

Amendment #02 to the Service Agreement
between Poudre Fire Authority
and Poudre Valley Health Care, Inc. d/b/a Poudre Valley Hospital

This Second Amendment (“Amendment #02”) 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 to (“Amendment #01”) to revise certain definitions and procedures; and

WHEREAS, the parties desire to make additional changes to allow for consistent administration and eliminate potential ambiguity; 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. Exhibit A, Scope of Service. The Scope of Services, Exhibit A is amended as follows:

A. SECTION 1.0, Definitions, amend or add the following new terms:

“**Affiliated Fire Departments**” – a NLCERA Affiliated Fire Department located within the NLCERA and receive their Authorities Having Jurisdiction (AHJ) ambulance services from the Service Provider.

“**Dispatch**” - means the Fort Collins 911, which is one of the Public Safety Answering Points (PSAP) responsible for answering 911 calls.

“**Emergency Medical Technician (EMT)**” - an individual who has a current and valid EMT certification issued by Colorado Department of Public Health and Environment (“DPHE”) and who is authorized to provide basic emergency medical care in accordance with these rules.

“**Incident Commander**” – is the individual in charge of any response scene.

“**LCISO**” – Larimer County Sherriff Office.

“**Participating Agency**” – means any NLCERA fire service agency (fire district or fire department) that has an IGA with the PFA for Emergency Medical Services.

“**PSAP**” or “**Public Safety Answering Point**” - is a call center responsible for answering calls to an emergency telephone number for police, firefighting, and ambulance services.

B. SECTION 2.2, Operations Section

- a. Section G Map Revisions. Change to read:

“Map Revisions. In the event that one or more of the Participating Agencies change their level of medical first response services, or in the event that new Participating Providers are added, PFA may revise the Zone area map (Attachment B).”

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

- a. Section 2.3 C, Downgrades, Change to read:

“If an assignment is downgraded prior to the arrival on scene of the first Ambulance, the Contractor’s compliance with contract standards and penalties will be calculated based on:

- The lower priority response time requirement, if the unit is downgraded before it would have been judged “late” under the higher priority response time requirement, or
- The higher priority response time requirement, if the unit is downgraded after it would have been judged “late” under the higher priority response time requirement.”

D. SECTION 2.7, A. 6. c – Mobile Data Terminal/Computers and Radio Equipment

- Change “VHS” to read “VHF”
- Change “Type II” to read “Type III”

E. SECTION 2.7, B. – Medical Equipment, Medications and Supplies

Replace the following paragraphs:

2. “Contractor will provide backboards, vacuum splints (including halfback) and portable O2 tanks and replacement with full tanks, to all NLCERA Participating Agencies.”
3. **“Equipment Retrieval.** Contractor will replace or retrieve First Responder equipment which accompanies patients. Contractor will decontaminate and deliver the equipment back to the appropriate agency within 24 hours when possible or notify the agency of any delay. When practical, equipment replacement will occur on scene.”
5. “Contractor will advise PFA in writing of changes in medications, supplies or equipment that would affect the interoperability between Participating Agencies before implementation. In the event that such changes would result in an undue hardship for Participating Agencies, the Contractor will delay implementation or provide the required equipment until the Participating Agency is able to obtain the item(s).”
6. “Contractor will provide training for Participating Agencies prior to implementation of equipment changes.”

F. SECTION 2.8, A. – Incident Command

1. Change the first sentence to read, “At emergency response scenes where they are present, the local fire agency having jurisdiction or Larimer County Sherriff Office (“LCSO”) has the responsibility for overall scene safety and management.”
2. Change to read, “Participation in ICS/NIMS. Contractor will be required to fully and actively participate in the Incident Command System (ICS/NIMS).”
4. Change to read, “Contractor will work collaboratively with all area Participating Agencies to enhance services through multi-agency training (MAT), on a bi-yearly basis.”
7. Delete entire paragraph.

G. SECTION 2.10 – Standby, Special Operations and Event Coverage

- A. Change to read, “Contractor will support active search and rescue missions at the request of the LCSO, based on availability.”
- B. Change to read, “When requested, Contractor agrees to provide EMS personnel for designated high risk PFA training and Participating Agency Training.”

H. SECTION 2.12 – Public Relations and Educations

- D. Change the last paragraph to read, “Contractor will partner with other organizations to effectively coordinate health and safety activities, examples may include but not limited to: Healthcare coalition in Larimer County, NCRETAC, Colorado Impact, Larimer Safe Kids Coalition, Larimer County Health Department, Alliance for Community Traffic Safety in Colorado, PFA Public Health Department, PFA Safe Communities Program and local first responders, including local Law and Fire Agencies including the LCSO.”

I. SECTION 3.0 - Personnel and Clinical Standards

- A. Change the first sentence to read, “The PFA, Participating Agencies, or LSCO are responsible for all scene activity and safety at a scene.”
- D. Change “Participating Partners” to read “Participating Agencies”.
- E. Change “Participating Partners” to read “Participating Agencies”.
- F. Change “Participating Partners” to read “Participating Agencies”.

J. SECTION 4.0 DATA PROGRAMS/COLLECTION SYSTEMS

- B. Change the second sentence to read, “Data tracking software, as defined by PFA, will be utilized to facilitate required data analysis. This data will be made available to Participating Agencies upon request.”

K. SECTION 5.0, QUALITY CONTROL AND PERFORMANCE IMPROVEMENT

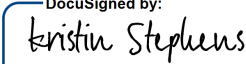
G. Change "Participating Partners" to read "Participating Agencies".

- 2. The attached Exhibit A, Scope of Service replaces the original Exhibit A, Scope of Services and incorporates all the changes mutually agreed upon by Amendments #01 and #02.

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

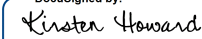
IN WITNESS WHEREOF, the parties have executed this Amendment #02 the day and year shown.

POUDRE FIRE AUTHORITY

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 By: _____
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Date: 7/14/2016

ATTEST:

DocuSigned by:


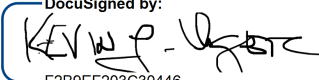
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 Secretary

APPROVED AS TO FORM:

DocuSigned by:


6F52A89A45EB481...
 Assistant City Attorney

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

DocuSigned by:

 By: _____
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 Kevin Unger, President & CEO

Date: 7/14/2016