

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (hereinafter, the "**City**"), and **MILE HIGH COUNCIL ON ALCOHOLISM AND DRUG ABUSE**, a Colorado nonprofit corporation with a principal place of business address of 4242 Delaware St., Denver, CO 80216 (hereinafter, the "**Contractor**"). The City and Contractor are collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Parties entered into that certain agreement dated **August 4, 2020**, and a Revival and Amendatory Agreement dated **September 16, 2021** regarding, among others, the screening, assessment, and treatment of offenders with substance use disorders (the "Agreement");

WHEREAS, rather than enter into a new contract, the Parties desire to revise and amend the term of the Agreement, as well as add and/or revise certain other provisions in the Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. Article 3 of the Agreement entitled "**TERM**" is hereby amended in its entirety by deleting it and replacing it with the following:

"3. TERM: The Agreement will commence on **July 1, 2020**, and will expire, unless sooner terminated, on **June 30, 2023** (the "Term"). Subject to the Director's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Director."

2. Article 4.1 of the Agreement sub-headed "**Fee**" under the main heading of Article 4 entitled "**COMPENSATION AND PAYMENT**" is hereby amended by deleting the language under the aforesaid sub-heading and replacing it with the following:

"4. COMPENSATION AND PAYMENT:

4.1. Fee: The City shall pay, and the Contractor shall accept, as the sole compensation for services rendered and costs incurred under the Agreement the amount of **EIGHT HUNDRED SIX THOUSAND, SEVEN HUNDRED SEVENTEEN DOLLARS AND EIGHTY-FIVE CENTS (\$806,717.85)** for fees. Amounts billed may not exceed rates set forth in **Exhibit A-2.**"

3. Article 4.5.1. of the Agreement under the sub-heading titled "**Maximum Contract Amount**" is hereby amended by deleting it and replacing it with the following:

"4.5. Maximum Contract Amount

4.5.1. Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **EIGHT HUNDRED SIX THOUSAND SEVEN HUNDRED SEVENTEEN DOLLARS AND EIGHTY-FIVE CENTS (\$806,717.85)** (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 **Exhibit A-2**. Any services performed beyond those in **Exhibit A-2** or performed outside the Term are performed at the Contractor's risk and without authorization under the Agreement."

4. Article 20 of the Agreement entitled "**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT**" is hereby amended in its entirety by deleting and replacing it with the following:

"20. NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT

20.1. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

20.2. The Contractor certifies that:

20.2.1. At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

20.2.2. It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

20.2.3. It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

20.2.4. It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

20.2.5. If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

20.2.6. It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

20.3. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.”

5. Article 23 of the Agreement entitled “**NO DISCRIMINATION IN EMPLOYMENT**” is hereby amended in its entirety by deleting it and replacing it with the following:

“23. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of

compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.”

6. Effective upon execution, all references to Exhibit A-1 in the Agreement shall be amended henceforth to read as **Exhibit A-2** as applicable.

7. **Exhibit A-2** is attached and incorporated herein by reference.

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

9. This Second 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 City Council.

[SIGNATURE PAGES FOLLOW]

Contract Control Number:
Contractor Name:

SHERF-202263682-02/SHERF-202054980-02
MILE HIGH COUNCIL ON ALCOHOLISM AND DRUG ABUSE

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:

SHERF-202263682-02/SHERF-202054980-02
MILE HIGH COUNCIL ON ALCOHOLISM AND DRUG ABUSE

By:  _____
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Name: Robert Dorshimer
(please print)

Title: CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A-2 - Scope of Work –
Jail Based Behavioral Health Services

Mile High Behavioral Healthcare (MHBHC)
P.O. Box 919
Aurora, CO 80040

Project Period: July 1, 2022 – June 30, 2023

SUBSTANCE USE DISORDER (SUD) TREATMENT SERVICES

Article 1

Purpose and Target Population

Purpose. The Parties understand and agree that the goal of the Jail Based Behavioral Health Services (JBBS) Program is to support county Sheriff's in providing screening, assessment and treatment for offenders with substance use disorders (SUD) and co-occurring substance use and mental health disorders, as well as transition case management services. Through funds authorized by the Colorado General Assembly (SB 12-163), the Office of Behavioral Health (OBH) intends to continue funding the Jail Based Behavioral Health Services Programs as set forth in this Contract.

Target Population. Adults 18 years of age and older that are residing in the Denver Sheriff Department with substance use disorder or co-occurring substance use and mental health disorders. In this regard, the sub-contractor, in accordance with the terms and conditions of this contract, shall develop, maintain, and provide behavioral health services in the county jails for individuals highlighted in section 1.2. The sub-contractor, in providing required services hereunder, shall utilize and maintain a partnership with local community provider(s) that are licensed (LAC, LPC, LCSW, CAC III) or, on a case by case basis, working towards licensure with provided learning plan, and are in good standing with the Department of Regulatory Agencies (DORA), have the ability to provide services within the jail, and have the capacity to provide free or low cost services in the community to inmates upon release.

Staff Agency Qualifications:

All education/treatment providers will meet Colorado Division of Behavioral Health licensure requirements. MHBHC must be licensed by and in good standing with the Colorado Division of Behavioral Health. If MHBHC's status changes at any time, or if one of its staff members is arrested for any reason, MHBHC must immediately notify the Denver Sheriff Department.

The MHBHC staff must be adequately trained to deliver EOP/IOP and DUI level II education and treatment services. Staff members must be certified addiction counselors and/or meet the requirements for mental health licensure according to Colorado Division of Behavioral Health and DORA; they must be in good standing with their licensure/certification. Staff should be trained in mental health issue identification and treatment to be qualified to provide co-occurring substance abuse and mental health services.

The housing and employment specialist must have qualifications including a Bachelor's degree or higher with preference given to degrees in social work, counseling or a similar field.

All services and materials shall be made available to English and Spanish speaking participants. Staff will be trained in the delivery of culturally competent services.

All staff will be trained in Motivational Interviewing (MI) and current evidence-based treatment services. At the provider's expense, MHBHC staff will receive ongoing MI coaching and supervision through MI supervision practices and will provide documentation to DSD. Staff delivering cognitive-based treatment services shall be trained to deliver the curriculum with fidelity.

The provision of jail-based services must be in accordance with the DSD access requirements including:

- Criminal background checks
- Clearance to deliver services in the Jail
- Completion of a civilian safety course

MHBHC employees must comply with Prison Rape Elimination Act (PREA) National Standards, to include annual PREA training requirements. As well as efforts to prevent, detect, and respond to allegations and suspicions of sexual abuse and sexual harassment for the purpose of ensuring a zero-tolerance policy at DSD for sexual abuse and sexual harassment at DSD facilities.

MHBHC employees must comply with American Correctional Association (ACA) standards relating to the RISE program.

Services Description

Denver Sheriff Department JBBS SUD program is known as RISE (Recovery in a Secure Environment) and provides treatment therapy for male and female inmates with substance abuse and/or co-occurring disorders who are in custody with the Denver Sheriff Department. In addition, the participants can be either sentenced or unsentenced with a goal of a minimum time to be served of thirty (30) days in the RISE Program. RISE is targeted to serve between 200 and 400 participants annually with continued service in the community.

Article 2

Activities and Services

Licensed Substance Use Disorder Treatment Requirements.

- a. Eligibility. Per program authorizing legislation, individuals must have a substance use disorder and/or a co-occurring mental health disorder to be eligible to receive services under the JBBS program.
- b. Treatment providers must hold a Substance Use Disorder Provider license and be in good standing with the Colorado Department of Regulatory Agencies (DORA).
- c. DSD shall implement policies and procedures on how subcontracted treatment provider(s) will manage and maintain clinical records for the individuals served at the outpatient community location. The providers must follow the same protocols and policies for record management for services offered in the jail.
- d. Sub-contractor shall provide appropriate screening(s), assessment(a), brief intervention and linkage to care in the community, based on an individualized treatment and/or transition plan.

- i. Contractor shall utilize evidence-based screening processes and tools, subject to approval by OBH, to screen for mental health disorders, substance use disorders, trauma, and traumatic brain injuries.
- e. Each participant's treatment / transition plan should incorporate:
 - i. Summary of the continuum of services offered to individuals based on evidence based curricula.
 - ii. Frequency and duration of services offered.
 - iii. If individual's treatment will be provided by more than one treatment provider, describe how services are distributed between providers.
 - iv. Incorporation of criminogenic risk factors in service and transitional case planning as determined from the Level of Supervision Inventory (LSI).
 - v. The individual's natural communities and pro-social support.
 - vi. A plan to transition individuals from jail based services to appropriate behavioral health and other needed community services upon release from incarceration.
 - vii. Contractor shall provide treatment to individuals in need of services in accordance with the treatment and transition plan described above.

MHBHC while working with the RISE Program will provide the necessary therapeutic milieu management in cooperation with the parameters set by the Denver Sheriff Department (DSD) and its requirements for maintaining the safety and security of the secured facility (e.g. County Jail). The therapeutic milieu management will not supersede any interventions that are necessary and set forth by DSD uniformed and/or civilian staff. Therapeutic milieu management, including all methods/techniques exercised by MHBHC, staff will work in cooperation with the protocols, methodologies, and required actions that may have to be taken by staff of the Denver Sheriff Department.

MHBHC services that accommodate the RISE participants include group and psychoeducation will be offered 60-120 minutes weekly. Screening and assessment are ongoing and occur daily, lasting between 60 minutes and 120 minutes. Individual counseling occurs as agreed upon by the client and behavioral health specialist with sessions lasting 15 to 60 minutes. Crisis intervention also occurs as needed. Finally, transition planning and vocational services planning occur daily for 30-60 minutes. For clients requiring DUI-specific treatment, 120 minutes are offered on a weekly basis. Milieu management is ongoing and occurs daily.

The following services will be included as needed based on individual assessments of participants and as approved by DSD RISE Program Coordinator.

- Assessments
 - Substance Use Disorder Screening
 - Mental Health Disorder Screening
 - Traumatic Brain Injury Screening
 - Risk Assessment
- DUI Level II Education groups
- DUI Level II Therapy groups
- Co-Occurring (Substance use and Mental Health groups)
 - Moral Reconciliation Therapy or similar cognitive behavioral intervention group
 - Outpatient Substance Abuse Therapy
 - Relapse Prevention

- Individual Therapy sessions as needed per assessment
- Case Management Services for transition planning
- 1-2 hours of community building on the unit each week through graduation and community meeting
- Milieu management
- Written transition plans
- Entering required information into state databases for mental health and substance use services, JBBS tracking software, as well as DSD RISE tracking.
- AHEAD groups for TBI education
- Housing and Employment assistance

The housing and employment specialist will be a full-time position to provide client-specific services to locate and prepare for employment and housing support. They will be responsible for these four focus areas: improved life skills, helping clients develop job skills and find jobs, identify and develop relationships with employers willing to hire people exiting the criminal justice system and helping find temporary or permanent housing. Skills such as interviewing, resume building, job searching and life skills will be emphasized.

Case Management and other services will be determined based on need per participant and determined by DSD RISE Program Coordinator in conjunction with MHBHC.

MHBHC staff and supervisor will participate in bi-weekly collaboration meetings with the DSD RISE Program Coordinator to staff cases and address workflow and processes. In addition, MHBHC staff and supervisor will participate in monthly meetings with all RISE staff to address workflow and processes. MHBHC leadership will participate in monthly management meetings with the RISE Program Coordinator, Program Administrator, and Director of Inmate Programs.

Work collaboratively with the DSD to ensure all workflow and processes are in place and agreed upon.

Article 3 Standards & Requirements

Level of program care. Services offered by the Contractor hereunder shall meet ASAM Level 1 or 2.1 level of care.

Services

MHBHC will provide 2.0 employees (80 hours) weekly at Denver Sheriff Department for the development and programming of the RISE unit for men. Each staff will be committed to the program 40 hours/week, and will be located at the jail at least 32 hours per week.

MHBHC will provide 1.0 employees (40 hours) weekly at Denver Sheriff Department sites for the development and programming of the RISE unit for women. The staff will be committed to the program 40 hours/week, and will be located at the jail at least 32 hours per week.

MHBHC will provide 1.0 employees (40 hours) weekly at Denver Sheriff Department sites for work as a housing and employment specialist. The staff will be committed to the program 40 hours/week, and will be located at the jail at least 32 hours per week.

MHBHC employees shall be subject to the same policies and procedures, rules and regulations of the DSD to the extent that such policies, procedures, rules and regulations do not conflict with those of MHBHC.

MHBHC may be provided the opportunity for a work from home schedule, as approved by the RISE Program Coordinator, to exceed no more than 8 hours per week. Staff working remotely must be available by phone and by email. All computer work should be conducted on a DSD or MHBHC provided computer, as opposed to a personal computer. MHBHC will be responsible for monitoring staff work at home time to ensure all hours billed to the contract are worked on this program, and will be responsible for providing DSD with a copy of their MHBHC internal remote work policy.

Employees will follow the same holiday schedule and leave policies as other MHBHC employees.

MHBHC will provide continuing coverage during MHBHC employee's extended absences due to illness, vacations, emergencies, and other reasons if exceeding 10 days annually. MHBHC will not be required to provide continuing coverage for staff off site training, supervision meetings, and all required staff meetings.

For employees completing program management and supervision, their time spent on RISE shall be proportionate to the administrative fees in the contract.

MHBHC shall report any program/treatment non-compliance by the next business day.

MHBHC staff will work to coordinate transition services such as appropriate housing, employment, transportation, further treatment services and other needed services.

Prior to the client leaving the Jail, MHBHC will work with clients to determine income and ability to pay for services including all education, therapy, cognitive skill, and monitoring. Eligible clients will be offered a sliding fee scale charge according to their ability to pay. The fees will include the following MHBHC treatment services. This is not an inclusive list:

- Substance abuse
- Evaluation to assess readiness for treatment and mental health screen with a referral for further evaluation
- Treatment level that matches assessed needs including Intensive Outpatient, Outpatient Substance Abuse Treatment, DUI Level II treatment and education with related treatment
- Cognitive behavioral treatment

MHBHC services will take place in the Jail, Monday through Friday and will continue to the community.

MHBHC will assist DSD, and additional RISE partners, in marketing needs of the program to facilitate education of RISE programming to internal and external stakeholders. Marketing materials will be reviewed and revised at least annually.

Article 4 Data Reporting

Subcontractor is required to report information in the OBH Jail Based Behavioral Health Services (JBBS) Civicore database or another database as prescribed by OBH. Data in Civicore, DSD spreadsheet, and state databases for mental health and substance use services must reflect current individual enrollment and services provided by the 15th day of each calendar month to allow OBH staff to utilize current data.

The following data elements will be captured in the Civicore JBBS database or other database as prescribed by OBH:

- a. Basic demographic information
- b. Numbers of individuals served
- c. Number of individuals who screened “Positive” for a mental health disorder or substance use disorder; number of other screenings completed
- d. LSI score for each individual admitted into JBBS program
- f. Number of individuals who successfully transition to community-based services upon release
- g. Program discharge outcomes and treatment status in community after discharge
- h. Prevalence data gathered from administering mental health, substance use disorder, risk assessment, trauma and traumatic brain injury screens.

The following data elements will be captured in the DSD RISE tracking spreadsheet or other database as prescribed by DSD:

- a. Basic demographic information
- b. LSI Overall Score
- c. LSI Rater Box Score
- d. OSU TBI assessment
- e. Substance Use Diagnosis
- f. Survey Question Responses (shared responsibility)
- g. Probation Officer Name (shared responsibility)
- h. Any additional information deemed necessary by Program Coordinator

Article 5 Paid Performance Measures

Transition Tracking Outcomes. The goal of the JBBS program is to identify treatment service needs and assisting with engagement in community-based treatment services upon release. Sub-contractor shall make reasonable efforts to contact all JBBS individuals who are **successfully** discharged from the program and released to the community at 1, 2, 6 and 12 months post release. Reasonable efforts include a minimum of two attempts to reach each individual by in-person, phone, or other electronic communication. Each attempt shall be documented in Civicore. The individual’s treatment status shall be recorded in the Civicore JBBS database or another data system as prescribed by OBH. The following are the treatment status options:

- a. Deceased – In the event of individual death post-release
- b. In Treatment – Individual is engaged in community-based treatment services as recommended on the transition plan
- c. New Crime/Regressed - Individual returned to jail for violations or committed a new crime
- d. Not Applicable - Individual sentenced to Department of Corrections or individual not tracked due to prior tracking status of Deceased, New Crime/Regressed, or Treatment Completed.

- e. Not in Treatment – Individual is tracked via the community based treatment provider or the individual reports to not be in treatment services as recommended on the transition plan
- f. Status Unknown – Individual cannot be located
- g. Treatment Completed – Individual completed treatment as recommended at time of release from jail
- h. **Recidivism.** JBBS aims to decrease the rate of reincarceration of former JBBS participants for crimes related to substance use and drug possession. OBH may conduct an annual analysis of recidivism. The following will apply to this analysis:
 - i. JBBS participants who have received SUD-related treatment services or groups will be included in the recidivism analysis

Performance Measure Target Tracking

- a. **Performance Measure Target.** Programs will be compliant with the contract requirements if a total of 55% or more of individuals who were released from the program with a “Successful Discharge” are considered “In Treatment” or “Treatment Completed” at the one month transition tracking interval.
- b. **Recidivism Target.** Programs will ensure the data in the JBBS CiviCore Database pertaining to the most recent complete fiscal year (July 1 – June 30) is verified and correct by 15th of July following the fiscal year so that the recidivism analysis may be completed by OBH.
 - i. DSD may withhold payment of subcontractor’s invoices if entries into the JBBS CiviCore Database are not complete by the deadline stated above.
- c. **Plan of Action.** Programs who do not meet the performance benchmark for transition tracking or recidivism analysis shall be asked to submit a plan of action to improve program performance for the next fiscal year. Failure to comply with this performance measure could result in reduction of subsequent years’ program budgets.

Performance Measures and Reports as required by OBH

Collect, maintain, and submit data to be reported on a regular basis. All reports are due on the last day of the month following the time period required for the report.

Article 6 Deliverables

Deliverables for All JBBS Programs

- a. **Quarterly Meeting Attendance.** OBH facilitates JBBS Program Meetings every quarter. The sub-contractor shall ensure that a representative participates in the meetings. The representative(s) who attends the meetings shall be responsible for relaying the information discussed during the meetings to the rest of the sub-contractor’s program organizational structure.
- b. **Critical Incidents.** The sub-contractor shall share the following information by email with the RISE Program Coordinator if a critical incident occurs during a session or in the presence of clinical staff funded by the JBBS funds by close of business of the date the incident occurs:
 - i. Date and time of incident;
 - ii. Location of the incident;
 - iii. The nature of the incident;
 - iv. How the incident was resolved;

v. Name[s] of staff present; and

vi. Whether the incident resulted in any physical harm to the participant or any staff

A Critical incident is defined as any significant event or condition that is of public concern and/or has jeopardized the health, safety and/or welfare of individuals or staff. To include but not limited to: self-harm, including suicide attempt, completed suicide, assault on staff, assault on inmate

Invoicing

Invoice	Description	Frequency
Monthly Invoice	<p>- Monthly invoices with required backup documentation for payment. When applicable, this includes time sheets that allocate an individual's time if s/he works less than 100% of their time on this program.</p> <p>- MHBHC is responsible for tracking their monthly invoices and ensuring alignment with the annual budget amount. The payout amount will not exceed the budget total.</p>	Due 15 days after the end of each month.

Budget

Pricing Section

	Salary	Fringe	Total Program Budget
		(federally negotiated rate of 11.3%)	
Vendor Personnel			
Behavioral Health Specialist (CAS or LAC) 1.0 FTE	\$59,000	\$6,667	\$65,667.00
Behavioral Health Specialist (CAS or LAC) 1.0 FTE	\$59,000	\$6,667	\$65,667.00
Behavioral Health Specialist (CAS or LAC) 1.0 FTE	\$59,000	\$6,667	\$65,667.00
Housing and Employment Specialist (BA in Social Science or equivalent experience)	\$59,000	\$6,667	\$65,667.00
Recovery Support Services			\$7,000.00
Staff Training			\$1,000.00
(federally negotiated indirect rate of 10.3%)			\$27,878.80
Total			\$298,546.80