

**Amendment No. 1 to the Agreement Between
The City and County of Denver and OptumHealth Care Solutions, LLC**

This Amendment No. 1 (“Amendment”) effective as of the date of execution (the **“Amendment Effective Date”**) is entered into by and between OptumHealth Care Solutions, LLC, including its affiliates, with its principal place of business at 1 Optum Circle, Eden Prairie, MN 55344 (**“Optum”**); and The City and County of Denver, including its Participating Facilities, with its principal place of business at 201 W Colfax Ave Dept 601, Denver, CO 80202 (**“City”**).

Whereas, Optum and City are parties to the Fitness Passport Service Agreement dated July 1, 2019 (the **“Agreement”**), City contract control number 201951116, for the provision of certain services by Optum to City; and

Whereas, OptumHealth Care Solutions, LLC assigns the Agreement to its affiliate, One Pass Solutions, Inc. effective as of the Amendment Effective Date, and One Pass Solutions, Inc. agrees to be bound by and perform in accordance with this Agreement; and

Whereas, the parties desire to amend certain terms and conditions of the Agreement in accordance with this Amendment and agree to new terms and conditions as set forth herein.

Now, therefore, the parties mutually agree as follows:

1. Capitalized terms used herein which are not otherwise defined in this Amendment or any attachments hereto shall have the meaning assigned to them in the Agreement.
2. All of the recitals above are hereby confirmed and incorporated herein as part of the Agreement.
3. Article 1 Definitions - **Eligible Member** shall be deleted in its entirety and replaced with the following:

“Eligible Member: A benefit holder enrolled in a qualifying health plan or individual covered by a qualifying employer that may or may not be a member of a Participating City Facility and is not enrolled in the Fitness Passport Program.”

4. Article 1 Definitions - **Member** shall be deleted in its entirety and replaced with the following:

“Member: A benefit holder enrolled in a qualifying health plan or individual covered by a qualifying employer that is enrolled in the Fitness Passport Program and is a member of a Participating City Facility.”
5. Article 2 Section 2.1 of the Agreement shall be deleted in its entirety and replaced with the following:

“2.1 Term. The initial term of this Agreement shall begin on the Effective Date and shall continue through December 31, 2027 (**“Initial Term”**). Thereafter, this Agreement shall automatically renew on the same terms and conditions on January 1st of each calendar year after the Initial Term for successive twelve (12) month terms (each a **“Renewal Term”**), unless otherwise agreed to in writing prior to September 1st of each calendar year or otherwise terminated in accordance with Section 2.2 of this Agreement. The Initial Term and each subsequent Renewal Term may be referred to collectively or separately as **“Term”**.

6. Article 2 Section 2.2 of the Agreement shall be deleted in its entirety and replaced with the following:

“2.2 Termination. This Agreement may be terminated by any of the following:

- a) If either party provides written notice of non-renewal for the next Renewal Term prior to September 1st of the current Term. Following proper notice of non-renewal the current Term will effectively terminate as of midnight local time of City on December 31; or

- b) By either Party upon mutual written agreement; or
- c) If either Party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after written notice is given by the non-breaching Party, the Agreement shall terminate at the end of the thirty (30) day period.
- d) This Agreement shall terminate immediately and automatically upon delivery to the other Party of written notice of termination on the occurrence of one of the following:
 - I. Bankruptcy, insolvency or the dissolution of either Party;
 - II. Unauthorized assignment of this Agreement; or
 - III. The loss of any license, qualification, authorization, accreditation or certification required for a Party to perform its duties under this Agreement that was not the result of such Party's willful or negligent act or omission.

Each Party agrees to notify the other Party in writing not later than five (5) business days after the occurrence of any of the events referred to immediately above.”

- 7. In accordance with Section 8.9 (Assignment) of the Agreement, this Agreement is hereby assigned in its entirety by OptumHealth Care Solutions, LLC to its affiliate, One Pass Solutions, Inc.
- 8. **Section II of Appendix A Fees and Descriptions of Services** is deleted and replaced in its entirety with the following:

“II. City Reimbursement Fees: In connection with participating in the Fitness Passport Program, Optum will reimburse City a pre-determined amount each calendar month for each participating Member, following City’s validation and representation that the Member has met the program criteria as defined by Optum below. The City Facility Reimbursement payment is based on a Member’s cumulative number of monthly visits to any Participating City Facility. For the avoidance of doubt, only one City Facility Reimbursement payment shall be made for each participating Member per month, regardless of the number of Participating City Facilities that the participating Member visited.

Medicare/Medicaid Member Participation Requirement	City Facility Reimbursement amount paid by Optum
Medicare/Medicaid Member visits any Participating City Facility during calendar month	\$4.96 per visit to Participating City Facility with a maximum monthly payment of \$9.92 (2 visits)
Commercial Member Participation Requirement	
Commercial Member visits any Participating City Facility during calendar month	\$4.35 per visit to Participating City Facility with a maximum monthly payment of \$30.45 (7 visits)

Unless City has notified Optum in writing no later than August 1st of the current Term the City Reimbursement Fee will not be negotiable and will continue for the next Renewal Term.

1. **Most Favored Reimbursement.** City represents that the City Facility Reimbursement as outlined in this Agreement is equal to or lower than the reimbursement per-visit rates and maximum monthly fees being offered by City to any other customer for the same or similar services. If during the term of this Agreement City enters into an agreement or arrangements with any other customer contracting with City

for the benefit of its members which includes lower reimbursement per-visit rates or maximum monthly fees for the same or similar services as stated in this Agreement, City shall promptly identify such lower per-visit rates and/or maximum monthly fees to Optum, and the Parties shall execute an amendment to this Agreement to incorporate the change in City Facility Reimbursement effective as of the date that the City made such lower rates available to such customer.”

- 9. This Amendment and the Agreement constitute the entire agreement and understanding of the parties hereto and supersede all prior agreements, consents, and understandings relating to the subject matter hereof, whether oral or in writing. The parties agree that there are no other oral or written agreements between the parties that have not been incorporated into this Amendment and the Agreement.
- 10. Each of the persons signing this Amendment represents that he/she is a duly authorized officer, director, or agent of the party on whose behalf the person is signing, and further represents that the person signing has the power and authority to bind the party, and that the party has the legal power to enter into this Amendment.
- 11. To the extent applicable to services hereunder, Optum shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Optum expressly acknowledges that Optum is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by Optum, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.
- 12. It is understood and agreed that any payment obligation of the City hereunder, if any, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. Optum acknowledges that (i) the City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

OptumHealth Care Solutions, LLC

Signature:

Print Name:

Title:

Date:

Agreement Number: 00565937.1

The City and County of Denver

Signature:

Print Name:

Title:

Date:

One Pass Solutions, Inc.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Contract Control Number: PARKS-201951116-01
Contractor Name: OPTUMHEALTH CARE SOLUTIONS, LLC
ONE PASS SOLUTIONS, 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:

PARKS-201951116-01
OPTUMHEALTH CARE SOLUTIONS, LLC
ONE PASS SOLUTIONS, INC.

OPTUMHEALTH CARE SOLUTIONS, LLC

Signed by:
By: Patrick Hanson
ED0A2AE59C09469...

Name: Patrick Hanson
(please print)

Title: VP, Finance
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number: PARKS-201951116-01
Contractor Name: OPTUMHEALTH CARE SOLUTIONS, LLC
ONE PASS SOLUTIONS, INC.

ONE PASS SOLUTIONS, INC.

By: ^{Signed by:} Patrick Hanson
ED0A2AE59C09469...

Name: Patrick Hanson
(please print)

Title: VP, Finance
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)