

FIFTH AMENDATORY AGREEMENT

07-521-E

THIS FIFTH AMENDATORY AGREEMENT is made and entered into this ____ day of _____, 20 __, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY", and the **MENTAL HEALTH CENTER OF DENVER**, a not-for-profit corporation whose address is 4141 E. Dickenson Place, Denver, Colorado 80222, hereinafter referred to as the "Contractor."

WITNESSETH:

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

WHEREAS, the parties wish to amend the Agreement to update the Scope of Work, extend the term, and to provide additional compensation to the Contractor; 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 entitled "**WORK TO BE PERFORMED**" is amended by including the attached Exhibit A-3.

2. That article 4 of the Agreement entitled "**TERM**" is amended to read as follows:

"4. **TERM**: The term of the Agreement shall commence on January 1, 2007 and terminate on December 31, 2011."

3. That article 6. A. of the Agreement entitled "**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-3, a sum not to exceed **Five Hundred Fifty One Thousand Eight Hundred Thirty Nine Dollars (\$551,839.00)**, 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.”

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

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendatory Agreement as of the day and year first written above.

ATTEST:

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

CITY AND COUNTY OF DENVER:

By: _____
MAYOR

RECOMMENDED AND APPROVED:

By: _____
Manager of Safety

By: _____
Crime Prevention & Control

APPROVED AS TO FORM:

DAVID R. FINE, Attorney for the
City and County of Denver

By: _____
Assistant City Attorney

REGISTERED AND COUNTERSIGNED:

By: _____
Manager of Revenue
Contract Control No. CE71064 (5)

By: _____
Auditor

"CITY"

**MENTAL HEALTH CENTER OF
DENVER**, a not for profit corporation
Taxpayer (IRS) ID. No. 74-2499946

By: Carl Clark MD

Name: Carl Clark, MD
(please print)

Title: Chief Executive Officer

"CONTRACTOR"

EXHIBIT A-3

EXHIBIT A-3

Scope of Work: Mental Health Center of Denver (MHCD) ACT Services and prescription funds

Contract #
CE71064 (5)

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

Initiative:
Funds will be used to provide Assertive Community Treatment (ACT) services for defendants participating in the Denver County Court, Court 2 Community Program. The services provide wrap-around treatment for severely mentally ill persons who are violating laws and frequently being processed through the court system.

Funds also provide for prescriptions for persons leaving the jail or on probation and entering mental health services.

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

Vender # :
6951

Contact:
Jay Flynn

Budgeted Amount:
Jan 1 – December 31, 2011 = \$80,376

Activity:
Funds are to be used for ACT services including staff positions, overhead costs operational casts and intervention/treatment services. Each ACT slot has an estimated cost of \$12,000 per person. Persons average 18 months in treatment before becoming stable. The best way to describe the services is to imagine psychiatric hospital services without the walls.

Services to be delivered:

Day to-day treatment with the emphasis on treatment plan compliance, coordination with the Court 2 Community team and cases receiving Court Oversight.

- Day to-day treatment plan compliance
- Full MH Assessment and Addiction Severity Index
- Stabilization of mental illness with monitored medication
- Complete range of services including psychiatric, case management, medication, housing, etc.
- Individualized and peer counseling
- Housing, safety planning, benefits for services, clothing and other emergency needs
- Progressive treatment for individual recovery
- 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 and probation
- Access to crisis intervention
- Participation and coordination with the Court 2 Community Team
- Provide program evaluation on client and program outcomes
- Case reviews in and out of court
- **Collect and report client pre-enrollment data: Number of hospital stays, detox, emergency room visits 1 yr prior to enrollment in the program**

Limitations/ Notes:

Program is being evaluated. Results and availability of funding will be used to determine future funding of the program past December 2011.

Funds can only be spent on ACT Team for Court 2 Community as directed by the Crime Prevention and Control Commission Reentry committee and those approved for prescriptions.