

**FIRST AMENDMENT TO FISCAL YEAR 2024 AMENDMENT TO THE  
SECOND 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

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**FIRST AMENDMENT TO FISCAL YEAR 2024 AMENDMENT TO THE SECOND AMENDED AND RESTATED OPERATING AGREEMENT**

**THIS FIRST AMENDMENT TO FISCAL YEAR 2024 AMENDMENT TO THE SECOND AMENDED AND RESTATED OPERATING AGREEMENT** (“First Amendment to Fiscal Year 2024 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-Arraignment 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 amended by the Fiscal Year 2018 Second Amended and Restated Operating Agreement dated November 3, 2017; and

**WHEREAS** the parties now wish to amend the Fiscal Year 2024 Amendment to the Second Amended and Restated Operating Agreement dated November 30, 2023 by making amendments to Sections 1.1(c) and 1.2(b) of Appendix A.4.

**NOW THEREFORE**, the parties agree as follows:

1. The Fiscal Year 2024 Amendment to the Second Amended and Restated Operating Agreement is amended as follows.

A. Sections 1.1(c) and 1.2(b) Sections 1.1(c) and 1.2(b) of Appendix A.4 are amended as shown in the amended Sections 1.1(c) and 1.2(b) of Appendix A.4 attached hereto and incorporated herein by this reference.

As amended by this First Amendment to Fiscal Year 2024 Amendment, the Fiscal Year 2024 Amendment to the Second Amended and Restated Operating Agreement is hereby ratified and reaffirmed in all particulars.

**IN WITNESS WHEREOF**, the parties have executed the First Amendment to Fiscal Year 2024 Amendment to the Second Amended and Restated Operating Agreement.

## APPENDIX A

This appendix sets forth Core Services that the Authority provides to the City.

### **A.4 Denver Community Addictions Rehabilitation and Evaluation Services (CARES)**

#### **1.1 Scope of Services at the Denver CARES Facility**

a. The City's Department of Public Health and Environment ("DDPHE"). The Authority will provide management, clinical and related services for short-term residential and nonresidential detoxification facilities for alcohol misuse, including transportation and treatment services, to be provided at the Denver CARES facility. Denver CARES is a non-hospital detoxification facility within the Department of Behavioral Health Services of Denver Health, which currently has 100 beds and is budgeted in 2024 to be staffed at an average daily census of 110. Approximately 770 person's experiencing substance misuse per week are evaluated at Denver CARES. Both the City and the Authority will comply with all applicable state and federal privacy and confidentiality laws related to this section, and will comply with all provisions of 42 C.F.R., Part 2 ("Part 2") relating to substance misuse treatment and records. To the extent that Denver CARES discloses information governed and protected by Part 2, the City will not make any further disclosure of the information provided unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by Part 2. Part 2 restricts any use of the information to criminally investigate or prosecute any alcohol or drug misuse patient. Denver CARES staff will seek to obtain a release of information consent form from clients, which includes the City, for the purposes of research, public health, evaluation, audit, and /or health oversight activities related to substance use disorder treatment.

a. The scope of services to be provided by the Authority includes provision of evaluation, detoxification, transportation, and treatment services to any person experiencing substance misuse identified within the boundaries of the City, whether or not that person is a citizen of the City.

b. The City will provide \$71,776.13 in 2024 from unspent 2023 general fund dollars, and those dollars shall be used by the Authority towards the purchase of a Denver CARES van.

1.1 Payment Mechanism. Subject to Section 4.1 of the Second Amended and Restated Operating Agreement, the City will purchase from the Authority the services described in 1.1(a) and provide the dollars described in 1.1(b) for the purposes of extending public service to the citizens of the City.

a. Each invoice shall include the following information and supporting documentation: invoice number and date, due date, contract activity (i.e., average daily census and utilization metrics), activity description, Operating Agreement reference (section and paragraph), purchase order number, and a list of what the charges represent. All supporting financial and performance documentation should be attached. DDPHE will provide guidance on required documentation for invoices. The Authority agrees to retain all receipts for non-personnel expenditures, and provide them to the City if requested. The Authority will provide supporting documentation for all non-personnel expenditures over \$1,000, and supporting documentation for

all travel, training, dues and memberships, and professional services expenditures.

b. This payment is characterized as actual cost. The City and the Authority agree that the annual maximum payment for Fiscal Year 2024 shall be \$3,162,399.13 and the calculation is shown below. The 2024 budget includes an increase in base budget to maintain current services.

Denver Health and Hospital  
 Authority: Denver C.A.R.E.S.  
 Year 2024 Budget Final

| Cost Center             | Personnel        | Supplies & Services | Capital  | TOTAL            | REVENUE          | PAYMENT          |
|-------------------------|------------------|---------------------|----------|------------------|------------------|------------------|
| C.A.R.E.S. Detox        | 4,220,627        | 719,290             |          | 4,939,917        | 3,767,384        | 3,162,399        |
| C.A.R.E.S Providers     | 1,918,090        |                     |          | 1,918,090        |                  |                  |
| <b>TOTAL C.A.R.E.S.</b> | <b>6,138,717</b> | <b>719,290</b>      | <b>-</b> | <b>6,858,007</b> | <b>3,767,384</b> | <b>3,162,399</b> |

| Revenue Breakdown    | Total            |
|----------------------|------------------|
| Signal Grant         | 2,017,384        |
| Patient Revenue      | 1,750,000        |
| <b>Total Revenue</b> | <b>3,767,384</b> |

1.2 Specific Time Frame for Performance. Services provided at the Denver CARES facility are a Core Service as defined in the Operating Agreement. Performance time frames will be in the City’s fiscal year.

1.3 Performance Criteria.

a. One hundred percent of the women of child-bearing age utilizing the services of Denver CARES will be offered a pregnancy test and, if the test is positive, will be provided referral and follow-up.

b. The Authority will provide an annual report by May 1 of the year following the year being reported on, which includes performance statistics for the year just ended and the two previous fiscal years, for the following items:

Detoxification: Average Daily Census

- Number of clients admitted more than one time for the program year
- Number of admissions of clients experiencing homelessness
- Number of clients who did not pay any charges due for services rendered.
- Number of referrals not admitted.
- Number of clients admitted for the first time
- Number of clients referred with a DUI
- Number of client to staff and client to client assaults

The Authority will provide a quarterly report to the City in an agreed format, which indicates the amount of year-to-date expenses and revenues for Denver CARES by the 15<sup>th</sup> day of the month following the end of the quarter after the end of the reporting period.

The report will also include the following metrics:

- Number of clients admitted more than once for the program year.
- Number of total clients seen in the program year.
- Number of unanticipated or negative events (seizures, assaults, and serious injuries).
- Standard demographics on clients seen in program year (age, gender, race/ethnicity, housing status, and Medicaid status).

**Contract Control Number:** ENVHL-202476387--36/ ALF-CE60436-36  
**Contractor Name:** DENVER HEALTH AND HOSPITAL AUTHORITY

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:**

ENVHL-202476387--36/ ALF-CE60436-36  
DENVER HEALTH AND HOSPITAL AUTHORITY

By:  Signed by:  
Donna Lynne  
EEF72387E88047B...

Name: Donna Lynne  
(please print)

Title: CEO  
(please print)

ATTEST: [if required]

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

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

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