

**FIRST AMENDMENT TO FISCAL YEAR 2015 AMENDMENT TO THE
AMENDED AND RESTATED OPERATING AGREEMENT**

Between

CITY AND COUNTY OF DENVER,
a municipal corporation and home rule city of the State of Colorado

and

DENVER HEALTH AND HOSPITAL AUTHORITY,
a body corporate and political subdivision of the State of Colorado

**FIRST AMENDMENT TO FISCAL YEAR 2015 AMENDMENT TO THE
AMENDED AND RESTATED OPERATING AGREEMENT**

THIS FIRST AMENDMENT TO FISCAL YEAR 2015 AMENDMENT TO THE AMENDED AND RESTATED OPERATING AGREEMENT (“First Amendment”) is made between the City and County of Denver, a municipal corporation and home rule city organized and existing under the constitution and the laws of the State of Colorado (the “City”), and the Denver Health and Hospital Authority, a body corporate and political subdivision of the State of Colorado (the “Authority”).

RECITALS

WHEREAS, the parties entered into an Operating Agreement (the “Original Operating Agreement”), and an Amendatory Operating Agreement, both of which are dated as of January 1, 1997, a Second Amendment to the Operating Agreement dated November 10, 1997, a Third Amendment to Operating Agreement dated January 20, 1998, a Fourth Amendment to the Operating Agreement dated February 9, 1998, and a Fifth Amendment to the Operating Agreement dated May 28, 1998, which Agreements are on file with the Clerk of the City.

WHEREAS, the parties also entered into an Agreement dated December 31, 1996 stating the terms under which the Authority would provide acute and chronic inmate patient care onsite at the Denver County Jail and the Pre-Arrestment Detention Facility and would provide forensic medicine services, which agreement is on file with the City Clerk, and which the Third Amendment to Operating Agreement incorporated into the Operating Agreement; and

WHEREAS, these agreements were all incorporated into the Amended and Restated Operating Agreement dated December 1, 1998 which Agreement is on file with the Clerk of the City which was amended by the Fiscal Year 2000 Amendments to the Amended and Restated Operating Agreement dated December 20, 1999; by the Fiscal Year 2000 Second Amendment to the Amended and Restated Operating Agreement dated August 21, 2000; Fiscal Year 2001 Amendment to the Amended and Restated Operating Agreement dated February 8, 2001; Fiscal Year 2002 Amendment to the Amended and Restated Operating Agreement dated December 17, 2001 and Fiscal Year 2003 Amendment to the Amended and Restated Operating Agreement dated December 31, 2002; Fiscal Year 2004 Amendment to the Amended and Restated Operating Agreement dated January 7, 2004; Fiscal Year 2005 Amendment to the Amended and Restated Operating Agreement dated December 14, 2004; Fiscal Year 2006 Amendment to the

Amended and Restated Operating Agreement dated December 9, 2005; Fiscal Year 2007 Amendment to the Amended and Restated Operating Agreement dated December 19, 2006, Fiscal Year 2008 Amendment to the Amended and Restated Operating Agreement dated December 4, 2007, and Fiscal Year 2009 Amendment to the Amended and Restated Operating Agreement dated December 23, 2008; First Amendment to Fiscal Year 2009 Amendment to the Amended and Restated Operating Agreement dated June 23, 2009; Fiscal Year 2010 Amendment to the Amended and Restated Operating Agreement dated December 29, 2009, FY 2011 Amendment to the Amended and Restated Operating Agreement dated November 2, 2010, FY 2012 Amendment to the Amended and Restated Operating Agreement dated December 6, 2011, FY 2013 Amendment to the Amended and Restated Operating Agreement dated November 19, 2012; FY2014 Amendment to the Amended and Restated Operating Agreement dated December 2, 2013; and FY2015 Amendment to the Amended and Restated Operating Agreement dated November 10, 2014; and

WHEREAS, the City has entered into an intergovernmental agreement with the City of Englewood, Colorado, for the provision by the Denver Fire Department of fire protection services within the boundaries of the City of Englewood and also for the provision of emergency medical services in Englewood by an entity qualified to provide such services; and

WHEREAS, the City and Authority have reached an understanding that the Authority will be the qualified entity which will provide said emergency medical services within the boundaries of the City Englewood in accordance with this First Amendment;

NOW, THEREFORE, the parties agree as follows:

1. The Fiscal Year 2015 Amendment to the Amended and Restated Operating Agreement is amended by amending the provisions of Appendix A-2 as shown in the attached appendix.
2. This Agreement shall not take effect until its final approval by City Council, and until properly and fully executed by all appropriate City officials, including the Mayor, the Clerk and Recorder and the Auditor.
3. As amended by this First Amendment, the Amended and Restated Operating Agreement is hereby ratified and reaffirmed in all particulars.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Fiscal Year 2015 Amendment to the Amended and Restated Operating Agreement.

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 _____

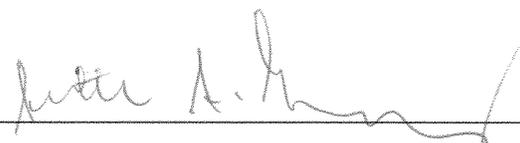
By _____

By _____



Contract Control Number: ENVHL-CE60436-25

Contractor Name: DENVER HEALTH AND HOSPITAL AUTHORITY

By: 

Name: Arthur A. Gonzalez, Dr. P.H., FACHE
Chief Executive Officer
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: 

Name: Scott Hoyer
(please print)

Title: General Counsel
(please print)



AMENDMENT TO APPENDIX A-2 EMERGENCY MEDICAL SERVICES

ATTACHED TO THE FIRST AMENDMENT TO FISCAL YEAR 2015

AMENDMENT TO THE AMENDED AND RESTATED OPERATING AGREEMENT

DENVER HEALTH EMS (PARAMEDIC) SERVICES FOR ENGLEWOOD

The following provisions shall be added to and made part of the existing Appendix A-2 Emergency Medical Services:

3.1 Agreement to Provide Emergency Medical Services to Englewood; Scope of Emergency Medical Services.

a. The City and County of Denver has entered into an Intergovernmental Agreement (“IGA”) with the City of Englewood, Colorado (“Englewood”) to provide fire department and fire-related services to Englewood, including emergency medical services. The Authority agrees to provide the Emergency Medical Services in Englewood to support the City’s IGA with Englewood. The Authority shall provide Emergency Medical Services in Englewood in accordance with the terms and conditions of the IGA. The City will provide a copy of the fully executed IGA to the Authority and will consult with the Authority in the event that any changes to the Emergency Medical Services provision of the IGA are proposed.

b. The Authority will provide Emergency Medical Services, as described in Section 1.1 a. of Appendix A-2 of the Amended and Restated Operating Agreement, which include a pre-hospital system for responding to 911 originating calls in Englewood, oversight of and accountability for Emergency Medical Services provided in Englewood, and various miscellaneous emergency services for Englewood such as training and events where onsite emergency medical services are necessary or appropriate, including special events at Englewood facilities and locations. During the initial year of the IGA, DHHA shall use good faith efforts to meet the performance measures as set forth in paragraph Section 1.4 of Appendix A-2 of the Operating Agreement. In the event DHHA fails to meet the performance measures of Section 1.4 of Appendix A-2, DHHA and the City, in consultation with Englewood, agree to meet to review the performance of EMS services and to establish revised, mutually-agreed-upon performance measures or to take other mutually-agreed-upon steps to ensure adequate performance. DHHA and the City agree to meet and to cooperate in good faith with Englewood, as described in Section 3.4 below, in an effort to ensure compliance with the requirements of the IGA with respect to EMS performance. The City agrees that DHHA will be given a good faith opportunity to address any performance concerns before the City will take any affirmative steps to terminate this Amendment.

c. The Authority shall provide ambulance transport and EMS services within the jurisdictional boundaries of Englewood. The EMS and transportation services provided by the Authority shall be equivalent to those services provided in Denver. The

primary destination for transports in Englewood shall be Swedish Medical Center (“Swedish”) located at 501 East Hampden Avenue in Englewood. Transports shall be made to Swedish unless Swedish is on divert, or there is a mass casualty event or other extraordinary event which makes transport to Swedish impractical or infeasible, or a patient being transported requests that he or she be taken to a different hospital.

d. The Authority shall dedicate two (2) ambulances to Englewood. Each ambulance shall be staffed by two (2) Authority paramedics. The Authority shall provide the ambulances and crews on a twenty (24) hour-a-day, seven (7) day-a-week basis throughout the year. One ambulance shall be stationed at the Englewood firehouse currently located at 555 West Jefferson Avenue and the other ambulance shall be stationed at the firehouse located at 4830 South Acoma Street (jointly, the “Fire Stations”).

e. The two ambulances and the paramedics assigned to the Fire Stations shall be dedicated to providing Emergency Medical Services solely within Englewood and shall not be subject to the “dynamic dispersal” model typically used by the Authority with respect to the Authority’s ambulance service within Denver. If at any time the two ambulances and the paramedics assigned to the Fire Stations are engaged in providing Emergency Medical Services within Englewood or are otherwise unavailable and another call for Emergency Medical Services in Englewood is received, the Authority agrees to dispatch an ambulance with paramedics from Denver to provide said Emergency Medical Services in Englewood.

3.2 Transfer of Certain Assets. The City shall transfer ownership, title and possession to the Authority of two (2) ambulance vehicles previously owned by Englewood and acquired by the City through the IGA. Said ambulance vehicles shall be transferred to the Authority free of any encumbrances. Upon transfer, the Authority shall be responsible for obtaining and maintaining all required insurance for said ambulances. In addition to the ambulance vehicles, the City agrees to transfer ownership and possession of the ambulance equipment associated with said ambulances to the Authority, including but not limited to, two (2) cardiac monitors and other equipment contained within each ambulance.

3.3 Fire Station Operations. The Authority paramedics and any other Authority personnel situated in the Fire Stations shall abide by and comply with all applicable Denver Fire rules, standards, standard operating guidelines and directives for station operations as they may be adopted, amended or replaced from time to time, when the paramedics and any other Authority personnel are situated in and around the Fire Stations. The Authority paramedics and other personnel working at the Fire Stations shall be provided with access to and within the Fire Stations, including but not limited to, access to and use of bunks, restroom, water, electricity, computer and internet access, equipment storage, personal storage areas, and common areas within the Fire Stations to the same degree as Denver Fire Department personnel and subject to the same requirements and protocols applicable to Denver Fire Department personnel. Any disputes between the Authority and Denver Fire related to the above-referenced rules,

standards, guidelines or directives, shall be submitted through each organization's applicable chain of command.

3.4 Reports and Communications. The Authority agrees to coordinate with and support the City in providing such information and data as needed for reports to be provided to Englewood and engaging in such communications and meetings with the Englewood City Manager, as both are specified in the IGA. At the request of the Fire Chief for the Denver Fire Department, the Authority will send representatives with authority to discuss and resolve any issues or concerns that arise with respect to the performance of the terms and conditions stated herein.

3.5 Term. Emergency Medical Services provided by the Authority in Englewood, as stated herein, are a Non-core service under Section 3.2 of the Amended and Restated Operating Agreement. Subject to the terms hereof, if the Authority provides satisfactory Emergency Medical Services in Englewood, the term herein shall be coterminous with the IGA.

3.6 Termination. The City shall have the right to terminate the Emergency Medical Services of the Authority in Englewood in the event of a material breach by the Authority, which breach the Authority fails to cure within sixty (60) days of being notified by the City in writing of such breach, unless the Authority and the City agree in writing to a longer cure period. This right of termination would likewise pertain to any material breach by the Authority that would result in the City materially breaching or failing to comply with a material requirement of the IGA. In addition, the City shall have the right of immediate termination if the IGA is terminated.

3.7 Payments. The City agrees to pay the Authority, and the Authority agrees to accept as payment, the amount of \$83,333.33 a month for the Emergency Medical Services in Englewood. In addition, to cover the Authority's start-up overtime costs, the City agrees to pay the Authority \$31,867 for June of 2015 and \$16,186 for July of 2015. These monthly payments shall be increased by 2% on January 1, 2016, and the adjusted monthly payments shall be increased by 3% on January 1 of each year thereafter that the Authority provides the Emergency Medical Services in Englewood. The City and the Authority acknowledge and agree that the payments specified herein shall be the complete and satisfactory consideration for the provision of the Emergency Medical Services by the Authority in Englewood, as stated herein. The City's obligation to make payments pursuant to these terms shall be contingent upon such funds being appropriated and paid into the City Treasury and encumbered for the purposes stated herein on an annual basis by the City.

**Denver Health and Hospital Authority: Englewood EMS Services
Year 2015 Budget Request**

Cost Center	Personnel	TOTAL	REVENUE	PAYMENT
Englewood EMS Services	1,600,000	1,600,000	600,000	1,000,000
TOTAL Englewood EMS Services	1,600,000	1,600,000	600,000	1,000,000