

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **MENTAL HEALTH CENTER OF DENVER**, a Colorado nonprofit corporation, doing business at 4141 East Dickenson Place, Denver, CO 80222 (the “Contractor”), collectively “the Parties

WITNESSETH:

WHEREAS, the City and the Contractor entered into an Agreement dated May 20, 2011, to provide rental assistance to the chronically homeless with mental illness and chronic substance abuse issues under the Shelter Plus Care (SPC) program (REN-Criminal Justice Women)(CFDA No. 14.238) (the “Agreement”); and

WHEREAS, the City and the Contractor now wish to amend the Agreement to extend its term for an additional year and increase the maximum contract amount;

NOW, THEREFORE, the parties agree as follows:

1. All references to “...Exhibit A...” in the Agreement, as amended, 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 are incorporated by reference. Effective on December 1, 2012, Exhibit A-1 will supersede and replace Exhibit A and Exhibit A-1 will govern and control the services to be provided from and after December 1, 2012, until November 30, 2013.

2. All references to “...Exhibit C...” in the Agreement, as amended, shall be amended to read: “...Exhibit C and C -1, as applicable...”. Exhibit C, attached to this Amendatory Agreement, is incorporated herein by reference. Effective on December 1, 2012, Exhibit C-1 will supersede and replace Exhibit C and Exhibit C-1 will govern and control the services to be provided from and after December 1, 2012, until November 30, 2013.

3. Article 3 of the Agreement, entitled “**TERM**”, is hereby amended to read as follows:

“**3. TERM**: The term of this Agreement is from **December 1, 2011**, to **November 30, 2013**.”

4. Subparagraph A of Paragraph 3 of the Agreement, entitled “**Fees and Expenses**”, is hereby amended to read as follows:

“3. **COMPENSATION AND PAYMENT:**

A. **Fees and Expenses:** Subject to the provisions of Article 3.C. below, the Contractor agrees to accept as full compensation from the City under this Agreement, for completion of all the items of work contained in this Agreement and Exhibit A, an amount not to exceed One Hundred Eighty Thousand One Hundred Twenty and 00/100 Dollars (\$180,120.00) (the “Maximum Contract Amount”), to be used in accordance with the budget contained in Exhibit A. The Maximum Contract Amount includes payment for any and all other costs and expenses of any nature including but not limited to Administrative Costs referenced in Exhibit A or A-1, as applicable.”

5. Except as amended herein, the Agreement is affirmed and ratified in each and every particular.

6. This Amendatory Agreement may be executed in counterparts, each of which is an original and constitute the same instrument.

7. This Amendatory Agreement will not be 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 the City Council.

END

SIGNATURE PAGES AND EXHIBITS FOLLOW THIS PAGE

EXHIBITS:

Exhibit A-1

Exhibit C-1

Contract Control Number:

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:

By _____

By _____

By _____



Contract Control Number: SOCSV-201314438-01

Contractor Name: MENTAL HEALTH CENTER OF DENVER MHCD

By: Carl Clark MD

Name: Carl Clark, MD
(please print)

Title: President and Chief Executive Officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



**Mental Health Center of Denver
SOCSV-2013-14438
Scope of Work and Budget
Exhibit A**

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 75 chronic homeless individuals:

The Contractor will serve 65 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.
- Supportive Housing; The MHCD housing department will manage 65 housing slots for this project, including billing and HMIS data entry. ACT case managers will coordinate participants' housing selection with the housing coordinator. The case manager will assist in moving and furnishing, and will provide services such as assistance with daily living skills on-site in the consumers' homes.
- 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. Clients who are brought off the street and into the program will be assessed to determine what kind of treatment and medication plan will be necessary for them. During this time, clients will be assisted by BAMT to apply for all eligible benefit programs. Once a benefit program has been established for the client, DHS will no longer reimburse MHCD for expenses, I.E. Medications/Treatment Services covered through Medicaid.
- 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.
- Access to Medical Care; Program participants will be linked to primary health care service in the community through existing resources that include Medicare, Medicaid and indigent providers including MHCD's Recovery Center and CCH's Stout Street Clinic.

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. 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	<p>HMIS data entered into the HMIS data base and reporting on monthly service goals.</p> <p>Activity report for clients that details the monthly hours spent in each activity. Detail on missing clients. Locations of all clients including transitional housing.</p>	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

IV. 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

V. Performance and Outcomes (ROMA)

Goal(s) Addressed	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 75 chronically homeless individuals as they transition to project-based housing. Assertive Community Treatment, Integrated Dual Disorders Treatment and benefits acquisition/retention services to 75 chronically homeless individuals
Outcome (Annually)	<ul style="list-style-type: none"> Provide integrated supportive housing and ACT services to 75 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.

VI. Budget

BUDGET (Fee for Service)			
 <p>DENVER THE MILE HIGH CITY</p> <p>Accredited by Child Welfare League of America Since 1949</p>		<p>Department of Human Services</p> <p>Contracting Services - Business Management Division 1200 Federal Boulevard, Fourth Floor</p> <p>Denver, Colorado 80204-3221 Phone: 720-944-2233 FAX Phone: 720-944-2224 Email: DHS_Contracting_Services@denvergov.orgs</p>	
Partnering with our community to protect those in harm's way and help all people in need.			
Contractor Name: MENTAL HEALTH CENTER OF DENVER			
Contract No.: SOCSV201314438			
Contract Term: January 1, 2014 to December 31, 2014			
Program Name: 2014 Housing and Treatment Services Program			
Unit of Service	Unit Price	Number of Units	Total
MHCD	\$16.33	7,009	\$447,028.00
Subcontract-CCH	\$5.62	20,366	\$153,850.00
High Intensity Treatment- DHS HIT	\$21.95	27,375	\$600,878.00
			-
Housing- DHS	\$600	382	\$229,122.00
			-
TOTAL BUDGET			\$830,000.00

Budget Narrative		
Unit of Service	Unit Price	Budget Narrative Justification
Mileage Expense	\$12,000.00	estimate based on previous usage
Office Expense - Cell Phone Charges	\$1,200.00	4 CM's +Grant manager reimbursed \$20/month
Facilities - Fees	\$9,000.00	
Salary - Data Spec	\$16,029.00	.5 FTE HMIS input, housing coordination
Salary - Case Manager	\$136,400.80	4Case Managers based on average salary
Salary - Medical Specialist	\$17,194.00	.4 FTE nurse for medication ordering, administration/
Salary - Medical Specialist	\$19,690.28	.1 Psychiatrist for evals, prescribing
Salary - Manager	\$24,519.04	1 program Manager/
Salary - Manager	\$55,328.00	1 Grant Manager
Salary - Fringe	\$75,365.11	based on 28%
Client Exp - Client Support Services	\$12,500.00	bus passes, tokens, moving expenses, ID cards
Client Exp - Recreation	\$400.00	group activities and rec. center passes
Client Exp - Medical/Physical	\$20,000.00	prescriptions, labs, co-pays
Client Exp - Clothing	\$400.00	clothing emergency or job interviews
Client Exp - Food	\$6,363.00	food-emergency or groups
Indirect cost @10%	\$40,638.92	
Subcontracted Services	\$153,850.00	Colorado Coalition for the Homeless
Total DHS HIT	\$600,878.16	
Client Exp - Housing	\$225,122.00	33 apartment units/based off current rent amount
Client Exp - Utility Payments	\$4,000.00	estimate based on previous usage
Total Housing-DHS	\$229,122.00	
Total Budget	\$830,000.16	

VII. 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 dependent 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 Complex Case 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.