

EIGHTH AMENDATORY AGREEMENT

THIS EIGHTH AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and the **MENTAL HEALTH CENTER OF DENVER**, a not-for-profit corporation whose address is 4141 East Dickenson Place, Denver, Colorado 80222 (the "Contractor") collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the City and the Contractor previously entered into an agreement dated June 19, 2007 and amended the agreement on November 20, 2007, December 9, 2008, February 23, 2010, July 6, 2010, December 21, 2010, July 9, 2012 and May 10, 2013 (the "Agreement") for the Contractor to provide assistance in administering the Assertive Community Treatment Program ("ACT");

WHEREAS, the Parties desire to amend the Agreement to update the Scope of Work, extend the term, and to increase the maximum contract amount.

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 titled "**WORK TO BE PERFORMED**" is amended by including **Exhibit A-6**, attached hereto and incorporated herein by this reference.
2. That Article 4 of the Agreement titled "**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, 2014."
3. That Article 6 (A) of the Agreement titled "**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 **Exhibits A-1, A-2, A-3, A-4 A-5 and A-6**, a sum not to exceed **EIGHT HUNDRED TWENTY ONE THOUSAND EIGHT HUNDRED THIRTY NINE DOLLARS AND ZERO CENTS (\$821,839.00)**, 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. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by the Consultant under the terms of this Agreement for any amount in excess of the sum stated in this Article 6. The Consultant acknowledges that the City is not obligated to execute this Agreement or an amendment to this Agreement for any further phase or element of work other than the work described in the Agreement, and that any work performed by Consultant beyond that specifically described is performed at Consultant's risk and without authorization under this Agreement."

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

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

(SIGNATURE PAGES TO FOLLOW)

Contract Control Number: SAFTY-CE71064-08

Contractor Name: MENTAL HEALTH CENTER OF DENVER MHCD

By: Carl Clark

Name: Carl Clark, MD
(please print)

Title: Chief Executive Officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



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 _____



Exhibit A-6

(Exhibit on Following Page)

**Scope of Work:
Mental Health Center of Denver (MHCD)**

Behavioral Health: Mental Health Co-occurring Treatment Services 2014

Contract #
CE71064 (8)

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

Initiative:
Funds will be used to provide behavioral health treatment services including trauma informed services and appropriate levels of mental health and substance abuse treatment. Services shall include Assertive Community Treatment (ACT) and IDDT services and other supports such as housing. Funds can only be used to serve clients participating in the Denver County Court, Court 2 Community Program or programs established through the court and approved by CPCC to treat persons who are frequently arrested and have serious mental health or co-occurring issues.

Contact and Location:
Jay Flynn
MHCD
4141 E Dickenson Place,
Denver, Co 80222
Jay.flynn@mhcd.org
303-904-1035

Vender # :
6951

Budgeted Amount:
Jan 1 – December 31, 2014 = \$90,000

Activity:
Funds provide for non-Medicaid covered behavioral health treatment services for clients according to assessed level of need ranging from ASAM Level I to IV and levels of mental health intervention including ACT services. The City of Denver will only pay for non-Medicaid services. Most services will be ACT level services. All clients are referred by Denver County Court, Court to Community program or other programs established by CPCC and Denver County Court. According to assessed treatment need level, tailored services may include:

- Mental Health clinical assessment, ASAM and Addiction Severity Index (ASI) assessment,
- Based on assessed client need, services include a full range – frequency, intensity and duration of services including case management, co-occurring treatment, benefit acquisition, psychiatric care, medication, medication management, housing, etc.
- Provide appropriate individualized counseling and support; provide access to positive peer supports systems as appropriate
- Trauma informed care, safety planning, benefits for services, clothing and other emergency needs.
- Using a housing first model, provide appropriate housing for enrolled clients
- Progressive treatment for individual stabilization and recovery; provide access to medication as necessary and appropriate.
- Ensure client access to primary care providers (PCP) and/or MHCD integrated health care services.
- 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, probation and other providers
- Provide culturally competent and relevant treatment services; coordinate with agencies that can provide appropriate cultural supports.
- Access to crisis intervention services as needed.

Contractor responsibilities:

- Ensure funds are only used to treat persons referred from Denver County Court for behavioral health treatment, case management and treatment as directed by the Crime Prevention and Control Commission.
- Ensure appropriate documentation, tracking, and billing of programs expenses. Include staff time reports reflecting actual time spent for the purpose of this contract. (see below under billing)
- Lead staff/supervisor(s) agree to participate in the coordination of services with designated Denver County Court personnel. Participation at all C2C case reviews and court hearings. Tracking and reporting client progress.
- Agency ensures supervision of staff and implementation of ACT with fidelity as well as other treatment practices.
- Provide timely updates on client participation and progress including monthly updates to the Court Coordinator. Provide program evaluation on client and program outcomes. Ensure appropriate documentation of services provided and case history according to Office of Behavioral Health license standards.
- Obtaining appropriate Release of Information signatures including hospitals used by the client in the past and current year, CPCC and Denver County Court
- Completing appropriate paper work/documentation for benefits such as Medicaid; make referrals as appropriate for every client.
- Collect and report client pre-enrollment data: Number of hospital stays, detox, emergency room visits 1 yr prior to enrollment in the program.

Billing:

Vendor agrees to provide appropriate treatment for a minimum of 30 clients at any given time with an estimated 25 new clients in 2014. Funds provide for non-Medicaid covered behavioral health treatment services for clients according to assessed level of need ranging from ASAM Level I to IV and levels of mental health intervention including ACT services. The City of Denver will only pay for non-Medicaid services. Number of clients served maybe modified depending on costs and availability of funds. Payment will be based on monthly invoice and appropriate documentation. Costs shall not exceed \$12,000 per client per year for “ACT” based services including housing, medication, benefit enrollment, treatment and case management.

Billing documentation:

- 1) Staff will keep and submit accurate time cards reflecting the time spent on CPCC funded clients.
- 2) Monthly Client status report will be submitted with each invoice and include:
 - Client Identifier
 - Status – continuing, new, AWOL, other
 - Level of treatment assessed according to the ASAM and ASI
 - Level of treatment provided - e.g. ACT, Intensive, regular,
 - Housing status – presenting, current
 - Housing payer – CPCC, Voucher, MHCD, client, etc
 - Benefit enrollment – presenting, current
 - Benefit amount billed for services
 - CPCC amount billed for services
 - Staff effort to manage that client per month
 - Other: medication, transportation, peer support, etc

MHCD will track expenditures per month and cumulative spent. Contract number will be included on invoices. In the case that a client does not require ACT level services, billing will be documented and match treatment need. Back-up documentation will show treatment level provided for each client. Staff will keep and submit accurate time cards reflecting the time spent on CPCC funded clients.

Limitations/ Notes:

Results of program evaluation, including fidelity to the ACT model, when used will be used to determine availability of future funding past December 2014.