

**Amendment #01 to the Service Agreement
between Poudre Fire Authority
and Poudre Valley Health Care, Inc. d/b/a Poudre Valley Hospital**

This First Amendment (“Amendment #01”) is entered into by and between The Poudre Fire Authority (“PFA”) and the 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 with an effective date of June 1, 2015 (the “Agreement”); and

WHEREAS, the parties desire to revise certain definitions and procedures to allow for consistent administration and eliminate potential ambiguity; and

WHEREAS, both parties agree to the new definitions and procedures;

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

1. Entity Name. All references to “University of Colorado Health – Poudre Valley Hospital” shall be changed to “Poudre Valley Health Care, Inc. d/b/a Poudre Valley Hospital”. This change shall also apply to Exhibit B, Agreement for Dispatch Services and Exhibit C, Agreement for Use of Opticom System.

2. Term. Pursuant to Section 2, Contract Period, of the Agreement, PFA has elected to extend the Agreement for an additional one-year period, commencing June 1, 2016 and continuing through May 31, 2017.

3. Exhibit A, Scope of Service. The Scope of Services, Exhibit A is amended as follows:

A. SECTION 1.0, Definitions, Add the following new terms:

“Exception – An Exception is a response time that exceeds the established NLCERA response time criteria. It is a determination by PFA to exclude an EMS event from the predetermined response time criteria due to factors outside the Service Provider’s reasonable control.”

“Occurrence - The monthly data cycle requirements for reporting to PFA of the EMS Contract Data requirements. Specifically, as stated in 7.0 (D), 1-2 Occurrences will correspond to 1 - 2 consecutive months of corresponding reporting data for assessed liquidated damages; 3 - 5 corresponds to 3 - 5 consecutive months of corresponding reporting data for assessed liquidated damages.”

“Unusual Factors - Unusual factors (UF) are limited to unusually severe weather conditions, declared disasters, reassignment enroute, or periods of unusually high demand for emergency services per section 2.4. For UF conditions a predesignated

CAD time stamp and notification and agreement from Service Provider to PFA process is required.”

“Upgrade – A change in CAD response coding to a higher priority response, as described in Zone Table 2.2 (D). A higher priority is described as moving from non-emergent to emergent.”

B. SECTION 2.3, Upgrades, Downgrades, and Reassignment, Add additional clarification;

i. Section 2.3 A, Uncoded Medicals, Change to read:

“All uncoded medicals are required to meet the maximum non-emergent response time for such designated zone. Should a call become coded the associated response times shall apply.”

ii. Section 2.3 B, Upgrades, Add the following clarification:

“A mathematical model will be utilized to represent fair and equitable non-emergent upgraded to emergent compliance times.”

iii. Section 2.3, Add a new provision “I” to address Hard to Service Areas:

“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.”

iv. Section 2.4, Response Time Exceptions and Exemptions, Add the following new provisions:

“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.”

C. SECTION 7.0, Liquidated Damages

i. Section 7.0 D, Monthly, Add the following note:

“**1-2 Occurrences will correspond to 1 - 2 consecutive months of corresponding reporting data for assessed liquidated damages; 3 - 5 corresponds to 3 - 5 consecutive months of corresponding reporting data for assessed liquidated damages.”

4. 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@uhealth.org).

Except as expressly amended by this Amendment #01, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment #01 the day and year of the last signature below.

POUDRE FIRE AUTHORITY

DocuSigned by:
Kristin Stephens
By: 4E1664006A844DB...
Date: 7/14/2016

ATTEST:

DocuSigned by:
Kristen Howard
19656D2E88E5432...
Secretary

APPROVED AS TO FORM:

DocuSigned by:
Legal Vidrojan
8F52A88A16E8481...
Assistant City Attorney

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

DocuSigned by:
Kevin L. Unger
By: F2D8EF209C90446...
Kevin L. Unger, President & CEO
Date: 7/14/2016