

REVIVAL AND AMENDATORY AGREEMENT

THIS AGREEMENT is made _____, 2011, between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **MENTAL HEALTH CENTER OF DENVER**, a nonprofit corporation, with an address of 4141 East Dickinson Place, Denver, CO 80222 (the "Contractor").

RECITALS

- A. The City and the Contractor entered into an Agreement dated March 9, 2010, to provide housing and treatment services for chronically homeless persons (the "Agreement").
- B. The Agreement expired by its terms on December 31, 2010, and the Contractor has continued to provide services.
- C. The City and the Contractor wish to revive the Agreement, extend its term for an additional year, and increase the total compensation to be paid for such extended term.

10-152-A

NOW, THEREFORE, the parties amend the Agreement as follows:

- 1. Paragraph 3 of the Agreement, entitled "**TERM**", is amended to read as follows:
"3. **TERM**: The term of this Agreement shall commence on **January 1, 2010, and expire, unless sooner terminated, on December 31, 2011.** Subject to the Manager'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 Manager."

- 2. Subparagraph a of Paragraph 3, entitled "**COMPENSATION AND PAYMENT**", is amended by deleting the portion that reads:

"...Nine Hundred Thirty Six Thousand, Three Hundred Eighty Five Dollars and Twenty Eight Cents (\$936,385.28) ..."

and by now providing:

"...One Million, Six Hundred Seventy Four Thousand, One Hundred Twenty Eight Dollars and Twenty Eight Cents (\$1,674,128.28)..."

- 3. Paragraph 21 is deleted and replaced with the following language:

21. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

a. 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").

b. The Contractor certifies that:

- (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. The Contractor also agrees and represents that:

- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (2) It shall 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 an illegal alien to perform work under the Agreement.
- (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
- (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor 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.
- (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then 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 illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the sub or subcontractor has not knowingly employed or contracted with an illegal alien.
- (6) It will comply with any 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.

d. 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.

4. A new paragraph number 37 entitled **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS** is added to read as follows:

“37. 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.”

5. All references to “...Exhibit A...” in the existing Agreement shall be amended to read: “...Exhibit A and A-1, as applicable...”. The scope of work and budget marked as Exhibit A-1 attached to this Amendatory Agreement is incorporated here by reference.

6. Except as amended herein, the Agreement is revived, reaffirmed, and ratified in each and every particular.

7. This Revival and Amendatory Amendment may be executed in two (2) counterparts, each of which is an original and constitute the same instrument.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Revival and Ammendatory Agreement as of the date first written above.

ATTEST:

CITY AND COUNTY OF DENVER:

By: _____
STEPHANIE Y. O'MALLEY, Clerk
and Recorder, Ex-Officio Clerk of the
City and County of Denver

By: _____
MAYOR

RECOMMENDED AND APPROVED:

Signed on Behalf of

By: Pat Wilson-Pheanious
Manager, Department of Human Services

Huyen Doan

REGISTERED AND COUNTERSIGNED:



APPROVED AS TO FORM:
DAVID R. FINE
CITY ATTORNEY for the City and
County of Denver

By: _____
Manager of Finance

By: _____
Assistant City Attorney

Contract Control No. CE01060-1

By: _____
Auditor

"CITY"

ATTEST: [If required by Corporate procedures]

MENTAL HEALTH CENTER OF DENVER
Taxpayer (IRS) I.D. No. 74-2499946

By: _____

By: Carl Clark

Title: _____

Name: Carl Clark, MD
(please print)

Title: CEO

Exhibit A-1

"CONTRACTOR"



**Exhibit A-1 to Contract # CE01060-1
Scope of Work and Budget**

I. Purpose of Agreement

Denver Department of Human Services is working with community partners that provide services for Denver's homeless populations. This Contract will help provide these vital services to Denver's homeless and help meet the goals of Denver's Road Home plan to end homelessness.

II. Services

The Contractor and Colorado Coalition for the Homeless (a Subcontractor) will provide a comprehensive service system for 55 chronic homeless individuals:

The Contractor will serve 45 homeless individuals with co-occurring mental health and substance abuse disorders using Assertive Community Treatment (ACT), used extensively in the Goebel and Denver's Road Home programs. Support Services for these individuals will include: supportive housing, benefits acquisition, intensive case management, medication evaluation, medication monitoring, referral and coordination with primary care, therapeutic groups, and substance abuse treatment.

MHCD Services

- **Assertive Community Treatment.** Mental health policy experts' call ACT the most well-defined, evaluated and influential treatment in the field of community mental health care. ACT is the fundamental method of delivering high intensity case management services at MHCD. ACT is for those who experience the most severe symptoms of mental illness and have problems taking care of even their most basic needs, typically experience homelessness, substance abuse and legal system involvement. ACT offers services to manage psychiatric symptoms, housing, finances, employment, medical care, substance abuse, family life and activities of daily living.
- **Integrated Dual Disorders Treatment (IDDT)** Within the ACT services, IDDT offers treatment to program participants by giving them access to substance abuse and mental health services in one setting at the same time.
- **Trauma Recovery and Empowerment Model (TREM)** provides services that address issues of physical, sexual, and/or emotional abuse in a population of women with histories of trauma, and for whom trauma-informed treatment and recovery services have been unavailable or ineffective.
- **Motivational Interviewing -- Motivational interviewing (MI)** This will provide a very client centered and goal driven interview style that helps change behaviors.



- **Benefit Acquisition;** Enrolled participants will also receive assistance from MHCD's Benefits Acquisition and Management Team (BAMT). The team uses an approach that consists of a Benefits Management Specialist assisted by three Benefits Assistants who are also consumers of mental health services.
- **Dialectical Behavior Therapy (DBT);** DBT was developed at the University of Washington. DBT is an empirically based cognitive behavioral treatment for borderline personality disorder. It has particular efficacy in consumers with chronic suicidal or self-harming behaviors.

CCH Services

The Subcontractor, Colorado Coalition for the Homeless (CCH) will serve 10 homeless individuals with primary substance abuse disorders in their Substance Treatment Services (STS) Program. Homeless individuals referred to the STS program through the Street to Home Project will be assessed through a comprehensive bio/psycho/social history to help determine the best housing placement for stabilization and overall long term housing stability. Eligible homeless individuals will have immediate access to a time unlimited Integrated Dual Disorder Treatment Team (IDDT), and assigned a primary case manager.

The services afforded each client include

- **Intensive Case Management** services which includes, 1:1 alcohol and drug counseling and education, psychotherapy, including psychotropic medication management; benefits acquisition assistance, assertive outreach, linkage to comprehensive medical care including dental and vision; educational/vocational support, assistance in ADLs, payee services.
- **Access to The Clubhouse at Civic Center Apartment (CCA)** which is open 6 days/week, and is client run. The Clubhouse offers a clean and sober environment for socialization, computer access, group therapy, weekly community lunch, and resources sharing.
- **Daily Accudetox:** A NIAH Approved acupuncture protocol to treat post-acute withdrawal symptoms.
- **Over 15 treatment groups per week, which include:** Dialectic Behavioral Therapy (DBT); Relapse prevention; Come as You Are (sobriety not required), women's recovery, Alcohol and Drug Education, and Seeking Safety.
- **Program participants will be given basic furnishings and supplies at move in** that include at a minimum, bedding, cooking supplies and paper products.
- **Upon admission to the program, the 10 clients served by CCH will have immediate access to temporary housing at the Gateway Motel, operated by CCH.** If a room is not available, the client will be given a voucher for a local motel until permanent housing is secured.



- Clients will have access to the following housing options depending upon individual need and choice:

CCH owned Civic Center Apartment (CCA) which includes the clean and sober "Durkin Wing", other SRO units at Civic Center Apartments, or independent apartments in the Denver Community. Clients will have access to current properties utilized by CCH, as well as given assistance in identifying privately managed apartments suitable to the individual client need.

III. Other Requirements

1. Homeless Management Information System (HMIS):

A. The Contractor agrees to fully comply with the Rules and Regulations required by US Dept of Housing and Urban Development (HUD) which govern the Metro Denver Homeless Management Information System (HMIS). HUD's funding for continuation of all Metro Denver's homeless programs is contingent on the participation of funded agencies and the data quality collected by the HMIS system. Current and future funding by the City will also be dependant on HMIS participation and performance.

B. The Contractor, in addition to the HUD requirements, shall conform to the HMIS policies established and adopted by the Metro Denver Homeless Initiative (MDHI) and Denver's Road Home (DRH)

C. HMIS shall be the primary information system for collecting data for DRH. Beyond its role as the primary information system, HMIS is the source of data for evaluating the progress of Denver's Road Home and will be the source for future Homeless Point-In-Time surveys.

D. The Contractor's HMIS data will be collected quarterly and reported to DRH. The data will be used to evaluate the progress made in ending homelessness and changes to policies and funding priorities, if necessary.

E. Technical assistance and training resources for HMIS are available to each organization based on requests for assistance by the Contractor and by periodic assessments of participation, compliance and accuracy of data collection.

F. The Contractor will be required to participate in HMIS training sessions and evaluation committee and HMIS Users Group meetings.



G. The Contractor will be required to collect data on all homeless clients its organization serves and enter this data into the HMIS.

2. Advisory Board:

The Contractor shall, in order to promote client participation in the development of programs and services for the homeless, establish and maintain an advisory board that shall include at least one (1) homeless person receiving services under this Agreement.

3. DRH Evaluation:

The Contractor shall fully participate, in such manner and method as reasonably designated by the Manager, in the effort of the City to evaluate the effectiveness of Denver's Road Home plan to end homelessness in Denver. This may include participation in the DHS monthly surveys.

4. Meetings:

The Contractor shall attend at a minimum, all Denver Road Home Town Hall Meetings. Monthly collaboration meetings between DHS and the Contractor will be required.

5. Referrals:

All referrals will be initiated by the Denver Street Outreach Collaborative; the approval of the referrals will be made by the DHS Road Home Project Administrator.

IV. Performance Management and Reporting

A. Performance Management

Monitoring will be performed by the DHS program area and or Contracting Services. Contractor may be reviewed for:

1. **Program or Managerial Monitoring:** The quality of the services being provided and the effectiveness of those services addressing the needs of the program.
2. **Performance & Financial Monitoring:** Review and analysis of (a) current program information to determine the extent to which contractors are achieving established contractual goals; (b) financial systems & billings to ensure that contract funds are allocated & expended in accordance with the terms of the agreement. Contracting Services will provide regular performance monitoring and reporting to program area management. Contracting Services, in conjunction with the DHS program area, will manage any performance issues and will develop interventions that will resolve concerns.
3. **Compliance Monitoring:** Monitoring to ensure that the requirements of the contract document, Federal, State and City



and County regulations, and the DHS annual plan & policies are being met.

B. Reporting

In addition to any other reports required by the agreement, the following reports shall be developed and delivered to the City as stated in this section.

Report # and Name	Description	Frequency
1. Monthly Reports	HMIS data entered into the HMIS data base and reporting on monthly service goals. Activity report for clients that details the monthly hours spent in each activity. Detail on missing clients. Locations of all clients including transitional housing.	Due Monthly
2. Quarterly Reports	This report shall include cumulative data for the contract year and a narrative that addresses program outcomes. Report will also detail client's activities in groups and the progress they are making in the program.	Due Quarterly
3. Other reports as reasonably requested by the City.	To be determined (TBD)	TBD

V. Invoicing

A. Invoices

Invoice	Description	Frequency
1. Monthly Invoices	Monthly invoices with required backup documentation for payment. Where applicable, this includes time sheets that allocate an individual's time if he/she works less than 100% of time on this grant.	Due 45 days after the end of each month 100% of the time



VI. Performance and Outcomes (ROMA)

Goal(s) Addressed	<ol style="list-style-type: none"> 1. Permanent & Transitional Housing 2. Treatment Services
Service, Activity or Intervention to be Provided	<ul style="list-style-type: none"> • Supportive housing services to engage and maintain 55 chronically homeless individuals as they transition to project-based housing. • Assertive Community Treatment, Integrated Dual Disorders Treatment and benefits acquisition/retention services to 55 chronically homeless individuals
Outcome (Annually)	Provide integrated supportive housing and ACT services to 55 chronically homeless individuals with co-occurring serious mental illness and substance use disorders.
Indicator (#) (Annually)	<ul style="list-style-type: none"> • 60% of enrolled clients will report an improvement in psychiatric symptoms within twelve months of enrollment. • 40% of enrolled clients will report that they have no substance abuse/dependence within 12 months of enrollment • 100% of enrolled clients will have access to permanent project-based housing throughout their enrollment • 75% of enrolled clients will transition into permanent project-based housing within one year of enrollment • Average length of stay in project based housing over 3 months (participants in the program at least 3 months or more) • Decrease in use of: <ul style="list-style-type: none"> • Detox, • Jail, • ER visits
Measurement Tool(s)	<ol style="list-style-type: none"> 1. Track using HMIS 2. The Contractor's Recovery Markers Instrument 3. Drug Testing
Data Source and Collection	Information collected from consumers by the Contractor's clinical staff
Frequency of Data Collection	At enrollment, every two months thereafter and at discharge.



VII. Budget

Unit of Service	Unit Price	Number of Units	Total
High Intensity Treatment - DHS HIT	\$21.95	18,576	\$407,743
Housing DHS	Average of \$500 per month	660	\$330,000
			\$737,743

Budget Narrative

High Intensity Assertive Community Treatment (HIT) – Unit price is \$21.95 per person per day in HIT. This is normally calculated at \$32.88 per person per day but other programs are picking part of this cost which brings the fee down to the rate of \$21.95 per person per day. This is calculated at 55 persons at approximately 365 days. Number of units has been adjusted down slightly to meet budgetary constraints. These will be Denver Human Services Clients.

Housing for DHS referrals is calculated at an average price of \$500.00 a month. This is based on rental rates at the time of contracting and that most of the units will need to be one bedroom based on mental health needs. For invoicing, DHS will be invoiced for the **actual price of the monthly rent**. However, the expenditures shall not exceed \$330,000 for total housing amounts.