

**FIRST AMENDMENT TO FISCAL YEAR 2016 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 2016 AMENDMENT TO THE
AMENDED AND RESTATED OPERATING AGREEMENT**

THIS FIRST AMENDMENT TO FISCAL YEAR 2016 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 the 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 the 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 has been amended in every fiscal year to provide for changes in funding and programs; and

WHEREAS, the Amended and Restated Operating Agreement was most recently amended by the Fiscal Year 2016 Amendment to the Amended and Restated Operating Agreement dated November 5, 2015.

NOW THEREFORE, the parties agree as follows:

1. The Fiscal Year 2016 Amendment to the Amended and Restated Operating Agreement is amended as follows.

2. Appendix A-2, Section 1.2h and 1.2i is amended to correct the section designation and estimated payment for emergency medical training services, personnel and supplies and to read:

“i. The City and the Authority agree the estimated payment described in 1.2(c) above for Fiscal Year 2016 shall be \$465,853 for training services, personnel and supplies provided to the Fire Department EMT-B responders, payable quarterly, and \$25,352 for recruit training, payable at a rate of \$390.00 per student for EMT certification services. The total estimated payment for Fiscal Year 2016 shall be \$491,205. The calculation is shown below.

j. The City's obligation to make payments pursuant to the terms of this Agreement shall be contingent upon such funds being appropriated and paid into the City Treasury and encumbered for the purposes of this Agreement on an annual basis by the City.”

3. Appendix A-4, Section 1.1a.(i) is amended to correct the vehicle description and to read:

“(i) The City will provide funds to replace the current ESP van, and will donate and transfer title to an appropriate surplus City vehicle acceptable to the Authority for patient transportation and related small loads to the Denver C.A.R.E.S. facility.”

4. Appendix B-4 is amended by adding the following 2016 OUCH Line Fee Schedule to the end of the section entitled “Center for Occupational Safety and Health (COSH) and Worker’s Compensation Triage Line (OUCH Line)”:

2016 OUCH Line Fee Schedule

RN Triage	MD Triage	Non-Triage	Follow Up	Language Line (per minute)	WAV Files	BBP/Unknown Exposure	Drug Exposure Protocols	Monthly Fee (includes monthly report)
\$33.00	\$20.00	\$16.00	\$12.00	\$3.35	\$15.00	\$50.00	\$20.00	\$150.00

5. 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 the First Amendment to the Fiscal Year 2016 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-CE60436-27

Contractor Name: Denver Health and Hospital Authority

By: Arthur A. Gonzalez

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

Title: _____
(please print)

ATTEST: [if required]

By: Scott A. Hoyer

Name: Scott A. Hoyer
(please print)

Title: General Counsel
(please print)

