

**Amendment #05 to the Service Agreement**  
**between Poudre Fire Authority**  
**and Poudre Valley Health Care, Inc. d/b/a Poudre Valley Hospital**

This Fifth Amendment (“Amendment #05”) is entered into by and between The Poudre Fire Authority (“PFA”) and Poudre Valley Health Care, Inc. d/b/a Poudre Valley Hospital (the “Service Provider”).

WHEREAS, PFA and the Service Provider mutually entered into a Services Agreement (8037 PFA Emergency Medical Services), effective June 1, 2015; and

WHEREAS, the parties agreed to certain amendments and extensions of the Services Agreement by executing Amendment #01 on July 14, 2016; Amendment #02 on July 14, 2016; Amendment #03 on July 26, 2017; and Amendment #04 on May 29, 2018 (together with the Services Agreement, the “Agreement”); and

WHEREAS, the parties wish to make additional changes to the Agreement to incorporate a revised NLCERA map, and to renew the Agreement for one additional year pursuant to the terms of this Amendment #05; and

WHEREAS, both parties agree to the changes.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises herein contained, the parties agree as follows:

1. Term. Pursuant to Section 2 of the Agreement, the term of the Agreement is hereby extended for an additional one-year period, commencing June 1, 2019 and extending to May 31, 2020.
2. Exhibit A, Scope of Services, EMS Response Zones Map (page 29 of 43). The EMS Response Zones Map defining the NLCERA is deleted in its entirety and replaced with the attached new Geographic Information System (GIS) validated map.

Background for this change:

The new NLCERA map which defines the EMS Response Zones designates the boundary of the City of Fort Collins Growth Management Area (GMA) as Zone 1. The new EMS Response Zones map measures outward from the edges of the GMA to Zones 2, 3, 4, and 5.

3. Exhibit A, Scope of Services, Section 2.2, D Response Times. The original table in this Section defining the response times is deleted in its entirety and replaced with the following:

<b>ZONE</b>	<b>EMERGENT</b>	<b>EMERGENT</b>	<b>NON-EMERG</b>	<b>NON-EMERG</b>
	<i>Standard</i>	<i>Maximum</i>	<i>Standard</i>	<i>Maximum</i>
<b>Zone 1</b>	8:59 minutes	11:59 minutes	11:59 minutes	14:59 minutes
<b>Zone 2</b>	None	11:59 minutes	None	30:00 minutes
<b>Zone 3</b>	None	23:59 minutes	None	30:00 minutes
<b>Zone 4</b>	None	60:00 minutes	None	120:00 minutes
<b>Zone 5</b>	None	60:00 minutes to Zone 4 / Zone 5 interface	None	120:00 minutes to Zone 4 / Zone 5 interface

4. Exhibit A, Scope of Services, Section 2.2, G, as amended by the Second Amendment. Correct the reference to the Zone area map as follows:

From: “(Attachment B)”.

To: “(Attachment A)”.

5. Exhibit A, Scope of Services, Section 2.4, Response Time Exceptions and Exemptions. The original provision in this Section is deleted in its entirety and replaced with the following:

“Contractor shall maintain mechanisms for reserve capacity to increase emergency response capability should temporary system volume significantly exceed the levels of the published deployment plan. However, it is understood that from time to time unusual factors beyond Contractor’s reasonable control may affect achievement of the specified response time requirement. These unusual factors are limited to unusually severe weather conditions, declared disasters, reassignment to a higher priority response, or periods of unusually high demand for emergency services. For the purpose of considering exemption requests Contractor must demonstrate that all units provided for in the Deployment Plan were available for 911 calls, or assigned to, 911 calls or mutual aid calls.

Equipment failures, expected traffic congestion, Ambulance failures, inability to staff units and other causes will not be grounds for granting an exception to compliance with the response time requirements. If Contractor determines that any response or group of responses should be excluded from the compliance calculations due to “unusual factors beyond the Contractor’s reasonable control,” Contractor may provide detailed documentation to the PFA and request that the PFA exclude these runs from response time calculations and liquidated damages calculations. Any such exception request must be made in writing and received by the PFA with the required monthly report. The PFA will review the request and issue a determination. Should Contractor dispute the determination made by the PFA, Contractor may make a written appeal to the PFA for a definitive ruling within five (5) days of receiving the PFA decision. The PFA ruling will be final and binding. Any response time requirement changes proposed by Contractor will be reviewed on a case by case basis.”

6. Exhibit A, Scope of Services, Section 2.4, Response Time Exceptions and Exemptions as Amended by the First Amendment. Delete the entire provision added by the First Amendment. For reference this includes deletion of the following:

“For Unusual Factors (UF) a predesignated CAD time stamp and notification and agreement from Service Provider to PFA process is required.”

“Categories for Severe Weather and Disaster Exemptions: For the purposes of pre-designation, two categories have been established by aggregating Zones 1 & 2 (Category one), and Zones 3, 4 & 5 (Category two) into two (2) Severe Weather Exemption categories. One or both may be designated, and follow-up emails will include required details of the designation for data accountability. If no notification is made by the EMS supervisor (or their designee) within 24 hours (For Severe Weather Exemptions), the Unusual Factor designation will not be considered for exemption.”

7. First Amendment. Delete the following provision originally incorporated into the Agreement by the First Amendment:

“This Amendment #1 also incorporates by reference the Deployment Model (DM) Reporting Procedure and the Unusual Factors Reporting Procedure developed and agreed to by PFA and Service Provider and updated from time to time as necessary. Current copies of the Procedures can be obtained from PFA’s Contract Compliance Coordinator and the Service Provider’s Logistic and Support Chief ([Thomas.cain@uchealth.org](mailto:Thomas.cain@uchealth.org)).”

8. First Amendment, Section 2.3, Upgrades, Downgrades, and Reassignment. Delete the following provision originally incorporated into the Agreement by the First Amendment:

“I. Hard to Service Areas

Hard to Serve Area (HSA) Designation: Predefined GIS segmented areas within any NLCERA Zone where natural or designed access, or special circumstances, would prevent a normal response beyond the contractor’s control due to limited access, topography, or other special circumstances which impede going on scene as per the NLCERA contract, Ex. A, 2.2 (A, B, & D). Predetermined Countermeasures to improve the EMS system for responses into each designated HSA is a requirement.”

9. No Other Amendments. The parties agree that all other terms and conditions of the Agreement, as previously amended by Amendments #01, #02, #03, and #04 shall remain unchanged and in full force. In the event of a conflict the most recent amendment shall prevail.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Amendment #05 as of the last date of signature below.

**POUDRE FIRE AUTHORITY**

DocuSigned by:  
By: Dave Pusey  
CABD3AA33F364C8  
Dave Pusey, PFA Board Chair  
Date: 5/31/2019

**ATTEST:**

DocuSigned by:  
Kirsten Howard  
19559D2EBBE5432...  
PFA Secretary

**APPROVED AS TO FORM:**

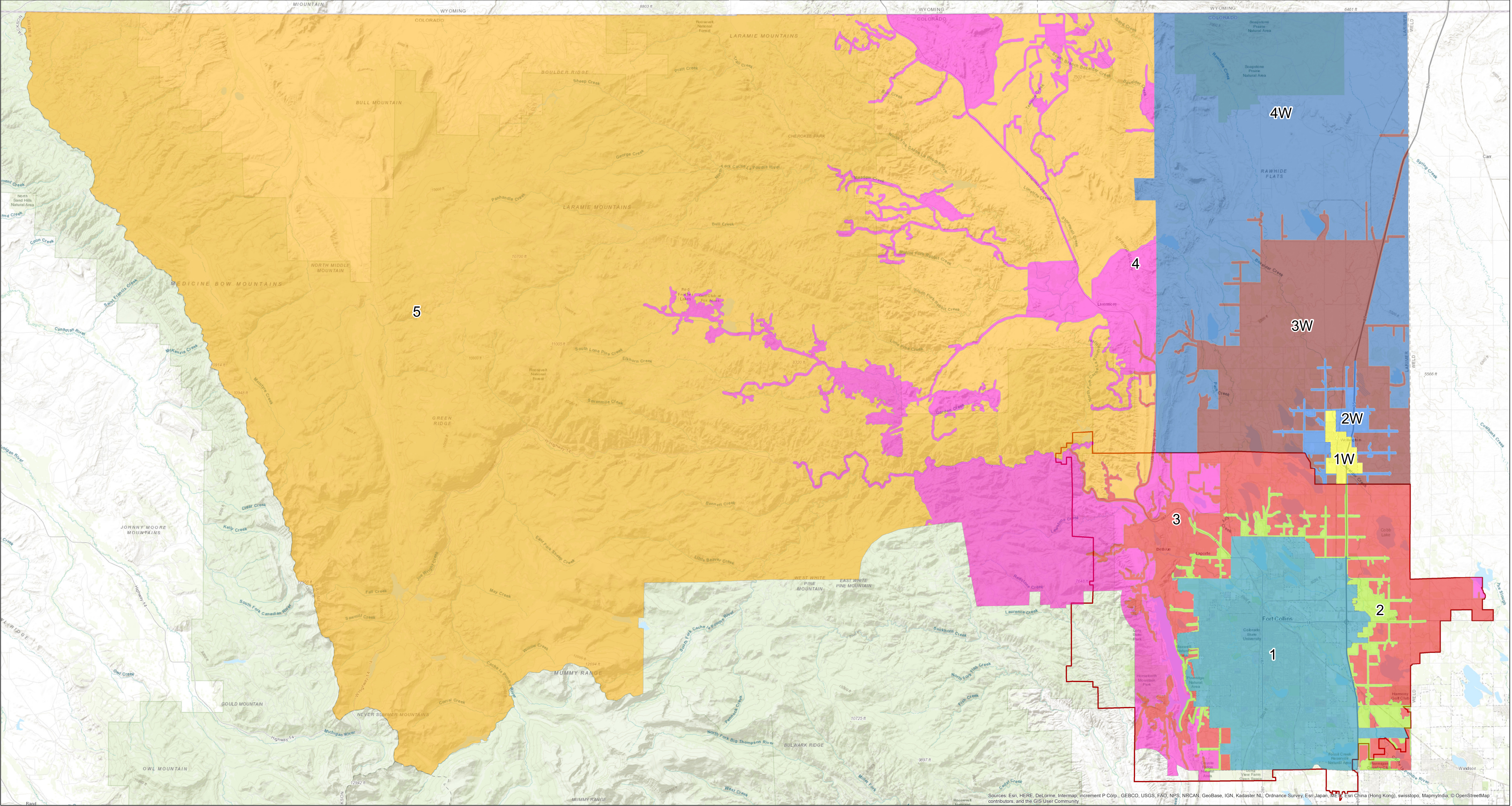
DocuSigned by:  
RN  
59650EAB82EA47D...  
Assistant City Attorney II

**POUDRE VALLEY HEALTH CARE, INC.  
d/b/a POUDRE VALLEY HOSPITAL**

DocuSigned by:  
By: Kevin Unger  
F2B9EE203C30446  
Kevin Unger, President/CEO  
Date: 6/3/2019



# NLCERA Response Zones



## Legend

Larimer County

PFA

NLCERA

Zone1

Zone2

Zone3

Zone4

Zone5

Zone1W

Zone2W

Zone3W

Zone4W

Printed 3/19/2019

