acknowledge that the ESA's ability to contract with a ground emergency ambulance services provider is dependent on the ESA's ability to accurately identify the jurisdictional boundary of the Exclusive Area on at least an annual calendar-year basis and while undergoing the RFP procurement process. The Parties further acknowledge that for emergency medical response system planning purposes, the ESA and Contractor must be able to accurately forecast the territory to be included within the Exclusive Area at least six (6) months in advance of January 1 of each Contract year. Agency agrees that if Agency decides to terminate its own ground emergency ambulance services in its jurisdiction in accordance with Colorado and local laws and ordinances, Agency shall provide written notice to the ESA at least six (6) months in advance of December 31 of the current year of the decision to terminate its own ground emergency ambulance services.

- B. The ESA may terminate this Agreement upon at least sixty (60) days' written notice to Agency. The Agency may terminate this Agreement upon at least sixty (60) days' written notice to ESA, subject to compliance with the notification requirements set forth in paragraph 3 (C). The parties may waive the 60-day written notice requirement upon mutual agreement.
- 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 boundary if Agency terminates this Agreement pursuant to this paragraph 3 (C).

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. (attach additional pages describing any additional conditions)

FOR THE EL PASO COUNTY EMERGENCY SERVICES AUTHORITY:

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

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

FOR: Black Forest Fire Rescue Protection District

BY: Approved (signature): \_\_\_\_\_ Date: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

**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 ~~\_\_\_\_\_Crystal Park~~ Fire Rescue 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 \_\_\_\_\_ (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, 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 its own emergency ambulance services within its jurisdictional boundaries. ~~Notwithstanding such power and authority, the Agency desires to enter into this Agreement with the ESA and be subject to and its territory included within the Exclusive Area. The Agency is providing its own ground emergency ambulance emergency service within its jurisdictional boundaries through the \_\_\_\_\_ Fire Reseue Protection District as now existing or as may be hereinafter be included in the \_\_\_\_\_ Fire Rescue Protection District and any area to which the \_\_\_\_\_ Fire Rescue Protection District is authorized to respond.~~

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.

F. The Parties agree it is in their mutual interest and for the 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, oversee the mutual response agreement between Agency and Contractor, and ensure the Contractor is otherwise complying with all terms and conditions of the Contract.
- 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.
- 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.
- 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.

~~F. Recognize that Agency is providing primary ground emergency ambulance services within its jurisdictional boundaries.~~

## 2. Agency's Obligations:

~~A. Provide ground emergency ambulance services within the Agency's jurisdictional boundaries.~~

- B. Agree to be bound and abide by all ESA policies and procedures with regard to the Contract.
- 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 Parties acknowledge that the ESA's ability to contract with a ground emergency ambulance services provider is dependent on the ESA's ability to accurately identify the jurisdictional boundary of the Exclusive Area on at least an annual calendar-year basis and while undergoing the RFP procurement process. The Parties further acknowledge that for emergency medical response system planning purposes, the ESA and Contractor must be able to accurately forecast the territory to be included within the Exclusive Area at least six (6) months in advance of January 1 of each Contract year. ~~Agency agrees that if Agency decides to terminate its own ground emergency ambulance services in its jurisdiction in accordance with Colorado and local laws and ordinances, Agency shall provide written notice to the ESA at least six (6) months in advance of December 31 of the current year of the decision to terminate its own ground emergency ambulance services.~~

B. The ESA may terminate this Agreement upon at least sixty (60) days' written notice to Agency. The Agency may terminate this Agreement upon at least sixty (60) days' written notice to ESA, ~~subject to compliance with the notification requirements set forth in paragraph 3 (C).~~ The parties may waive the 60-day written notice requirement upon mutual agreement.

~~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 boundary if Agency terminates this Agreement pursuant to this paragraph 3 (C).~~

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. (attach additional pages describing any additional conditions)

FOR THE EL PASO COUNTY EMERGENCY SERVICES AUTHORITY:

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

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

FOR: \_\_\_\_\_ Fire Rescue Protection District

BY: Approved (signature): \_\_\_\_\_ Date: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

**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 Edison Fire Rescue Protection District (“Agency”) (individually, a “Party” and collectively, the “Parties”).

**Background and Purpose**

A. Pursuant to the *Amended and Restated Intergovernmental Agreement Concerning the El Paso County Emergency Services Authority* approved June 24, 2014 (the “Establishing IGA”), between El Paso County and the City of Fountain, the ESA exists 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, the ESA has entered into an agreement with American Medical Response (“AMR” or “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 its own emergency ambulance services within its jurisdictional boundaries. The Agency is providing its own ground emergency ambulance emergency service within its jurisdictional boundaries through the \_\_\_\_\_ Fire Rescue Protection District as now existing or as may be hereinafter be included in the \_\_\_\_\_ Fire Rescue Protection District and any area to which the \_\_\_\_\_ Fire Rescue Protection District is authorized to respond.

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.

F. The Parties agree it is in their mutual interest and for the 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, oversee the mutual response agreement between Agency and Contractor, and ensure the Contractor is otherwise complying with all terms and conditions of the Contract.

- 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.
- 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.
- 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.
- F. Recognize that Agency is providing primary ground emergency ambulance services within its jurisdictional boundaries.

## 2. Agency's Obligations:

- A. Provide ground emergency ambulance services within the Agency's jurisdictional boundaries.
- B. Agree to be bound and abide by all ESA policies and procedures with regard to the Contract.
- 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 Parties acknowledge that the ESA's ability to contract with a ground emergency ambulance services provider is dependent on the ESA's ability to accurately identify the jurisdictional boundary of the Exclusive Area on at least an annual calendar-year basis and while undergoing the RFP procurement process. The Parties further acknowledge that for emergency medical response system planning purposes, the ESA and Contractor must be able to accurately forecast the territory to be included within the Exclusive Area at least six (6) months in advance of January 1 of each Contract year. Agency agrees that if Agency decides to terminate its own ground emergency ambulance services in its jurisdiction in accordance with Colorado and local laws and ordinances, Agency shall provide written notice to the ESA at least six (6) months in advance of December 31 of the current year of the decision to terminate its own ground emergency ambulance services.
- B. The ESA may terminate this Agreement upon at least sixty (60) days' written notice to Agency. The Agency may terminate this Agreement upon at least sixty (60) days' written

notice to ESA, subject to compliance with the notification requirements set forth in paragraph 3 (C). The parties may waive the 60-day written notice requirement upon mutual agreement.

- 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 boundary if Agency terminates this Agreement pursuant to this paragraph 3 (C).

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. (attach additional pages describing any additional conditions)

FOR THE EL PASO COUNTY EMERGENCY SERVICES AUTHORITY:

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

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

FOR: Edison Fire Rescue Protection District

BY: Approved (signature): Mark B. Anderson Date: 2-2-15

Name (printed): Mark B. Anderson

Title: 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 CITY OF MANITOU SPRINGS (“City”) (individually, a “Party” and collectively, the “Parties”).

**Background and Purpose**

1. Pursuant to the *Amended and Restated Intergovernmental Agreement Concerning the El Paso County Emergency Services Authority* approved June 24, 2014 (the “Establishing IGA”), between El Paso County and the City of Fountain, the ESA exists to oversee an exclusive contract to provide ground emergency ambulance services within the ESA's service area, including unincorporated El Paso County and participating municipalities and special districts.

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

3. The City is a home rule city political subdivision of the State of Colorado and pursuant to applicable state statutes, and the City's Charter and Municipal Code, has the power and authority to provide its own emergency ambulance services within its jurisdictional boundaries. The City wishes to be included within the Exclusive Area, allowing provision of ground emergency ambulance services through the Contract in any area in which the City is authorized to respond. As of the date of this Agreement, the Contract does not include the City's jurisdictional boundaries within the Exclusive Area. This Agreement will become effective upon the Contract being amended to include the City's jurisdictional boundaries within the Exclusive Area.

4. Article XIV, Section 18 of the Colorado Constitution and C.R.S. § 29-1-201, *et seq.* provide for and encourage 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.

5. The Parties desire to enter into this Agreement in order to assure coordinated, effective and efficient ground emergency ambulance services within the City's jurisdictional boundaries, which will benefit the taxpayers and citizens of the City.

6. The Parties agree it is in their mutual interest and for the public health, safety, convenience and welfare that they enter into this Agreement in order for the City to authorize the ESA to represent it on matters related to the provision of ground emergency ambulance services by the Contractor, upon the City's jurisdictional boundaries being included in the Exclusive Area through amendment to the Contract, should such amendment be approved.

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.

B. Through ESA staff, provide management, oversight and administration of the Contract at no cost to City.

C. Coordinate with state and other local government entities to provide an efficient and effective regional emergency medical response system.

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.

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 City.

### 2. City's Obligations.

A. Agree to be bound and abide by all ESA policies and procedures with regard to the Contract.

B. Communicate with the ESA board any questions or concerns of the City in connection with performance of the Contract.

### 3. Termination of this Agreement.

The ESA may terminate this Agreement upon at least sixty (60) days' written notice to City. The City may terminate this Agreement upon at least sixty (60) days' written notice to ESA, subject to compliance with the notification requirements set forth in paragraph 4. The parties may waive the 60-day written notice requirement upon mutual agreement.

### 4. Notice.

Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to:

For the City:

City Clerk  
City of Manitou Springs  
606 Manitou Avenue  
Manitou Springs, CO 80829

For the ESA:

El Paso County Emergency Services Authority  
3275 Akers Drive  
Colorado Springs, CO 80922

5. City Authority. This Agreement has been duly adopted by the City's governing body and the undersigned City representative is authorized to execute this Agreement on behalf of the City.
6. Effect. This Agreement shall be effective upon approval by both the ESA board and the City Council. 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.
7. 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 the City's Charter, Municipal Code, Resolutions, 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.
8. 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.
9. 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.
10. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.
11. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by either Party shall not constitute a waiver of any of the other terms or obligations of this Agreement.
12. No Third Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this IGA, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this IGA shall give or allow any such claim or right of action by any other or third person or entity on such IGA. It is the express intention of the Parties hereto that any person or entity, other than the Parties, receiving services or benefits under this IGA shall be deemed to be incidental beneficiaries only.
13. Governmental Immunity. The Parties, their officers, and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the either Party and their officers or employees.

FOR THE EL PASO COUNTY EMERGENCY SERVICES AUTHORITY:

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

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

FOR THE CITY OF MANITOU

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Marc Snyder  
Mayor, City of Manitou Springs

ATTEST: \_\_\_\_\_  
Donna Kast, City Clerk



**Board of Directors**

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

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

**TO:** ESA Board  
**FROM:** Caroline Sasaki, Business Administrator  
**DATE:** March 4, 2015  
**RE:** Fire District IGA Status

ESA / Fire District IGA Status		
Agency	Presented to ESA Board	Approved/Signed by ESA Board
Big Sandy Fire Department (Simla)	2/4/2015	2/4/2015
Broadmoor Fire Department	12/3/2014	12/3/2014
Black Forest Fire Protection District	3/4/2015	Pending Approval
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
City of Manitou Springs	3/4/2015	Pending Approval
Colorado Centre Fire Department	9/3/2014	9/3/2014
Crystal Park Volunteer Fire Dept	3/4/2015	Pending Approval
Donald Wescott Fire Department	12/3/2014	12/3/2014
El Paso County Search & Rescue	12/3/2014	12/3/2014
Edison Volunteer Fire Department	3/4/2015	Pending Approval
Ellicott Fire Protection District	2/4/2015	2/4/2015
Falcon Fire Protection District	12/3/2014	1/7/2015
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
Peyton Fire Protection District		In Process
Security Fire Protection District	11/5/2014	11/5/2014
Southwest Hwy 115 Fire Protection District	10/1/2014	11/5/2014
Stratmoor Hills Fire Dept	12/3/2014	12/3/2014
Tri-County Volunteer Fire Department	2/04/2015	2/4/2015
Tri-Lakes Fire Protection District	12/3/2014	12/3/2014