SECOND AMENDATORY AGREEMENT

This **SECOND 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**, aa 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 "Contractor"), jointly "the parties."

The Parties entered into an Agreement dated April 4, 2017, and an Amendatory Agreement dated January 20, 2018 (the "Agreement") to provide housing and supportive services.

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

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 and A-1" in the existing Agreement shall be amended to read "Exhibit A, A-1 and A-2, as applicable." The scope of work marked as Exhibit A-2 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, 2019** (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 "**Maximum Contract Amount**" is amended to read as follows:

"**d. <u>Maximum Contract Amount</u>:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **ONE MILLION FORTY-NINE THOUSAND NINE HUNDRED NINETY-TWO DOLLARS AND NO CENTS ($1,049,992.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in Exhibit A are performed at the 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.

5. This Second 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.

[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-201631694-02

Contractor Name: DENVER HEALTH AND HOSPITAL AUTHORITY

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

SCOPE OF WORK

Denver Health and Hospital Authority
Denver Road Home
SOCSV 2016-31694-02

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 approximately 12 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 DHS. 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 approximately 12 Return TRT beds in the Denver CARES facility and 20 or more HUD Home Vouchers. Up to 60 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 months of participation, the CHaRTS III case coordinator, with collaborating housing agencies, will work with participants to search for and secure appropriate housing.

7. 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 12 Return TRT beds in the Denver CARES facility and 20 or more HUD Home Vouchers. Up to 60 individuals will receive case management services. It is projected that 60 new individuals will be served in 2019.

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.

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.

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 Monitoring:** Review and analysis of current program information to determine the extent to which contractors are achieving established contractual goals. Contracting Services will provide 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 to resolve concerns.

3. **Compliance Monitoring:** Will ensure that the terms of the contract document are met, as well as Federal, State and City legal requirements, standards and policies.
4. **Financial Monitoring:** Will ensure that contracts are allocated and expended in accordance with the terms of the agreement. Contractor is required to provide all supporting invoicing documents in accordance with DHS written requirements. Financial Services will review the quality of the submitted invoice monthly. Financial Services will manage invoicing issues through site visits and review of invoicing procedures.

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:
1. Outcome Tracker Quarterly Reports (Attachment 1)	Report on participant data on; • Admissions • Discharges • Benefit acquisition • Employment • Housing	Quarterly	Program Manager and DHS_Contracting_Services_Documents@denvergov.org
2. 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

V. Budget

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

Invoices and reports shall be completed and submitted on or before the 15th of each month following the month services were rendered 100% of the time. Contractor shall use DHS' preferred invoice template, if requested. Invoicing supporting documents must meet DHS requirements.

Invoices shall be submitted to: DHS_Contractor_Invoices@denvergov.org or by US Mail to:

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

B. Budget

Unit of Service	Unit Price	Number of Units (Clients)	Total	Narrative
Transitional Residential Treatment	$58.42	4,380	$255,880	Up to 4,380 units per year. Unit price per client per day $58.42 X 4,380
Case Management and Mental Health Slots	$12.49	7,535	$94,112	Up to 7,535 units per year. Unit price per client per day $12.49 x 7,535
Total			$ 349,992	

VI. Other Requirements

A. Homeless Management Information System:

The Contractor agrees to fully comply with the Rules and Regulations required by the U.S. Dept. of Housing and Urban Development (HUD) which governs 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 but are not limited to: Continuum of Care (CoC), Section 8 Mod Rehab, Emergency Solutions Grant (ESG), and Housing Opportunities for Persons With AIDS (HOPWA). Project types include, but are not limited to: Emergency Shelter, Transitional Housing, Rapid Rehousing, Diversion, Permanent Housing, Supportive Services, and Street Outreach. Participation in HMIS is a requirement for recipients of City of Denver homeless funding.

The Contractor, in addition to the HUD requirements, shall conform to the HMIS Policies and Procedures established and adopted by the Metro Denver Homeless Initiative (MDHI) Continuum of Care.

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 Contractor must conform to the HMIS Security, Privacy, and Data Quality Plan. 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:

- All HMIS workstations must be placed in secure locations or must be manned at all times if they are in publicly accessible locations. (This includes non-HMIS computers if they are networked with HMIS computers).
- All printers used to print hard copies from the HMIS are in secure locations.
- All HMIS workstations must use password protected lock screens after five minutes of inactivity.
- All HMIS workstations must have a password protected log on for the workstation itself.
- All HMIS end user computer screens must be placed in a manner where it is difficult for others to see the contents or must have a blackout filter.
- Passwords must be memorized, not written down in a publicly accessible location, and must never be shared.
- Confidential data CANNOT be stored on ANY unencrypted mobile device.
- Confidential data CANNOT be transmitted via unencrypted wireless devices or unsecured public lines.
- Internet browser must be compatible with 128-bit encryption.
- Internet browser must be a current/most up-to-date version
- HMIS must not be accessed via unsecured wi-fi or other unsecured internet connection
- Any email containing confidential data must utilize at least 128-bit encryption.
- All HMIS workstations must have an active firewall turned on.
- All HMIS equipment must have approved anti-virus software installed and configured to automatically download current signature file.
- Antivirus software must be set to scan emails and file downloads in real time.
- HMIS agencies must have their entire network behind a firewall and must routinely monitor for intrusion attempts.
- All Windows-based computing equipment must have Microsoft updates set to automatically download and install any critical update.

- All HMIS workstations must be running a current operating system and internet browser security.
- Systems must be scanned at minimum of weekly for viruses and malware.
- End Users who have not logged onto the system in the previous 90 days will be flagged as inactive.
- Under no circumstances shall Contractor demand that an end user hand over his or her username and password.

C. HUD Continuum of Care Data Standards:

Contractor is required to collect data based on the most recent HUD Data Standards. For the MDHI 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. Data Quality Standards:

Data quality standards ensure the completeness, accuracy, timeliness, and consistency of the data in HMIS. The Contractor must conform to the HMIS Security, Privacy, and Data Quality Plan.

- The Contractor must enter HMIS data (program enrollments and services) into the system within seven (7) calendar days of the actual enrollment or service provided date.
- MDHI reserves the right to request Data Quality reports from Colorado HMIS for Contractor's programs on a monthly basis.
- MDHI reserves the right to participate in on-site HMIS audits.
- MDHI reserves the right to request Data Timeliness tests from Colorado HMIS at any time on Contractor's programs in HMIS.
- MDHI 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 MDHI data to fulfill HUD annual reporting requirements.

E. Participation

Contractor is required to identify a Data Partner Agency Liaison (DPAL) to work with MDHI and the City of Denver on overseeing data quality and compliance. Additionally, DPAL will be required to conduct internal monitoring of HMIS workflow at Contractor organization and participate in HMIS related meetings.