

CONTRACT AMENDMENT #2

SIGNATURE AND COVER PAGE

State Agency State of Colorado for the use and benefit of Department of Human Services, Office of Behavioral Health	Original Contract Number 17 IHJA 87803
Contractor City and County of Denver for the use and benefit of Denver Sheriff's Office	Amendment Contract Number 19 IHJA 112793
Current Contract Maximum Amount Initial Term State Fiscal Year 2017 \$279,741 Extension Terms State Fiscal Year 2018 \$283,662 State Fiscal Year 2019 \$257,849 Total for All State Fiscal Years \$821,252	Contract Performance Beginning Date 7/1/2016 Current Contract Expiration Date 6/30/2019

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

<p style="text-align: center;">CONTRACTOR</p> <p style="text-align: center;">City and County of Denver for the use and benefit of Denver Sheriff's Department</p> <p style="text-align: center;">_____ By: Michael B. Hancock, Mayor</p> <p style="text-align: center;">Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO</p> <p style="text-align: center;">Jared Polis, Governor Department of Human Services Michelle Barnes, Executive Director</p> <p style="text-align: center;">_____ By: Carie Gaytan, Director of Finance</p> <p style="text-align: center;">Date: _____</p>
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In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
 Andrea Eurich/Travis Yoder/Clint Woodruff

Amendment Effective Date: _____

1. PARTIES

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor, and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or, whichever is later and shall terminate on the termination of the Contract.

4. PURPOSE

To add language to Exhibit E1 to set up a General Accounting Encumbrance (GAE). The total amount of the General Accounting Encumbrance GAE-2019-236 for all 17 providers is \$511,410.

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. Replace Exhibit “E” with Exhibit “E1” attached hereto and incorporated by reference.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

Contract Control Number: SHERF-201950501-[[This Amendment Number]]
Contractor Name: STATE OF COLORADO

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of: [handwrite in the date the Mayor signs]

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

Mayor

Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

Assistant City Attorney

Manager of Finance

By:

Auditor

Contract Control Number:
Contractor Name:

SHERF-201950501-[[This Amendment Number]]
STATE OF COLORADO

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Amendment #2

Exhibit E1

Performance Measures & Incentives for SFY 19

Program Goal: The goal of the Jail Based Behavioral Health Services program is to provide appropriate behavioral health services to inmates while supporting continuity of care within the community after release from incarceration.

JBBS programs are required to demonstrate the ability to transition individuals from jail based services to appropriate behavioral health and other needed community services upon release from incarceration.

Performance Measure: Programs are required to follow up with all clients who are successfully discharged from the program and released to the community at 1, 2, 6 and 12 months after release. Clinicians are required to either call the client or track treatment engagement at the community based treatment provider to the client was referred. The outcome of the transition tracking attempt is required to be logged into the Civicore JBBS database. The following options are the transition tracking outcome status options in the database:

1. Deceased – In the event of client death post release
2. In Treatment – Client is engaged in community based treatment services as recommended on the transition plan
3. New Crime Regressed - Client returned to jail for violations or committed a new crime
4. Not Applicable - Client sentenced to Department of Corrections or client not tracked
5. Not in treatment – Client is tracked via the community based treatment agency or the client reports to not be in treatment services as recommended on the transition plan
6. Status Unknown – Client cannot be reached or tracked
7. Treatment Completed – Client completed treatment as recommended at release from jail

Performance Based Incentives will be paid out to programs meeting or outperforming benchmarks for the number of clients engaging in treatment services upon release from the jail.

The benchmark for programs to earn their Performance Incentive is a total of 55% of the clients released from the program will be “In Treatment” or “Treatment Completed” at the one month Transition Tracking Interval. This data shall be pulled after the end of Fiscal Year (June 30th) from the Civicore JBBS Database. The benchmark was determined based on the statewide average number of successfully discharged individuals tracked to be “In Treatment” at the one month tracking interval in FY 17’s semiannual data.

Note: the eligible individuals to be tracked will exclude the number of clients tracked as “Not Applicable” or “Deceased” since these individuals are not eligible to engage in treatment services due to being sentenced to the Department of Corrections or due to client death.

For JBBS programs designed to have multiple county partnerships in their program the performance will be based on the average of all the counties.

The outcome data shall be shared with all programs by the end of August 2019 and 10% incentive payment withhold will be paid out to programs that meet or exceed 55% benchmark. Payment to contractor is made from available funds encumbered and shared across multiple contractors. The state may increase or decrease the total funds encumbered at its sole discretion and without formal notice to contractor. No minimum payment is guaranteed to contractor. The liability of the state for such payments is limited to the encumbered amount remaining of such funds.

Programs who do not meet the performance outcome shall be asked to submit a plan of action to improve program outcomes for the next fiscal year. The un-earned portion of the contract funds shall be reverted.