

Amendment #04 to the Service Agreement
between Poudre Fire Authority
and Poudre Valley Health Care, Inc. d/b/a Poudre Valley Hospital

This Fourth Amendment (“Amendment #04”) 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; and Amendment #03 on July 26, 2017 (together with the Services Agreement, the “Agreement”); and

WHEREAS, the parties wish to make additional changes to the Agreement to incorporate Remediation-Equivalence (R-E) pursuant to the terms of this Amendment #04; 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, 2018 and extending to May 31, 2019.
2. Exhibit A, Scope of Services, Definitions. Section 1.0, Definitions, in Exhibit A, Scope of Services, as attached to the Agreement, is hereby amended by adding the following definition:

“Remediation-Equivalence” (R-E) is the process of allowing an equivalency to be applied by the Contractor in lieu of liquidated damages being assessed, as further described in Section 7.0.

3. Exhibit A, Scope of Services, Liquidated Damages. Section 7.0, Liquidated Damages, in Exhibit A, Scope of Services, as attached to the Agreement, is hereby amended by adding the following Paragraph G:

G. Remediation-Equivalence (R-E):

1. An equivalency shall be applied by the Contractor in lieu of liquidated damages being assessed under any of the following conditions:
 - a. Contractor is not compliant with Section 2.2(B) during the time period of the applicable R-E being requested.
 - b. Contractor is compliant with Section 2.4 during the time period of the applicable R-E being requested.
 - c. NLCERA system improvements (operational or clinical) are identified and implemented within specified time frames by the Contractor in affected zones.
 - d. An R-E plan pertaining to the last full month of NLCERA or WFPD EMS response data must be submitted to PFA EMS Contract Coordinator prior to the second Tuesday of the next month with the following components:

- i. Clearly defined non-compliant NLCERA zone(s);
 - ii. Metrics used to address NLCERA zone deficits and solutions as identified in subparagraph 1.C. above;
 - iii. Plan of system improvements to be implemented - Contractor will follow a performance improvement methodology, such as that provided by the Institute for Healthcare Improvement (IHI) and use their tools as appropriate;
 - iv. Evaluation of effectiveness – Tools and methods to establish successful improvements or desired changes as a result of the implementation; and
 - v. Reassessment plan and reporting parameters.
 2. PFA will use current R-E evaluation tool to score the proposed R-E and to work with Contractor for development of R-E proposal revisions prior to approval.
4. Exhibit A, Scope of Services, Quality Control and Performance Improvement. Section 5.0, Quality Control and Performance Improvement, in Exhibit A, Scope of Services, as attached to the Agreement, is hereby amended by revising Paragraph C as follows (with revised language identified in *italics*):
 - C. Contractor shall establish and carry out its own comprehensive performance improvement (PI) program and should not be limited to clinical functions. The Contractor's PI program shall interface and work collaboratively with the PFA's programs. *Contractor's PI program may include Remediation-Equivalence toward performance improvements by the Contractor.* Contractor shall prepare an annual PI program plan delineating specific initiatives and outcomes. Contractor shall provide monthly updates for all PI initiatives.
4. No Other Amendments. The parties agree that all other terms and conditions of the Agreement shall remain unchanged and in full force unless modified by a subsequent amendment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Amendment #04 as of the last date of signature below.

POUDRE FIRE AUTHORITY

DocuSigned by:
Gerry Horak
By: _____
B7BC3FB065AF47D...
Gerry Horak
PFA Board Chair

DATE: 5/29/2018

ATTEST:

DocuSigned by:
Kirsten Howard

19559D2EBBE5432...
PFA Secretary

APPROVED AS TO FORM:

DocuSigned by:
RM

59650EAB82EA47D...
Assistant City Attorney II

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

DocuSigned by:
Kevin Unger
By: _____
F2B9EF203C30440...
Printed: Kevin Unger

Title: President/CEO
CORPORATE PRESIDENT OR VICE PRESIDENT

Date: 5/29/2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Beecher Carlson Insurance Services, LLC 321 North Clark Street, 5th Floor Chicago, IL 60654	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME:</td> </tr> <tr> <td>PHONE (A/C, No, Ext):</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: COPIC Insurance Company</td> <td style="text-align: right;">NAIC # 11860</td> </tr> <tr> <td colspan="2">INSURER B:</td> </tr> <tr> <td>INSURER C: Steadfast Insurance Company</td> <td style="text-align: right;">26387</td> </tr> <tr> <td colspan="2">INSURER D:</td> </tr> <tr> <td colspan="2">INSURER E:</td> </tr> <tr> <td colspan="2">INSURER F:</td> </tr> </table>	CONTACT NAME:		PHONE (A/C, No, Ext):	FAX (A/C, No):	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE		INSURER A: COPIC Insurance Company	NAIC # 11860	INSURER B:		INSURER C: Steadfast Insurance Company	26387	INSURER D:		INSURER E:		INSURER F:	
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INSURED Poudre Valley Health Care, Inc. d/b/a Poudre Valley Health System and Poudre Valley Hospital 2315 E. Harmony Rd., Suite 200 Fort Collins CO 80528																					

COVERAGES

CERTIFICATE NUMBER: 38015133

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			HCC0013228	10/1/2017	10/1/2018	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 500,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COMP/OP AGG	\$ 1,000,000		\$		
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"></td> <td style="width: 25%;">PER STATUTE</td> <td style="width: 25%;">OTHER</td> <td style="width: 10%;"></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td></td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td></td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td></td><td style="text-align: right;">\$</td></tr> </table>		PER STATUTE	OTHER		E.L. EACH ACCIDENT			\$	E.L. DISEASE - EA EMPLOYEE			\$	E.L. DISEASE - POLICY LIMIT			\$
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A	Health Care Professional Liability			HCC0013228	10/1/2017	10/1/2018	Per Claim: \$1,000,000 Aggregate: \$3,000,000																

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Poudre Fire Authority and the City of Fort Collins, its officers and employees are listed as additional insured with respect to General Liability.
 Please Note: Primary Medical Professional Liability - \$1,000,000/\$3,000,000
 General Liability - \$1,000,000/\$3,000,000
 Umbrella/Excess Liability, including Medical Professional and General Liability \$15,000,000/\$15,000,000
 Cyber Liability - Insured by Beazley - Policy # PH1600049 Effective 10/1/2017 to 10/1/2018 Limits of Liability: \$7,500,000

CERTIFICATE HOLDER

Poudre Fire Authority
 Purchasing Department
 PO BOX 580
 Fort Collins CO 80522

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(PROV) Jerilynn Leahy

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/27/2017

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PRODUCER Beecher Carlson Insurance Services 6 Concourse Parkway, Suite 2300 Atlanta, GA 30328 www.beecherCarlson.com	CONTACT NAME: (ATL) Stephanie Gordon PHONE (A/C, No, Ext): 678-651-2202 FAX (A/C, No): 678-539-4890 E-MAIL ADDRESS: sgordon@beechercarlson.com												
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INSURED Poudre Valley Health Care, Inc. dba Poudre Valley Health System 2315 E. Harmony Rd., Suite 200 Fort Collins CO 80528													

COVERAGES

CERTIFICATE NUMBER: 38038386

REVISION NUMBER:

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C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			TC2K-UB-1761B963-17-Ded TRJ-UB-9F337692-17-Retro	10/1/2017	10/1/2018	<table style="width: 100%;"> <tr> <td style="width: 15%;"></td> <td style="width: 15%;">PER STATUTE</td> <td style="width: 15%;">OHT-ER</td> <td style="width: 55%;"></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td></td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td></td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td></td> <td style="text-align: right;">\$ 1,000,000</td> </tr> </table>		PER STATUTE	OHT-ER		E.L. EACH ACCIDENT			\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE			\$ 1,000,000	E.L. DISEASE - POLICY LIMIT			\$ 1,000,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Poudre Fire Authority and the City of Fort Collins, its officers and employees are listed as additional insured with respect to Automobile Liability only.

CERTIFICATE HOLDER

CANCELLATION

Poudre Fire Authority PO Box 580 Fort Collins CO 80522	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right;"> Sharon D. Brainard </div>
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EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)
10/3/2017

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER NAME, CONTACT PERSON AND ADDRESS Beecher Carlson Insurance Services 6 Concourse Parkway, Suite 2300 Atlanta, GA 30328 (ATL) Stephanie Gordon www.beechercarlson.com		PHONE (A/C. No. Ext): 678-651-2202	COMPANY NAME AND ADDRESS XL Insurance	NAIC NO:
FAX (A/C. No.): 678-539-4890	E-MAIL ADDRESS: sgordon@beechercarlson.com		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
CODE:	SUB CODE:	POLICY TYPE All Risk Property		
AGENCY CUSTOMER ID #:		LOAN NUMBER	POLICY NUMBER US00035664PR17A	
NAMED INSURED AND ADDRESS Poudre Valley Health Care, Inc. dba Poudre Valley Health System and Poudre Valley Hospital 2315 E. Harmony Rd., Suite 200 Fort Collins CO 80528		EFFECTIVE DATE 10/1/2017	EXPIRATION DATE 10/1/2018	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
ADDITIONAL NAMED INSURED(S)		THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) BUILDING OR BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION		PERILS INSURED	BASIC	BROAD	SPECIAL	DED:
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE:		\$ 1,000,000,000				DED: 25,000
<input checked="" type="checkbox"/> BUSINESS INCOME	<input type="checkbox"/> RENTAL VALUE	YES NO N/A	✓			If YES, LIMIT: Actual Loss Sustained; # of months: 12
BLANKET COVERAGE		YES NO N/A	✓			If YES, indicate value(s) reported on property identified above: \$ 1,000,000,000
TERRORISM COVERAGE		YES NO N/A	✓			Attach Disclosure Notice / DEC
IS THERE A TERRORISM-SPECIFIC EXCLUSION?		YES NO N/A	✓			
IS DOMESTIC TERRORISM EXCLUDED?		YES NO N/A		✓		
LIMITED FUNGUS COVERAGE		YES NO N/A	✓			If YES, LIMIT: 250,000 DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)		YES NO N/A		✓		
REPLACEMENT COST		YES NO N/A	✓			
AGREED VALUE		YES NO N/A	✓			
COINSURANCE		YES NO N/A		✓		If YES, %
EQUIPMENT BREAKDOWN (If Applicable)		YES NO N/A	✓			If YES, LIMIT: Included DED: 25,000
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg		YES NO N/A	✓			If YES, LIMIT: Included DED: 25,000
- Demolition Costs		YES NO N/A	✓			If YES, LIMIT: Included DED: 25,000
- Incr. Cost of Construction		YES NO N/A	✓			If YES, LIMIT: Included DED: 25,000
EARTH MOVEMENT (If Applicable)		YES NO N/A	✓			If YES, LIMIT: \$50,000,000 DED: 100,000
FLOOD (If Applicable)		YES NO N/A	✓			If YES, LIMIT: \$50,000,000 DED: 100,000
WIND / HAIL INCL <input type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:		YES NO N/A				If YES, LIMIT: DED:
NAMED STORM INCL <input type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:		YES NO N/A				If YES, LIMIT: DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS		YES NO N/A	✓			

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST		LENDER'S LOSS PAYABLE <input type="checkbox"/> LOSS PAYEE		LENDER SERVICING AGENT NAME AND ADDRESS
CONTRACT OF SALE	MORTGAGEE	Poudre Fire Authority Purchasing Department PO Box 580 Fort Collins CO 80522		AUTHORIZED REPRESENTATIVE Sharon D. Brainard

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