

SIXTH AMENDATORY AGREEMENT

THIS SIXTH AMENDATORY AGREEMENT is made between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (the "City"), and the MENTAL HEALTH CENTER OF DENVER, a not-for-profit corporation whose address is 4141 E. Dickenson Place, Denver, Colorado 80222 (the "Contractor") collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the City and the Contractor previously entered into an Agreement dated June 19, 2007 and Amendatory Agreements dated November 20, 2007, December 9, 2008, February 23, 2010, July 6, 2010 and December 21, 2010 (the "Agreement") for the Contractor to provide assistance in administering the Assertive Community Treatment Program ("ACT"); and

WHEREAS, the Parties desire to amend the Agreement to update the Scope of Work, extend the term, and to increase the maximum contract amount; and

NOW, THEREFORE, for valuable consideration the receipt of which is hereby acknowledged and in consideration of the premises, the mutual agreements herein contained, and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the Parties hereto as follows:

- 1. That Article 1 of the Agreement titled "WORK TO BE PERFORMED" is amended by including Exhibit A-4, attached hereto and incorporated herein by this reference.
- 2. That Article 4 of the Agreement titled "TERM" is amended to read as follows:
 - "4. TERM: The term of the Agreement shall commence on June 19, 2007 and terminate on December 31, 2012."
- 3. That Article 6 (A) of the Agreement titled "PAYMENT" is amended to read as follows:

"6. PAYMENT:

A. The Contractor agrees to accept, and the City agrees to pay, as full and complete compensation for completion of all the items of work contained in this Agreement and Exhibit A-4, a sum not to exceed SIX HUNDRED FORTY ONE THOUSAND EIGHT HUNDRED THIRTY NINE DOLLARS (\$641,839.00), subject to receipt and acceptance by the City of complete and satisfactory invoices from the Contractor demonstrating adequate performance of the Contractor's duties during each such month, including but not limited to achieving specified meeting and partnering requirements. It is understood and



agreed that the Contractor shall not act as a fiscal agent for the City and shall not disburse funds directly to recipients of services under this Agreement. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by the Consultant under the terms of this Agreement for any amount in excess of the sum stated in this Article 6. The Consultant acknowledges that the City is not obligated to execute this Agreement or an amendment to this Agreement for any further phase or element of work other than the work described in the Agreement, and that any work performed by Consultant beyond that specifically described is performed at Consultant's risk and without authorization under this Agreement."

4. **COUNTERPARTS OF THE AGREEMENT:** The Agreement may be executed in counterparts, each of which is an original and constitute the same instrument.

5. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

6. Except as herein amended, the Agreement is affirmed and ratified.

(SIGNATURE PAGE FOLLOWS)



Contract Control Number: SAFTY-CE71064-05

Contractor Name: MENTAL HEALTH CENTER OF DENVER MHCD

By: Carl Clark MD

Name: Carl Clark, MD
(please print)

Title: Chief Executive Officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Contract Control Number: SAFTY-CE71064-05

Contractor Name: MENTAL HEALTH CENTER OF DENVER MHCD

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:

DOUGLAS J. FRIEDNASH, Attorney
for the City and County of Denver

By _____

By _____

By _____



EXHIBIT A-4

Scope of Work: Mental Health Center of Denver (MHCD) Behavioral Health: Mental Health and Co-occurring Treatment Services 2012

Contract #
CE71064 (6)

Revenue Source:
Crime Prevention and Control Commission
Special Revenue Fund
12821 / 3501100

Initiative:
Funds will be used to provide behavioral health treatment services including various levels of mental health and substance abuse treatment. Services may include, but not limited to modified Assertive Community Treatment (ACT), and IDDT services for defendants according to treatment need and participating in the Denver County Court, Court 2 Community Program or programs established through the court and approved referred thru Denver County Court and CPCC approved programs focusing on defendants who are frequently arrested and have serious behavioral health issues.

Location:
MHCD – 4141 E Dickenson Place, Denver, Co 80222

Vender # :
6951

Contact:
Jay Flynn

Budgeted Amount:
Jan 1 – December 31, 2012 = \$90,000

Activity:
Funds provide for behavioral health treatment costs for clients according to assessed level of need ranging from ASAM Level I to IV and levels of mental health intervention including modified ACT services. All clients are referred by Denver County Court, Court to Community program or other programs established by CPCC and Denver County Court. According to assessed treatment need level, tailored services may include:

- Mental Health clinical assessment and Addiction Severity Index assessment,
- Based on assessed client need, services may include a full range – frequency, intensity and duration of services including case management, co-occurring



treatment, benefit acquisition, psychiatric care, medication, medication management, housing, etc.

- Individualized and peer counseling and support
- Trauma informed care, safety planning, benefits for services, clothing and other emergency needs
- Progressive treatment for individual stabilization and recovery; use of medication as necessary
- Relapse planning and prevention with supported abstinence from substances
- Independent living skills and referral to agencies
- Facilitate supportive relationships and problem solving
- Coordinated supervision with court, probation and other providers
- Provide culturally competent and relevant treatment services; coordinate with agencies who can provide appropriate cultural supports.
- Access to crisis intervention

Contractor responsibilities:

- Ensure funds are only used to treat persons referred from Denver County Court for behavioral health treatment as directed by the Crime Prevention and Control Commission.
- Ensure appropriate documentation, tracking, and billing of programs expenses.
- Lead staff/supervisor(s) agree to participate in the coordination of services with designated Denver County Court personnel.
- Agency ensures supervision of staff and fidelity to treatment practices.
- Provide program evaluation on client and program outcomes
- Provide timely updates on client participation and progress including monthly updates to the Court Coordinator
- Ensure appropriate documentation of services provided and case history according to Division of Behavioral Health license standards.
- Collect and report client pre-enrollment data: Number of hospital stays, detox, emergency room visits 1 yr prior to enrollment in the program.

Billing:

Staff will keep and submit accurate time cards reflecting the time spent on CPCC funded clients. Payment will be based on monthly invoice and appropriate documentation. Costs shall not exceed \$9000 per client per year. Vendor agrees to provide appropriate treatment for up to 25, but no less than 15 clients; approximately 80% will be new clients in 2012.

Limitations/ Notes:

Results of program evaluation help determine availability of future funding past December 2012.

