

## REVIVAL AND THIRD AMENDATORY AGREEMENT

**THIS REVIVAL AND THIRD AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **STADIUM MEDICAL, INC.**, a Colorado corporation, whose address is 695 Canosa Court, Denver, CO 80204 (the “Contractor”), jointly “the Parties” and individually a “Party.”

**WHEREAS**, the City and the Contractor entered into an Agreement dated May 13, 2020, a Revival and Amendatory Agreement dated September 1, 2020, and a Revival and Second Amendatory Agreement dated February 4, 2021 to provide necessary medical services and advanced life support ground ambulance resources to people experiencing homelessness in response to the COVID-19 public health crisis (the “Agreement”); and

**WHEREAS**, the Agreement expired by its terms on June 30, 2021, and rather than enter into a new agreement, the Parties wish to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend the Agreement as set forth below.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Effective July 1, 2021, all references to Exhibits A, A-1, and A-2 in the existing Agreement shall be amended to read Exhibits A, A-1, A-2, and A-3, as applicable. Exhibit A-3 is attached and will control from and after July 1, 2021.

2. Section 3 of the Agreement, titled “**TERM**,” is amended by deleting and replacing it with the following:

“3. **TERM**: The Agreement will commence on April 11, 2020, and will expire, unless sooner terminated, on December 3, 2021 (the “Term”).”

3. Section 4.4.1 of the Agreement, under the title “**Maximum Contract Amount**,” is amended by deleting and replacing it with the following:

“4.4.1. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed One Million Eight Hundred Two Thousand Six Hundred Ten Dollars (\$1,802,610.00) (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibits A, A-1, A-2, and A-3**, as applicable. Any services performed beyond those in **Exhibits A, A-1, A-2, and A-3**,

as applicable, are performed at the Contractor's risk and without authorization under the Agreement.”

4. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

5. This Revival and Third Amendatory Agreement is not effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

**Exhibit List**

**Exhibit A-3**

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**Contract Control Number:** HOST-202159315-03 / HOST-202054458-03  
**Contractor Name:** Stadium Medical, Inc.

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:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

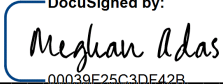
\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

HOST-202159315-03 / HOST-202054458-03  
Stadium Medical, Inc.

By:  \_\_\_\_\_  
00039E25C3DE42B...

Name: Meghan Adas  
(please print)

Title: Chief operating officer  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



Stadium Medical, Inc.  
SCOPE OF WORK  
HOST-202159315-03

**I. Purpose of Agreement**

The purpose of this Agreement is to engage Stadium Medical, Inc., for 24/7 medical services to the National Western Complex (“NWC”), the Denver Coliseum and any additional approved sites by the City (collectively, the “Auxiliary Shelter Sites”) to serve people experiencing homelessness in response to the COVID-19 public health crisis. The Contractor will provide advanced life support and basic life support ground ambulance resources at Auxiliary Shelter Sites through December 3, 2021 unless otherwise extended.

**II. Services, Roles and Responsibilities**

- A.** The Contractor will deploy an advanced life support ground ambulance team 24 hours a day, seven (7) days a week throughout the duration of the timeline that Auxiliary Shelter Sites are operational. The Contractor will deploy an additional basic life support ground ambulance during peak hours daily from approximately 2:00 p.m. to 11:00 p.m., but not to exceed 9.5 hours per day throughout the duration of the timeline that Auxiliary Shelter Sites are operational. Hours of services for the advanced life support and the basic life support may be adjusted by the City based on assessed needs.
- B.** The Contractor will coordinate with the Colorado Coalition for the Homeless operating the satellite Stout Street Medical Clinic to serve guests at auxiliary shelter. The focus of the Stout Street Medical Clinic will be basic community health clinic services at their satellite facilities at the auxiliary shelter.
- C.** The Contractor will provide all paramedic services for medical issues at the Auxiliary Shelter Sites, including communication with Denver Health or other paramedic/emergency transport services in the event that the volume of medical needs exceeds the advanced life support ground ambulance team’s capacity for transport in the event of an emergency.
- D.** The Contractor will monitor and track monthly the number of service calls made during peak hours and from the Denver Coliseum.
- E.** If the City determines that the full range of services outlined in the Agreement are no longer necessary, the City may, in whole or in part reduce, suspend or terminate all services upon written notice.

**III. Budget**

Invoice(s) shall be completed and submitted on or before the 15<sup>th</sup> of each month following the month services were rendered. Contractor shall use Department of Housing Stability’s “HOST” preferred invoice template, if requested. Invoicing supporting documents must meet HOST requirements.

Invoices shall be submitted to HOST at [hostap@denvergov.org](mailto:hostap@denvergov.org) or by US Mail to:



Stadium Medical, Inc.  
SCOPE OF WORK  
HOST-202159315-03

Attn: Department of Housing Stability  
Financial Services Team 201 W.  
Colfax Ave. Denver CO 80202

**IV. Rates**

<b>Contractor Name:</b>	<b>Stadium Medical, Inc.</b>				
<b>Contract Number:</b>	<b>HOST-2021TBD</b>				
<b>Contract Term:</b>	<b>April 11, 2020 – December 3, 2021</b>				
<b>Service</b>	<b>Price Per Hour</b>	<b>Teams</b>	<b>Hours</b>	<b>Days</b>	<b>Total</b>
<b>April 2020 Services</b>					
12-hour Advanced Life Support Coverage on 4/11	\$110.00	1	12	1	\$1,320.00
24-hour Advanced Life Support Coverage on 4/12-4/30/2020	\$110.00	1	24	19	\$50,160.00
8-hour Basic Life Support Coverage on 4/18-4/30/2020	\$90.00	1	8	13	\$9,360.00
<b>May 2020 Services</b>					
24-hour Advanced Life Support Coverage from 5/1-5/31/2020	\$110.00	1	24	31	\$81,840.00
8-hour Basic Life Support Coverage on 5/1-5/31/2020	\$90.00	1	8	31	\$22,320.00
<b>June 2020 Services</b>					
24-hour Advanced Life Support Coverage from 6/1-7/15/2020	\$110.00	1	24	45	\$118,800.00
Up to 9.5 hours Basic Life Support Coverage on 6/1-7/15/2020	\$90.00	1	9.5	45	\$38,475.00
<b>July 16<sup>th</sup> 2020 through December 31<sup>st</sup> 2020 Services -Locations may be changed from NWC and Denver Coliseum</b>					



Stadium Medical, Inc.  
SCOPE OF WORK  
HOST-202159315-03

24- hour Advanced Life Support Coverage from 7/16-12/31/2020	\$110.00	1	24	169	\$446,160.00
Up to 9/5 hours Basic Life Support Coverage on 7/16-12/31/2020	\$90.00	1	9.5	169	\$144,495.00
<b>January 1, 2021 through June 30, 2021 Services</b>					
24-hour Advanced Life Support and Basic Life Support Coverage from 1/1/2021- 06/30/2021	\$110.00	1	24	181	\$477,840.00
<b>July 1, 2021 through December 3, 2021 Services</b>					
24-hour Advanced Life Support and or Basic Life Support Coverage from 7/1/2021- 12/3/2021	\$110.00 (AL) or \$90.00 (BL)	1	24	156	\$411,840.00
<b>Total</b>					<b>\$1,802,610.00</b>

A. Only approved charges for actual costs may be applied to this agreement. Locations for services must be approved by HOST. If alternative locations are not approved by HOST, services will need to be ended immediately.