

REVIVAL AND SECOND AMENDATORY AGREEMENT

THIS REVIVAL AND SECOND AMENDATORY AGREEMENT is made and entered into, effective as of the date set forth on the City's signature page, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("**City**") and the **MENTAL HEALTH CENTER OF DENVER**, a Colorado nonprofit corporation whose address is 4141 East Dickenson Place, Denver, Colorado 80222 ("**Contractor**") collectively the "**Parties**".

WITNESSETH:

WHEREAS, the Parties entered into an agreement on February 24, 2014, and amended the agreement on July 22, 2014 for the Contractor to provide supportive housing, offender assessment, behavioral health and substance abuse treatment services for programs of the Crime Prevention and Control Commission ("**Agreement**"); and

WHEREAS, the Agreement expired by its terms on March 31, 2015; and

WHEREAS, rather than enter into a new contract the Parties desire to revive and reinstate all of the terms and conditions of the Agreement as they existed prior to the expiration of the Term and to amend the Agreement to update the Scope of Work, extend the Term and increase the maximum compensation to the Contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. A new Scope of Work marked as **Exhibit A-2** is attached hereto and incorporated herein by reference. All references to "**Exhibit A** and **Exhibit A-1**" in the Agreement shall be amended and substituted to read: "**Exhibit A-2**".

2. Article 2 of the Agreement entitled "**TERM**" is hereby amended to read as follows:

2. **TERM**: The term of the Agreement is from February 1, 2014 until September 30, 2016, or until the Maximum Contract Amount specified in subsection 3.A. below is expended and all of the tasks specified in **Exhibit A-2** have been satisfactorily performed, whichever is sooner, unless this Agreement is terminated earlier as provided in this Agreement or is extended as provided in a separate amendment to this Agreement ("**Term**"). Subject to the Manager'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 Manager.

3. Article 3(A) of the Agreement entitled “**COMPENSATION AND PAYMENT**” is hereby amended to read as follows:

“A. Maximum Contract Amount: The Maximum Contract Amount to be paid by the City to the Contractor for the performance of the work set out in **Exhibit A-2** shall in no event exceed the sum of **SEVEN HUNDRED THIRTY EIGHT THOUSAND FORTY DOLLARS AND ZERO CENTS (\$738,040.00)**, unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement.”

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

[SIGNATURE PAGES FOLLOW]

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[SIGNATURE PAGES FOLLOW]



Contract Control Number: SAFTY-201414619-02

Contractor Name: MENTAL HEALTH CENTER OF DENVER MHCD

By: Carl Clark MD

Name: Carl Clark, MD
(please print)

Title: President & Chief Executive Officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Contract Control Number: SAFTY-201414619-02

Contractor Name: MENTAL HEALTH CENTER OF DENVER MHCD

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:

D. Scott Martinez, Attorney for the
City and County of Denver

By _____

By _____

By _____



Scope of Work:
Mental Health Center of Denver (MHCD)
Wrap Around Court / Recovery Court 2015-2016

Contract #
SAFTY 201414619-02

Revenue Source:
Division of Behavioral Health Strategies (DBHS), Crime Prevention and Control
Commission (CPCC) Special Revenue Fund
12821 / 3501100

Initiative:
Funds will be used to provide supportive housing, offender assessment, non-Medicaid covered behavioral health treatment services including trauma informed services and appropriate levels of mental health and substance abuse treatment. Services include Assertive Community Treatment (ACT), IDDT and Case Management services. Funds can only be used to serve clients participating in the Denver County Court, Wrap Around Court / Recovery Court Program or programs established through the court and approved by DBHS/CPCC to treat persons who are frequently arrested with frequent contact with hospital services.

Contact and Location:
Jay Flynn
Mental Health Center of Denver
4141 E Dickenson Place, Denver, Co 80222

Vender # :
6951

Budgeted Amount:
April 1, 2015 – September 30, 2016 = \$369,020.

Activity:
Funds provide for housing, non-Medicaid covered behavioral health treatment costs and other supportive services for clients according to assessed level of need. The City of Denver will only pay for non-Medicaid billable services. Most services will be ACT services on a 1:10 ratio; ratio may be adjusted based on client needs. If housing and highest level ACT services are not required, MHCD will notify DBHS/CPCC and drop clients to a lower level of care. All clients are referred by Denver County Court, Wrap Around Court / Recovery Court or other programs established by DBHS/CPCC and Denver County Court.

According to assessed treatment need level, tailored services include:

- Conduct a comprehensive psychiatric assessment which includes a diagnostic assessment, substance abuse assessment, legal assessment, and the Recovery Needs Level and Recovery Markers and Measures.



- Based on the assessments, an individualized case plan will be created to address client need; services include a full range of progressive treatment for individual stabilization and recovery; intense Assertive Community Treatment (ACT) services including case management, co-occurring treatment, benefit acquisition, psychiatric care, nurse and psychiatry care, medication, medication management, housing, etc.
- Trauma informed care including Trauma Focused Cognitive Behavioral Treatment.
- Provide culturally competent treatment services; coordinate with agencies that can provide appropriate, additional cultural supports.
- Case managers meet clients in jail as soon as reasonably possible, but not longer than 48 hours after notice by the court, and continue to regularly visit clients in jail until they are released.
- MHCD staff will conduct a brief interview, intake and assessment while client is in jail to determine immediate needs upon discharge from jail: benefit acquisition, medication, housing, treatment, medical, dental, etc.
- Ensure trained and supervised staff including a psychiatrist, a LPN psychiatric nurse and Case Managers. Each consumer will see the prescriber at least once every three months for medication evaluation, and the team nurse will provide medication monitoring as appropriate. MHCD will also evaluate consumers for the possible administration of a variety of anti-craving medications to help consumers remain clean and sober.
- Conduct daily ACT team meetings to plan interventions and monitor progress. A monthly meeting of the partner agencies will be held either face to face or via conference call to provide a staffing on each individual client and his/her current progress. In addition, phone calls and email will serve as a form of communication to quickly inform others of any situation.
- Upon notification from Denver County Court and Denver Sheriff coordinate efforts to have client released to case manager who will transport the consumer (client) to the office of the ACT team to meet the team as well as know where their "hub for service".
- Provide assertive and intensive case management services with extended and non-traditional hours (min 10 hrs/day/goal of 12 hrs/day) seven days a week. Case managers will be based at the MHCD Recover Center Monday through Friday and at least one case manager will operate out of an MHCD group home on Saturdays and Sundays.
- Relapse planning and prevention with supported abstinence from substances
- Secure a release of information from clients and include DBHS/CPCC, Denver County Court, Denver Health and Hospital, Access Behavioral Care, ARTS and other necessary parties as part of that release if consumer is willing.
- As appropriate, coordinate with Court Self-Help Center for specific client, non-criminal legal issues.
- Enrollment as MHCD clients and at no cost to the contract as available and appropriate, access to 2Succeed in Education and Employment, access to all services at the Recovery Center, access to peer mentor support and as needed, crisis intervention through Mobile Crisis.



- Work with clients to complete and ensure benefit enrollment in all eligible programs and as needed manage participant funds in a "payee" program
- Refer clients to primary care providers (PCP) at the MHCD Recovery Center for integrated medical and mental health treatment if they do not already have a PCP.
- Coordinate client supervision with court and other stakeholders. Attend court reviews and report to the court individual's client's status and progress.
- Ensure all clients are referred to ARTS for treatment services within 48 hours of client enrollment in the program.
- Conduct urine analysis and/or breath analysis as outlined in the case plan and/or requested and based on treatment needs; report results to court as requested if client has signed a release of information.
- Implement a Housing First model:
 - Master lease process of units in scattered site locations,
 - Coordinate and contract with Colorado Coalition for the Homeless for access to 3 transitional beds at Beacon house and 5 housing vouchers.
 - Make all reasonable efforts to secure longer term housing as soon as possible upon release from jail and/or that persons remained housed in temporary housing until housing can be found.
 - Teach clients independent living skills and household management skills.
 - Build positive relationships with landlords and mediate landlord tenant issues as they arise.

Contractor responsibilities:

Coordinate with ARTS treatment services, Colorado Coalition for the Homeless (CCH) and other service agencies as necessary. MHCD will participate in oversight meetings with Division of Behavioral Health Strategies, CPCC and its stakeholders.

- Ensure funds are only used to treat persons referred from Denver County Court, Recovery Court.
- Ensure and provide appropriate documentation, tracking, and billing of programs expenses; including all staff time cards reflecting actual time spent for the purpose of this contract.
- Document, track, analyze and report all data points according to the original contract and other measures as agreed upon as the program advances including but not limited to: client demographic data, assessment/screening data, benefits data, provider data, housing data, treatment data and hospital data.
- Provide quarterly and final program evaluation on client and program outcomes.
- Ensure appropriate documentation of services provided and case history according to Office of Behavioral Health license standards.
- Collect and report client pre-enrollment data: Number of hospital stays, detox events, emergency room visits, etc. 1 yr prior to enrollment in the program.
- Agency ensures supervision of staff and implementation of ACT with fidelity as well as other treatment practices.
- Track, report and charge **all eligible costs to clients insurance/Medicaid** (regardless of MHCD capitation rate) as the primary payer; only invoice DBHS/CPCC for additional, agreed upon costs such as housing or non-covered



Medicaid services (e.g., case management services and other health care services provided when an individual is in jail). Report total costs and amounts paid by insurance/Medicaid and amount billed to DBHS/CPCC. Because MHCD is currently in a sub-capitated arrangement with Colorado Access, the BHO for Denver Medicaid recipients, MHCD will value Medicaid services at a reimbursement schedule mutually agreed upon between MHCD and Colorado Access.

Billing:

Staff will keep and submit accurate time cards reflecting the time spent on DBHS/CPCC funded clients. Payment will be based on monthly invoice and appropriate backup documentation. Vendor agrees to provide appropriate treatment, case management and supports such as housing for a minimum of 40 clients at any given time. MHCD can move fund amounts between categories with prior DBHS/CPCC approval.

Limitations/ Notes:

Results of program evaluation, including fidelity to the ACT model will be used to determine availability of future funding past current terms of this contract.

	Total Funds
A. PERSONNEL – ACT Services – MOST OF THESE COSTS SHOULD BE BILLED TO MEDICAID. Funds in this Category can go to housing.	
Program Manager – (.05 FTE) Oversees and supervises the clinical services provided by the ACT services team to ensure quality of care (Erin Ward)	3,530.00
Case Manager (CM) - (4 FTE) - Members of the MHCD team who provide integrated mental health and substance abuse treatment. Provide individual and group interventions as well as coordination with treatment, housing, court and other community resources and services including primary care. CM's provide continuous support when individuals are in/out of jail. Coverage includes weekend hours and extended day hours. Salary, not to exceed \$48,000/per CM and anticipated to be much less due to Medicaid billing. Invoice only for services/time that are not billable to Medicaid.	192,000.00
Psychiatrist (0.01 FTE)- Member of the MHCD team who provides initial psychiatric assessment and ongoing medication management (minimum 1x mo.) for all referred consumers to promote reduction in psychiatric symptoms and recovery from serious mental illness. Invoice only for services/time that are not billable to Medicaid after the services have been delivered. Annual Salary - \$183,410.00)	1835.00
Licensed Practical Nurse (.01 FTE) - Provide direct nursing services, case management, and mental health clinical assessments and treatment to the chronically mentally ill. Will work directly with clients on a one-to-one basis within the community. Invoice only for services/time that are not billable to Medicaid after the services have been delivered. (Annual Salary - \$39,890.00)	399.00
Personnel Subtotal	\$197,764



Fringe Benefits; Fringe Benefits @ 28%	55,374
Total Personnel Costs	253,138
ADMINISTRATION/INDIRECT -15%	37,971
TOTAL PERSONNEL (Less what is billed to Medicaid)	291,109
B. SUPPLIES AND OPERATING	
Evaluation and Outcome Reports – MHCD Evaluation team prepares and submits quarterly performance reports including recovery markers and other key metrics as approved by DBHS/CPCC.	3,000.00
Case Manager Mileage and Parking Case Manager transports clients to and from appointments; drives to and from jail, court, housing, treatment, shopping for food and other household items, etc. Cannot be used for Case Managers to report to their office or home. If other forms of transportation are available those services should be used first. Estimated 300 miles/month x \$.56/mile* x 12 months = \$2016 x 4 case managers all sharing FEU clients = \$8,064. * Current Federal government rate is \$.56/mile, this rate may be adjusted if the Federal rate is adjusted.	8,064.00
Case manager cell phones: Phones (and computers are provided by JRI funds) Not to exceed \$100/mo x 12 mo x 4 phones. = \$4,800	4,800.00
TOTAL SUPPLIES AND OPERATING	\$15,864.00
C. ASSESSMENT, TREATMENT AND SUPPORTIVE COSTS	
Supportive and Wraparound Funds - Fees for the procurement of birth certificates and personal identifications to meet Colorado's "lawful presence" requirements, restoration of suspended driver's licenses; non-Medicaid billable medical, medication and dental expense such as eye exams, clinical co-pays and dental work fees; bedding; personal care expenses such as shoes, underwear, socks; and emergency food. Transportation expenses such as bus passes, cab fees; housing expenses such as application fees, fees for moving, renter's insurance, telephone and utilities fees.	5,000.00
TOTAL INTAKE, TREATMENT AND SUPPORTIVE COSTS	\$5000.00
D. HOUSING (Funds may be used from other categories)	
Residential Housing - Supportive housing services to maintain and engage homeless individuals with co-occurring mental health and substance abuse disorders with housing. (Annual cost of \$9,000 per consumer) Plus five vouchers from CCH in match worth \$54,000). Can include CCH Beacon House costs.	57,047
Minimum HOUSING (funds from other categories may be applied)	\$57,047
GRAND TOTAL	\$369,020



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-2

Scope of Work: Mental Health Center of Denver (MHCD) Recovery Court 2015-2016

Contract #

SAFTY 201414619-02

Revenue Source:

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