

Amendment #03 to the Service Agreement
between Poudre Fire Authority
and Poudre Valley Health Care, Inc. d/b/a Poudre Valley Hospital

This Third Amendment (“Amendment #03”) 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 with an effective date of June 1, 2015 (the “Agreement”); and

WHEREAS, the parties previously executed Amendment #01 (“Amendment #01”) on July 14, 2016 to revise certain definitions and procedures; and

WHEREAS, the parties previously executed Amendment #02 (“Amendment #02) on July 14, 2016 to make additional changes to allow for consistent administration and eliminate potential ambiguity; and

WHEREAS, the parties wish to make additional changes to incorporate revised insurance requirements; 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, Contract Period, of the Agreement, and as previously agreed by the parties by the executed Contract Renewal letter dated May 10, 2017 PFA has elected to extend the Agreement for an additional one-year period, commencing June 1, 2017 and continuing through May 31, 2018.


2. Exhibit D, Insurance

Exhibit D is replaced in its entirety with the attached new Exhibit D.

Except as expressly amended by this Amendment #03, all other terms and conditions of the Agreement, as previously amended by Amendments #01 and #02, shall remain in full force and effect.

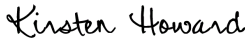
IN WITNESS WHEREOF, the parties have executed this Amendment #03 the day and year shown.

POUDRE FIRE AUTHORITY

DocuSigned by:

By: _____
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Tom DeMint
Fire Chief

DATE: 7/26/2017

ATTEST:

DocuSigned by:


19559D2E88E5492...
PFA Secretary

APPROVED AS TO FORM:

DocuSigned by:


0F52A89A45EB481...
Assistant City Attorney

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

DocuSigned by:

By: _____
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Printed: Kevin Unger

Title: President/CEO
CORPORATE PRESIDENT OR VICE PRESIDENT

Date: 7/25/2017

**EXHIBIT D
INSURANCE REQUIREMENTS**

- A. The Contractor including the Medical Director shall maintain and pay for all of the following insurance coverages during the term of the contract and all renewals thereof:
- (a) Medical Professional liability coverage with limits of \$5 million per claim and \$5 million aggregate via a primary policy and/or through umbrella/excess coverage.
 - (b) General liability coverage including Products, Completed Operations, Personal and Advertising Injury with limits of \$5 million per claim and \$5 million aggregate via a primary policy and/or through umbrella/excess coverage.
 - (c) Auto liability coverage with underlying limits of \$1 million and confirmation that the auto liability coverage is on the schedule of underlying coverage to access the full excess limit of \$15 million through umbrella/excess coverage.
 - (d) Umbrella/excess liability insurance covering professional and general liability with limits of \$15 million per claim and \$15 million aggregate.
 - (e) Network Security and Privacy Liability Coverage related errors and omissions liability coverage including media liability with limits of \$5 million per claim and \$5 million aggregate.
 - (f) Property and casualty coverage for its materials, equipment, furnishings, supplies, and all owned personal and/or business property and improvements located on Client's premises under the standard "Special Form" coverage to its full replacement cost, without depreciation, adjusted yearly.
 - (g) Workers' compensation and other statutory insurances as required.
 - (h) Employer's liability coverage with underlying limits of \$1 million and confirmation that the employers liability coverage is on the schedule of underlying coverage to access the full excess limit of \$15 million through umbrella/excess coverage.
- B. The insurance coverages Contractor and its subcontractors shall be with insurers duly licensed or approved to do business in the State of Colorado and that have an "A.M. Best" rating of not less than A-VII. The coverages required in subparagraphs (a), (b), (c) and (d) above must be written on a "per-occurrence basis", or if written on a "claims-made basis", provide for continuous "tail coverage" of at least three (3) years beginning at the time this Agreement terminates. The Client and its officers and employees shall be named as "Additional Insureds" under the coverages required under paragraphs (b), (c) and (d) of Section 11.5 and these policies shall be written on a primary basis, non-contributory with any other insurance coverages and self-insurance carried by the PFA. Prior to providing any of the services, Contractor must submit to the PFA and the PFA must approve certificates of insurance evidencing all the insurance coverages Contractor is required to maintain under Section 11.5. For those policies on which the Client is to be named as an Additional Insured, the certificates of insurance shall state that the policy carrier will provide the Client at least thirty (30) days advance written notice for the cancellation, non-renewal or material changes to the policy. On all other policies, Contractor shall provide the PFA with at least thirty (30) days advance written notice for the cancellation, non-renewal or material changes to such policies. Failure of Contractor to fully comply with the requirements of Section 11.5 shall be considered an Event of Default under Article VII of this Agreement.