

FOURTH AMENDATORY AGREEMENT

THIS FOURTH 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, (the "City"), and **COLORADO COALITION FOR THE HOMELESS**, a Colorado Non-profit corporation, with an address of 2111 Champa Street, Denver, Colorado 80205, (the "Consultant").

BACKGROUND:

A. The City and the Consultant entered into an Agreement, dated March 6th 2007, and an Amendatory Agreement dated March 11, 2008, a Second Amendatory Agreement dated March 3, 2009, and a Third Amendatory Agreement dated December 29, 2009 (hereinafter the "Agreement"), to provide an Assertive Community Treatment (ACT) program in order to help insure the provision of mental health services to mentally ill persons in the City by provision of community-based wrap-around services to such persons to encourage their seeking and maintaining mental health treatment.

B. The Parties wish to amend the Agreement to update the work to be performed, extend the term and to increase the maximum contract amount;

THUS, in consideration of the premises and the mutual covenants and obligations herein set forth the parties agree as follows:

1. That Article 1 of the Agreement entitled "**WORK TO BE PERFORMED**" is amended to include the updated Exhibit A-2 for the extended term.

2. That Article 4 of the Agreement titled "**TERM OF AGREEMENT**" is amended to read as follows:

"4. **TERM OF AGREEMENT**: The term of the Agreement shall commence on January 2, 2007 and terminate on December 31, 2011."

3. That article 6 of the Agreement titled "PAYMENT" is amended to read as follows:

"6. **PAYMENT**: The Contractor agrees to accept, and the City agrees to pay, as full and complete compensation for the completion of all the items of work contained in this Agreement and **Exhibit A** (Scope of Work), a sum not to exceed **Seven Hundred Twenty Thousand Dollars (\$720,000.00)**, 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

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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 under this Agreement.”

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

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendatory Agreement as of the day and year 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:

By: _____
Manager of Safety

By: _____
Crime Prevention and Control Commission

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

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

By: _____
Manager of Finance
Contract Control No. CE70053(4)

By: _____
Assistant City Attorney

By: _____
Auditor

"CITY"

COLORADO COALITION
FOR THE HOMELESS

Taxpayer (IRS) I.D. No. 84-0951575

By: _____

Title: _____
President

"CONSULTANT"

Exhibit A-2

EXHIBIT A-2

**Scope of Work:
Colorado Coalition for the Homeless (CCH)
ACT Services 2011**

Contract #
CE70053 (4)

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.

Location:
CCH – 2111 Champa St., Denver Co 80205

Tax ID:
CCH 84-0951575

Vendor #: 2718

Contact:
Louise Boris
2111 Champa St
Denver, Co 80205
lboris@coloradocoalition.com
303-285-5203

Budgeted Amount:
\$144,000 – January 1 – December 31, 2011

Activity:
Funds are to be used for four staff positions, overhead costs operational casts and intervention/treatment services. All costs are based on 12 months.

Each ACT slot has an average 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.

CCH staff and supervisors agree to work and coordinate with Court To Community team.

ACT Services are provided by Colorado Coalition for the Homeless (CCH). 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
- 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
- Case reviews
- **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 continues to be 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