

## AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **DENVER HEALTH AND HOSPITAL AUTHORITY**, a body corporate and political subdivision of the State of Colorado, with an address of PO Box 17093, Denver, Colorado 80217 (the “Contractor”), jointly as “the parties.”

The Parties entered into an Agreement dated April 4, 2017 (the “Agreement”) to expand access and availability of evidence-based treatment services to Denver’s homeless population.

The Parties wish to amend the Agreement to revise the scope of work, extend the term, and increase compensation to the Contractor.

In consideration of the promises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. 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 marked as Exhibit A-1 is attached and incorporated by reference.
2. Article 3 of the Agreement entitled “**TERM**” is amended to read as follows:

“**3. TERM**: The Agreement is entered into on the date of execution with the effective date of **January 1, 2017**, and will expire on **December 31, 2018** (the “Term”). Subject to the Executive Director’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 Executive Director.”
3. Article 4.d(1) of the Agreement entitled “**COMPENSATION AND PAYMENT**”, “**Maximum Contract Amount**” is amended to read as follows:

“**4. COMPENSATION AND PAYMENT**:

**d. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **SEVEN HUNDRED THOUSAND DOLLARS AND NO CENTS (\$700,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed beyond those in **Exhibits A and A-1**. Any services performed beyond those in Exhibit A and A-1 are performed at Contractor's risk and without authorization under the Agreement."

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

**[SIGNATURE PAGES FOLLOW]**

**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 \_\_\_\_\_

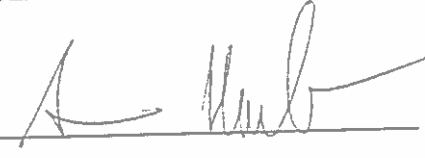
By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: SOCSV-201631694-01

Contractor Name: DENVER HEALTH AND HOSPITAL AUTHORITY

By: 

Name: Simon Handidge; MD, PhD  
(please print)

Title: Chief Ambulatory Care Officer  
(please print)

ATTEST: [if required]

By: 

Name: Scott A. Hoyle  
(please print)

Title: General Counsel  
(please print)





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**I. Purpose of Agreement**

The purpose of this contract is to establish an agreement and Scope of Services between Denver Human Services (DHS) and Outpatient Behavioral Health Services (OBHS) at Denver Health & Hospital Authority (DHHA) Comprehensive Housing and Residential Treatment Services (CHaRTS III) Program will expand access and availability of evidence-based treatment services to Denver's homeless population, recently released from detox.

**II. Services**

- A. CHaRTS III is a program with supportive case management for up to 10 individuals residing in the Return Transitional Residential Treatment (TRT) Program, a 90-day transitional residential treatment program, in addition, of up to 20 individuals in supportive or independent housing. Supportive housing is provided through 20 U.S. Department of Housing and Urban Development (HUD) vouchers managed in partnership with the Colorado Coalition for the Homeless and DDHS. A full-time case coordinator assists participants in CHaRTS III to transition from the detox unit, through transitional residential treatment, and into supportive or independent housing.
1. CHaRTS III will utilize up to 10 Return TRT beds in the Denver CARES facility and 20 or more HUD Home Vouchers. Up to 100 individuals will receive case management services in a year.
  2. The Denver CARES community detox unit will be used as a point of entry to determine if patient meets eligibility criteria (homeless for at least 12-months with multiple utilization of systems). Patients may move from the detox unit to the Return TRT Program housed in the Denver CARES facility.
  3. The Return TRT program provides the patient with intensive individual and group therapy. This includes case management to assist the patient with the initial phase of recovery. All participants will work with their primary counselor for individual therapy and attend a minimum of three group therapy sessions per week.
  4. All eligible patients will receive assistance in applying for Medicaid benefits and obtain a primary care provider (PCP) within the Denver Health system whenever possible.
  5. In the CHaRTS III program, the case coordinator will assist the patients with benefit, housing, and employment applications as applicable. Patients may graduate from the CHaRTS III program to independent housing or supportive housing. All participants are eligible to receive case management and/or mental health services for up to 24-months.
  6. In the initial 3-6 month of participation the CHaRTS III case coordinator, with collaborating housing agencies, will work with participants to search for and secure appropriate housing.



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7. The CHaRTS III case coordinators will focus on housing maintenance, mental health and physical health stability for the next 9-months post lease-up. Concurrently, participants will be engaged in treatment at Denver CARES and/or receive OBHS outpatient mental health or substance abuse services as needed. Through CHaRTS III meetings, participants will review progression and stability within life functioning domains.
8. Over the course of the final phase, patients will reduce the number of professional contacts to ensure a smooth transition to self-sufficiency. Patients with identified mental health needs will be scheduled with the OBHS mental health treatment team comprised of Psychiatrists, an Advanced Practice Psychiatric Nurse and therapists. The team will support program participants with psychiatric services including medication management and individual therapy.

**III. Process and Outcome Measures**

**A. Process Measures**

1. CHaRTS III will utilize up to 10 Return TRT beds in the Denver CARES facility and 20 or more HUD Home Vouchers. Up to 100 individuals will receive case management services. It is projected that 60 new individuals will be served in 2017.
2. CHaRTS III estimates that approximately 60 people will exit the program of which 60% (36) will be considered successful. Successful completion is defined as graduation from the program (either graduation from Return TRT or graduation from community portion of the program). It is projected that 30% (18) will be considered unsuccessful as defined by not graduating from the program.
3. Invoices and reports shall be completed and submitted on or before the 15th of each month following the month of services rendered 100% of the time. Contractor shall use DDHS' preferred invoice template, if requested.

**B. Outcome Measures**

1. Healthcare Benefits
  - a. 60% of current program participants will be enrolled in healthcare benefits.
  - b. 90% of program participants will be enrolled in healthcare benefits at the point of exit.
2. Residential Stability
  - a. 70% of individuals will exit the program to a more stable housing outcome as defined as: permanent housing, a long-term shelter program lasting 90 days or more, a transitional housing program lasting 60 days or more, a residential treatment program, a sober living program, or any housing outcome other than the street, jail, or short-term nightly shelter.



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3. Financial Stability
  - a. 50% of current program participants will have obtained financial benefits, and/or employment, or other source of income.
  - b. 80% of individuals who exit the program will have obtained financial benefits, and/or employment, or other source of income at the point of exit.
  
4. Decreased Substance Abuse
  - a. 100% of program participants will receive individual and group substance abuse treatment services.
  - b. 50% of current program participants will maintain sobriety or demonstrate a reduction in their usage of alcohol and or other drugs as evidenced by random breath alcohol and urine toxicology monitoring.
  - c. 80% of individuals who exit the program will have maintained sobriety or have demonstrated a reduction in their usage of alcohol and or drugs at the point of exit.
  
5. Access to Treatment
  - a. 80% of current program participants will be screened for co-occurring mental health disorders within 60 days of program enrollment. Participants that screened positive for co-occurring mental health disorders will be offered treatment services while in the program and appropriate referrals at the time of exit.

**IV. Performance Management and Reporting**

**A. Performance Management**

Monitoring will be performed by the program area and 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. **Contract & 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.



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3. **Compliance Monitoring:** Monitoring to ensure that the requirements of the contract document, Federal, State and City and County regulations, and DHS policies are being met.

**B. Reporting**

The following reports shall be developed and delivered to the City as stated in this section.

Report # and Name	Description	Frequency	Reports to be sent to:
4. Outcome Tracker Quarterly Reports (Attachment 1)	Report on participant data on; <ul style="list-style-type: none"> <li>• Admissions</li> <li>• Discharges</li> <li>• Benefit acquisition</li> <li>• Employment</li> <li>• Housing</li> </ul>	Quarterly	Program Manager and DHS_Contracting_Services_Documents@denvergov.org
5. Contract Summary Report	Report shall demonstrate all functions performed, and how services provided met the overall goals of this agreement. Other data will include total budget per line item, amount spent, and an explanation as to unspent funds, etc.	Contract End, within 45 days after Term End.	Program Manager and DHS_Contracting_Services_Documents@denvergov.org
6. Other reports as reasonably requested by the City.	To be determined (TBD)	TBD	

**V. Budget**

- A. Contractor shall provide the identified services for the City under the support of the Denver Department of Human Services using best practices and other methods for fostering a sense of collaboration and communication.





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B. Invoices shall be submitted to:  
[DHS Contractor Invoices@denvergov.org](mailto:DHS_Contractor_Invoices@denvergov.org)  
 or by US Mail to:

Attn: Financial Services  
 Denver Department of Human Services  
 1200 Federal Boulevard  
 Denver, Colorado 80204

C. Budget

Unit of Service	Unit Price	Number of Units (Clients)	Total	Narrative
<b>Transitional Residential Treatment Slots</b>	\$58.42	3,650	\$213,233.00	Up to 3650 units per year. Unit price per client per day \$58.42 X 3650 units is \$213,233.
<b>Case Management and Mental Health Slots</b>	\$12.49	10,950	\$136,766.00	Up to 10,950 units per year. Unit price per client per day \$12.49 x 10,950 units is \$136,766.00.
<b>Total Budget</b>			\$349,999.00	
<b>Total Allowed Budget</b>			\$350,000.00	Budget not to exceed \$350,000.00.

### VI. Other Requirements

**A. Homeless Management Information System HMIS:**

The Contractor agrees to fully comply with the Rules and Regulations required by the U.S. Department of Housing and Urban Development (HUD) which govern the Homeless Management Information System (HMIS). HUD requires recipients and sub recipients of McKinney-Vento Act funds to collect electronic data on their homeless clients through HMIS. Programs that receive funding through McKinney-Vento that produce an Annual Progress Report (APR) must also collect program level data elements. These programs include: SHP (a.k.a. S+C), Section 8 Mod Rehab, Emergency Solutions Grant (ESG), and Housing Opportunities for Persons With AIDS (HOPWA). This is a requirement for recipients of City homeless funding.

The contractor, in addition to the HUD requirements, shall conform to the HMIS policies established and adopted by the Metro Denver Homeless Initiative (MDHI) Continuum of Care (CoC) and the Balance of State Continuum of Care.



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*Colorado Coalition for the Homeless (CCH)* is the implementing organization for the Homeless Management Information System (HMIS), under the direction of the MDHI CoC.

Technical assistance and training resources for HMIS are available to the Contractor via the Colorado HMIS Helpdesk based on requests by the Contractor to DHS and by periodic assessments of participation, compliance and accuracy of data collection.

### **B. Security**

The importance of the integrity and security of HMIS cannot be overstated. **All** workstations, desktops, laptops, and servers connected to the Contractor's network or computers accessing the HMIS through a Virtual Private Network (VPN) must comply with the baseline security requirements. The Contractor's HMIS computers and networks must meet the following standards:

- Secure location
- Workstation username and password
- Virus protection with auto update
- Locking password protected screen saver
- Individual or network firewall
- PKI-certificate installed or static IP address

### **C. HUD Continuum of Care Data Standards:**

Revised HMIS Data Standards will go into effect October 1, 2014 and Contractor is required to collect data based on these new standards. For the MDHI Continuum of Care/Balance of State Continuum of Care, the City of Denver and its Contractor's will collect Universal and CoC program specific elements. The Contractor is required to attend the HMIS training on the data collection requirements for these revised standards.

### **D. MDHI HMIS User Group Meetings:**

The Contractor should attend at least three HMIS user group meetings during the contract year. User Group offers valuable and informative information on HMIS and is a forum to ask questions and address issues related to HMIS. Typically, MDHI's HMIS User Group meets at Mile High United Way on Thursdays and the Balance of the State user group meets via webinar every other month. The Colorado HMIS team sends out meeting reminders. Information may be found on the Metro Denver Homeless Initiative web page - <http://mdhi.org> and the meeting schedule may be found their page at - <http://mdhi.org/calendar/>.

### **D. Data Quality Standards:**

- The Contractor must maintain an overall program Data Quality completeness score of 95% or higher.



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- The Contractor must enter HMIS data (program enrollments and services) into the system within five (5) business days of the actual enrollment or service provided date.
- *Colorado Coalition for the Homeless (CCH)* reserves the right to request Data Quality reports from Colorado HMIS for Contractor's programs on a monthly basis.
- *CCH* reserves the right to participate in on-site HMIS audits.
- *CCH* reserves the right to request Data Timeliness tests from Colorado HMIS at any time on Contractor's programs in HMIS.
- *CCH* reserves the right to detailed APRs (displaying client-level data) and summary APRs (displaying aggregate-level data) from Colorado HMIS at any time during the project's operating year. APRs are used to review and monitor the Contractor's program data quality and progress toward achieving annual project goals and outcomes for HUD and MDHI requirements. The Contractor's APR data will be consolidated with other Contractor's and CCH data to fulfill HUD annual reporting requirements.
- *CCH reserves the right to access the Contractor's HMIS Web portal to review real-time client data to ensure the Contractor adheres to the data quality standards required by the MDHI Continuum of Care.*

### **E. Staff Changes:**

If the Contractor has changes in staff that may affect the program outcomes or the processing of invoices, the changes must be reported to DHS within 30 days of the change.



