

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and the **MILE HIGH COUNCIL ON ALCOHOLISM AND DRUG ABUSE** with an address of 655 Broadway, Suite 200, Denver, Colorado 80203, (the "Contractor") collectively (the "Parties").

09-1217-A

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated December 8, 2009 to operate the Community Reentry Project (CRP), established by the Crime Prevention and Control Commission (the "Commission"), to assist in the reentry into the community of offenders (the "Agreement"); and

WHEREAS, The Parties wish to amend the Agreement to update the work to be performed, extend the term and to increase the maximum contract amount; and

NOW, THEREFORE, in consideration of the premises 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 attached to this Amendatory Agreement is hereby incorporated herein by reference.

2. That article 3 of the Agreement entitled "**TERM**" is amended to read as follows:

3. **TERM**: The Agreement will commence on January 1, 2010 and will expire on December 31, 2011 (the "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."

2. That article 4 d (1) of the Agreement entitled "**COMPENSATION AND PAYMENT**" is amended to read as follows:

"(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **NINE HUNDRED NINETY FOUR THOUSAND SEVEN HUNDRED EIGHTEEN DOLLARS and eight cents (\$994,718.08)** (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 Contractor beyond that specifically described in Exhibit 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."

IN WITNESS WHEREOF, the Parties hereto have executed this Amendatory Agreement as of the day and year first written above.

ATTEST:

CITY AND COUNTY OF DENVER:

By: _____
STEPHANIE Y. O'MALLEY,
Clerk and Recorder, Ex-Officio
Clerk of the City and County of Denver

By: _____
M A Y O R

RECOMMENDED AND APPROVED:

By: _____
Manager of Safety

By: _____
Crime Prevention and Control Commission

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

DAVID R. FINE, Attorney for the
City and County of Denver

By: _____
Manager of Finance
Contract Control No. CE01015(1)

By: _____
Assistant City Attorney

By: _____
Auditor

"CITY"

**MILE HIGH COUNCIL ON ALCOHOLISM
AND DRUG ABUSE**

Taxpayer (IRS) I.D. No. 84-0512896

By: _____

Name: _____
(please print)

Title: _____
"CONTRACTOR"

Exhibit A-1

Exhibit A

Scope of Work: Community Reentry Project The Council on Substance Abuse and Mental Health 2011

1) This contract provides for the oversight and operations of the Community Reentry Program.

2) Contract # CE01015 (1)

3) Revenue Source:

Crime Prevention and Control Commission
Special Revenue Fund

4) Contractor information:

The Council on Substance Abuse and Mental Health

Bob Dorshimer, CEO
655 Broadway, Suite 200
Denver, CO 80203
303-825-8113 x 17

EIN # 84-0512896

Vendor # 1388

5) Time Frame:

January 1, 2011 – December 31, 2011

6) Initiative:

Funds will be used to operate the Community Reentry Project (CRP). The vision for Jail to Community Reentry in Denver is: to reduce recidivism and improve the quality of life and safety in the Denver community. The Mission: The jail to community collaborative connects participants transitioning from jail with supportive skills, resources, and relationships to promote positive community involvement and a safer Denver.

The Community Reentry Program and its staff provide critical services for current and recently released persons from the county jail. This effort is part of Denver's implementation of the principles of the National Institute of Corrections/Urban Institute Jail to Community Model which calls for a comprehensive reentry process including but not limited to client assessment, case planning and management, targeted services and evaluation. Reentry work in Denver is a collaborative process between the Denver County Jail management, its reentry staff and community based providers; largely those of the Community Reentry Project. Reentry is designed to reduce offender recidivism and provide services to offenders released from jail. Staff and programs are co-located and use a common database.

CRP will provide services to a target population of approximately 360 misdemeanants returning from jail to the community. As the Jail to Community process is implemented, the CPCC recognizes that the target client population may be expanded. Changes in the client population will be based on data reflecting jail population needs and trends and on Sheriff and CPCC Reentry committee agreements. All CRP clients are Denver residents, 18 years of age and older. Other criteria and procedures will be followed as outlined in the Jail to Community Reentry Handbook and as directed through the Transition from Jail to Community (TJC) Model. It is estimated that 25 - 45 new clients will be enrolled per month in services.

The goal is to have persons transition from the County Jail to the Community Reentry Project for services. Reentry staff, in conjunction with Denver County Jail staff will work together to assess and provide core services that meet identified inmate needs. Clients will receive services up to 6 months or as needed. Type of services, depending on availability and budget may include but are not limited to case management, emergency transitional housing, limited public transportation, benefit and ID acquisition, employment readiness, placement and coaching, access to educational supports such as a GED, family reunification and parenting, healthy living skills, substance abuse treatment readiness and treatment as possible, access to trauma management as possible, cognitive skills training, computer skills and access to community resources and supportive services. Creating living skills, pro-social supports and non-offending lifestyles are primary goals for reentry. Types of services needed are largely indicated by offender scores on the LSI or similar assessments.

The CRP, through the CPCC Reentry Committee and Council for Substance Abuse and Mental Health (hereafter known as the Council) may identify targeted vendors (such as domestic violence providers) and contract for services for additional supports. The City retains the right of approval for said vendors including the type and cost of services.

CPCC Funds are to be used for staff positions, overhead and operational costs and intervention/treatment services. All costs are based on 12 months. CPCC will cover the costs and maintenance of computer, phone, fax and internet services. All such equipment and furniture is the property of the City.

7) Budget: \$535,038.08

Staffing for the CRP project is directed by the work of the Jail to Community Model that identifies types and scope of services necessary to meet the needs of persons returning to Denver. All CRP staff is subject to the Council's personnel and administrative policies and must clear a criminal history check prior to hiring conducted by the Denver Police Department through the Manager of Safety's Office. Persons with a current open case are not eligible for hire without prior approval from CPCC and the Manager of Safety. Persons with a criminal history, particularly those charged with specific offenses may not be eligible for hire at the discretion of the Manager or Safety.

Staffing pattern includes program director, administrative services and case management and

program specialists. Costs are based on CSA guidelines for the City and County of Denver.

Personnel Costs: Annual Costs are not to exceed: \$388,013

- a) Director = (CSA 617N (13)) \$ 52,419
- b) One Office Manager = (CSA 612-C (7)) \$36,093
- c) Case Managers = (CSA 617N (5)) \$43,887/person for up to 3 positions based on minimum case load of 35 per case manager. = \$131,661. Case manager position may be used as employment position.
- d) Two specialists: One Employment and one Treatment readiness/Intervention specialist: (CSA 806A (2)) \$87,774 total (\$43,887 apiece) for 2 positions. Employment specialist provides for employer development, client employment readiness, job coaching and placement. Treatment readiness/Intervention specialist (CSA 617 N (5)) provides for substance abuse and mental health interventions, cognitive interventions and other one-on-one and group supportive services as requested.
- e) Benefits for all positions: \$307,947 salary + 26% benefits = \$80,066 = \$388,013 total personnel costs.

Operations Costs: \$142,025

- a) Indirect and Supervision Costs are determined at 12% of the total grant award including clinical supervision for treatment staff, program administration, accounting and financial management and reporting and supervision for the Director. \$ 57,325.
- b) *Rent and utilities at \$26,400. Provides for 2502 square feet at \$10.55/sq ft.
- c) Office Supplies: \$7,800
 - 1. Copier – \$350/mo x 12 = \$4,200
 - 2. Staff supplies (paper, pens, etc). \$514 x 7 staff = \$3,600
- d) Client Services: \$48,500
 - 1. Treatment Incentives including tools, specialty clothing, etc: \$2,000
 - 2. Tokens for persons currently engaged in services: \$4,000
 - 3. Emergency housing not to exceed 2 weeks with out Director approval: \$10,000
 - 4. Client IDs: \$1,000
 - 5. Group refreshments and graduations \$1,500
 - 6. Client specific treatment: \$30,000 total
 - a) UA Labs at \$15 (or partial payment) x 150 for persons who can demonstrate they cannot pay. Requires Director approval = \$2,250
 - b) Domestic violence, trauma management, job certifications and other specific treatment modalities that require licensure or specialized expertise can be contracted to providers as approved by the Jail to Community CPCC Reentry Committee. \$27,750

All services are for clients who are currently engaged in services.
- e) Miscellaneous: \$2,000
 - 1. Course materials and job-related training: \$2,000

Travel: \$5,000

- a) Mileage – CRP direct service staff will be traveling to and from the jail and community

locations on a daily or weekly basis. Mileage will not be paid for staff going directly to or from the place of work (ie. Jail, 655 Broadway, community site) from or to home if that is the only destination for the day. Estimated costs for staff travel are based on \$.50/mile for an estimated 10,000 total staff miles (20 miles round trip to and from the jail) for 6 staff. Staffing patterns will need to be closely monitored to maximize mileage reimbursement.

*The Council will rent space at 655 Broadway on the 4th Floor. Rent costs include space, janitorial, 2 parking spaces and utilities. This contract will reimburse The Council for costs for the space.

The Council may invoice the CPCC for personnel and administration costs up to two months ahead. All other costs will be paid on a reimbursement basis upon the submission of appropriate documentation. Reimbursement requests are to be accompanied by the following backup documentation:

- a) Timesheets for CRP staff
- b) Monthly program report
- c) Travel reimbursement mileage log should be submitted with a supervisor and staff signature
- d) Receipts for costs for program materials and supplies
- e) Documentation of administrative costs attributed to this grant (supervision and accounting)

8. Reporting:

- a. Monthly Progress Reports will be submitted to Regina Huerter no later than the fourth Friday of each month. Designated CRP staff will work with CPCC staff to generate monthly reports from the Reentry Database to include the following information:
 - Number of clients referred to the program for services
 - Number of new clients enrolled and completed intakes
 - Number of continuing clients from previous months/ average length of stay in services
 - General profile of clients served (age, ethnicity, gender)
 - Number of classes/groups provided each monthly; attendance per class
 - Number of clients receiving case management services
 - Number of clients met with on a one-to-one basis / number of sessions
 - Number of individual services by type and number of persons served
 - By program record the number of clients enrolled in group or class / number of sessions and by type of service per month
 - Number of clients completing services/group or class by topic per monthOther reported items that are not captured through data entry may include:
 - Anecdotal stories
 - Issues and concerns
- b. To ensure accurate monthly reporting, CRP staff must enter data in an accurate and timely manner and a process for regular data integrity checks must be established.

9. Activity:

A). Program Administration and staff management:

The Council is responsible for implementation of the program that meets the requirements of the contract and the grant and all of its provisions including providing consistent, fiscally prudent and effective project administration; oversight of program operations and fiscal accounting.

- 1) Participate and report at CPCC Community Reentry and TJC and its subcommittee meetings, as well as other related meetings. These meetings review program management, data and finances, establish program direction including work with TJC Technical Assistance team, and aids in trouble shooting and communications.
- 2) Ensure coordination with Denver Sheriff Department and Reentry Staff.
- 3) Consult and collaborate with the CPCC and the CPCC Community Reentry Committee on all media and publications.
- 4) Perform all aspects of hiring and staff management functions in accordance with employment and EEO laws and practices, including: :
 - a) Regular staff performance reviews and annual written staff evaluations.
 - b) Hiring, firing and discipline of staff in accordance with The Council's employment policies (see policy regarding background checks – item d) and its modifications
 - c) Ensure open hiring practices.
 - d) Due to staff access to protected client data maintained by the City, staff, volunteers and interns must complete and pass criminal history checks PRIOR to being approved or offered any position within CRP. Background checks are performed by the Denver Police Department via the Manager of Safety's Office. CPCC and/or the Manager of Safety has the right to decline/reject staff based on criminal history and/or current system involvement without negotiation. Staff must be willing to work with currently and previously incarcerated persons. Staff must be capable of careful documentation.
 - e) Ensure staff enters data into the Reentry Database on a timely basis and routinely review data integrity, as well as assists in compiling and generating regular reports.
 - f) Provide staff coaching, supervision and positive supports. Provide clinical supervision to CRP staff as appropriate.
 - g) Ensure staff adherence to confidentiality laws
 - h) Ensure staff has appropriate credentials, licenses and training.
 - i) Staff performs work according to the Jail to Community Reentry Handbook. Staff work with CPCC and Jail staff to update the handbook as needed.
 - j) Report immediately to CPCC if staff are engaged in unlawful activity
 - k) The Council is responsible for all licensing and related costs.
- 5) Financial Management:
 - a) Establish a budget and expend funds according to the contract.
The Council can adjust budget items and amounts within budget categories up to 10% of a particular budget category without CPCC approval.
 - b) Administration of funds including financial management, invoicing/billing, budget reconciliation and financial reports. Reporting includes financial

reports in a format as requested. Use CPCC reporting format for financial and narrative reports.

- c) Prepare and provide monthly financial and program operation reports to the Reentry Committee and/or its designees. Provide verification of expenditures with receipts.
- d) Conduct and make available an audit of The Councils finances.
- e) Contract with community providers as appropriate. Ensure providers have appropriate documentation of expenses. Provide CPCC with a copy of all contracted services.

6) Provide a copy of The Council's employee handbook and policies to the CPCC and the CRP staff. The Council will conduct an orientation for all CRP staff (both existing and subsequent new hires) on The Council's employment policies (including payroll policies, holiday, vacation and sick leave, professional conduct, etc.) within the first month of the transition or new employment.

B). Program Management and Implementation:

- a) Work the CPCC Community Reentry Committee and the TJC Technical Assistance team to develop a strategic plan and state-of-the-art reentry program.
- b) Participate and comply with all program evaluations as requested.
- c) Ensure program has all appropriate materials and supplies
- d) Keep in their original form ALL CRP records and documents for a minimum of 3 years.
- e) Identify and coordinate with community providers providing co-located staff and services.
- f) Identify, write and/or coordinate submission of grant applications as appropriate. Applications must be coordinated with CPCC.
- g) Document and perform all paperwork responsibilities associated with treatment.
- h) Complete forms and maintain records of data elements required for program evaluation as requested.
- i) Attend client staffings as appropriate and coordinate with reentry staff and clinicians to ensure a continuum of care.
- j) Ensure staff participation at trainings provided by the CPCC and the TJC Technical Assistance team

C). Staff Responsibility in delivering client services:

Work will be performed at the Denver County Jail and Community Reentry Project sites at 655 Broadway and off-site as appropriate. Some services may be provided from other agencies as appropriate.

- a) Coordinate and implement CRP services in compliance with the TJC model, CPCC staff and CPCC Community Reentry Committee including communication and coordination with jail staff. Ensure that the agreed upon reentry process is implemented, and program oversight and client services are provided.
- b) Provide direct client services to clients in the jail and in the community.
- c) Identify and maintain communication and coordination with other reentry vendors and supportive service providers.

- d) Ensure CRP staff attend trainings as scheduled.
- e) Provide regular client follow-up and support as appropriate.
- f) Ensure client eligibility for program services
- g) Ensure CRP staff follow and work with jail, CPCC staff and Community Reentry committee to update the Jail to Community Reentry Handbook.
- h) Open and close cases in a timely fashion according to the Reentry Handbook.
- i) Conduct an intake and assessment on all program participants to identify treatment needs
- j) Use assessment tools to develop case management plans that ensure client services are appropriate to meet client needs
- k) Make appropriate referrals for internal and external services.
- l) Provide case management services and group instruction in the jail and community; case managers carry a minimum caseload of 35 at any given time. Priority must be given to evidence based programming including but not limited to cognitive skill training. Staff must participate in all levels of quality assurance measures including documentation, direct supervision and other means of monitoring and feedback.
- m) Complete all required data entry accurately and in the determined timeframe
- n) Participate in all aspects of the program/process evaluation
- o) Adhere to client confidentiality laws
- p) Provide services such as reentry readiness, employment readiness, (job readiness, career counseling, placement supports), cognitive skills, treatment readiness and as appropriate, addiction treatment at both the community site, as well as the jail site. Services to be delivered by staff have already been identified by the jail and community Life Skills and CRP teams and are subject to approval by the CPCC Community Reentry Committee
- q) Ensure services and materials are available in English and Spanish.

- 10. Other:** The Council on Substance Abuse and Mental Health will maintain all CPR related records for up to 3 years. They will remain in good standing with Colorado Division of Behavioral Health licensure requirements. Agency will accommodate CPCC with on site visits and/or audit requests. Appropriate program records that are pertinent to grant management requirements will be accessible

The CPCC will provide for the costs of wiring 655 Broadway and moving CRP furniture and equipment into this location. CPCC will provide for the costs of phones, fax, Internet, and access to City data systems

Limitations/ Notes:

Program will be evaluated. Results will be used to determine future funding of the program past December 2011.

Funds can only be spent on the Community Reentry Project functions as directed by the Crime Prevention and Control Commission.

FEE SCHEDULE

Organization Name:	The Mile High Council
Proposal Title:	Proposal # 6713 - Management and Operations of Community Re-entry Project
Proposal Revenue	Total Project Budget
City and County of Denver	\$550,000.00
Total Revenue	\$550,000.00
Proposal Expenses	Total Project Budget 2010-2011
Direct Costs (each item to be detailed in budget narrative)	
Office Manager	\$36,093.00
Case Manager	\$43,887.00
Case Manager	\$43,887.00
Case Manager	\$43,887.00
Employment Treatment Specialist	\$43,887.00
Client Treatment Readiness/Intervention Specialist	\$43,887.00
Program Director	\$52,419.00
Benefits and Taxes	\$80,066.00
Total Personnel + Benefits	\$388,013.00
Program Costs/Client Services	\$48,500.00
Office Supplies	\$7,799.00
Rent and Utilities	\$26,400.00
Other (course materials/job-related training)	\$2,000.00
Total Direct Costs	\$84,699.00
Indirect Costs (Administrative/Operating)	\$57,326.00
Total Indirect Costs	\$57,326.00
Travel/Mileage	\$5,000.00
Total Travel/Mileage	\$5,000.00
Total Operations	\$147,025.00
Grand Total Costs	\$535,038.00