

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT (this “Amendatory Agreement”) is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation organized pursuant to the Constitution of the State of Colorado (the “City”), **WEST METRO FIRE PROTECTION DISTRICT**, a fire protection district and political subdivision of the State of Colorado (“West Metro”), with offices located at 433 South Allison Parkway, Lakewood, CO 80226 (together, the “Parties”).

WITNESSETH:

WHEREAS, the Parties entered into that certain Agreement dated May 7, 2014 (the “Agreement”) pursuant to which West Metro provides the City with certain emergency medical services; and

WHEREAS, the Parties wish to amend certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in the Agreement and herein contained the Parties agree as follows:

1. The caption and heading of the Agreement entitled “**II. PATIENT CARE.**” is hereby amended to read as follows: “**IV. PATIENT CARE.**”

2. The caption and heading of the Agreement entitled “**III. PAYMENT.**” is hereby amended to read as follows: “**V. PAYMENT.**”

3. The caption and heading of the Agreement entitled “**IV. TERM AND TERMINATION.**” is hereby amended to read as follows: “**VI. TERM AND TERMINATION.**”

4. The caption and heading of the Agreement entitled “**V. DATA AND RECORDS.**” is hereby amended to read as follows: “**VII. DATA AND RECORDS.**”

5. The caption and heading of the Agreement entitled “**VI. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, (HIPAA).**” is hereby amended to read as follows: “**VIII. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, (HIPAA).**”

6. The caption and heading of the Agreement entitled “**VII. MEDICAID CLAUSE.**” is hereby amended to read as follows: “**IX. MEDICAID CLAUSE.**”

7. The caption and heading of the Agreement entitled “**VIII. STATUS OF THE PARTIES.**” is hereby amended to read as follows: “**X. STATUS OF THE PARTIES.**”

8. The caption and heading of the Agreement entitled “**IX. DEFENSE & INDEMNIFICATION.**” is hereby amended to read as follows: “**XI. DEFENSE & INDEMNIFICATION.**”

9. The caption and heading of the Agreement entitled “**X. INSURANCE.**” is hereby amended to read as follows: “**XII. INSURANCE.**”

10. The caption and heading of the Agreement entitled “**XI. NOTICES.**” is hereby amended to read as follows: “**XIII. NOTICES.**”

11. The caption and heading of the Agreement entitled “**XII. CONFLICT OF INTEREST.**” is hereby amended to read as follows: “**XIV. CONFLICT OF INTEREST.**”

12. The caption and heading of the Agreement entitled “**XIII. NO THIRD PARTY BENEFICIARY.**” is hereby amended to read as follows: “**XV. NO THIRD PARTY BENEFICIARY.**”

13. The caption and heading of the Agreement entitled “**XIV. VENUE, GOVERNING LAW.**” is hereby amended to read as follows: “**XVI. VENUE, GOVERNING LAW.**”

14. The caption and heading of the Agreement entitled “**XV. NO DISCRIMINATION IN EMPLOYMENT.**” is hereby amended to read as follows: “**XVII. NO DISCRIMINATION IN EMPLOYMENT.**”

15. The caption and heading of the Agreement entitled “**XVI. ASSIGNMENT; SUBCONTRACTING.**” is hereby amended to read as follows: “**XVIII. ASSIGNMENT; SUBCONTRACTING.**”

16. The caption and heading of the Agreement entitled “**XVII. NO WAIVER OF RIGHTS.**” is hereby amended to read as follows: “**XIX. NO WAIVER OF RIGHTS.**”

17. The caption and heading of the Agreement entitled “**XVIII. PARAGRAPH HEADINGS.**” is hereby amended to read as follows: “**XX. PARAGRAPH HEADINGS.**”

18. The caption and heading of the Agreement entitled “**XIX. AGREEMENT AS COMPLETE INTEGRATION AND AMENDMENT.**” is hereby amended to read as follows: “**XXI. AGREEMENT AS COMPLETE INTEGRATION AND AMENDMENT.**”

19. The caption and heading of the Agreement entitled “**XX. NO AUTHORITY TO BIND CITY TO CONTRACTS.**” is hereby amended to read as follows: “**XXII. NO AUTHORITY TO BIND CITY TO CONTRACTS.**”

20. The caption and heading of the Agreement entitled “**XXI. LEGAL AUTHORITY.**” is hereby amended to read as follows: “**XXIII. LEGAL AUTHORITY.**”

21. The caption and heading of the Agreement entitled “**XXII. NO CONSTRUCTION AGAINST DRAFTING PARTY.**” is hereby amended to read as follows: “**XXIV. NO CONSTRUCTION AGAINST DRAFTING PARTY.**”

22. The caption and heading of the Agreement entitled “**XXIII. COUNTERPARTS OF THIS AGREEMENT.**” is hereby amended to read as follows: “**XXV. COUNTERPARTS OF THIS AGREEMENT.**”

23. The caption and heading of the Agreement entitled “**XXIV EXECUTION OF AGREEMENT.**” is hereby amended to read as follows: “**XXVI. EXECUTION OF AGREEMENT.**”

24. The caption and heading of the Agreement entitled “**XXV. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS.**” is hereby amended to read as follows: “**XXVII. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS.**”

25. The first sentence of subsection D.(1) of the amended caption and heading entitled “**V. PAYMENT.**” of the Agreement is hereby amended to read as follows:

“(1) Notwithstanding any other provision of this Agreement, the City’s maximum payment obligation will not exceed Eight Hundred Seventy Six Thousand Two Hundred Fifty and No/100 Dollars (\$876,250.00) (the “**Maximum Contract Amount**”).”

26. Except as herein amended, the Agreement is affirmed and ratified.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: THTRS-201415551-01

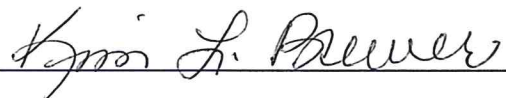
Contractor Name: WEST METRO FIRE PROTECTION DISTRICT

By:  _____

Name: DOJ LOMBARDI
(please print)

Title: FIRE CHIEF
(please print)

ATTEST: [if required]

By:  _____

Name: Kim Brewer
(please print)

Title: Executive Assistant
(please print)

