

THIRD AMENDATORY AGREEMENT

THIS THIRD 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, 777 Bannock Street, Denver, Colorado 80204, (the “Contractor”, collectively “the Parties”).

The City and the Contractor entered into an Agreement dated August 25, 2015, an Amendatory Agreement on November 29, 2016, and a Second Amendatory Agreement on April 14, 2017, for the Contractor to complete all of the services and produce all the deliverables set forth on Exhibit A, A-1, and A-2, the Scope of Work, to the City’s satisfaction (the “Agreement”); and

The City and the Contractor wish to amend the Agreement to amend the scope of work, extend the term, and increase funding.

In consideration of the mutual covenants and obligations, the Parties agree as follows:

1. Article 3 of the Agreement entitled “**TERM**” is hereby amended to read as follows:

“**3. Term:** The Agreement will commence on **September 1, 2015**, and will expire on **September 30, 2018**. Subject to the 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 Director.”

2. Article 4(e)(1) of the Agreement entitled “**Maximum Contract Amount**” is hereby amended to read as follows:

“**e. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **Seven Hundred Eighty-Three Thousand Two Hundred Fifteen Dollars and Fifty Cents (\$783,215.50)** (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 Exhibits A, A-1, A-2, and A-3. Any services performed beyond those in Exhibits A, A-1, A-2, and A-3 are performed at Contractor’s risk and without authorization under the Agreement.”

3. All references in the Agreement to Exhibit A, A-1, and A-2 are amended to read as Exhibits A, A-1, A-2, and A-3, respectively.
4. Except as herein amended, this Agreement is revived, affirmed and ratified in each and every particular.

Exhibit A-3

[SIGNATURE PAGES AND EXHIBIT TO 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 _____



SCOPE OF WORK

Denver Health and Hospital Authority

SOCSSV2015-23052-03

I. Purpose of Agreement

The purpose of the contract is to establish an agreement and Scope of Work between Denver Human Services (DHS) and Denver Health and Hospital Authority (DHHA) to provide Transitional Residential Treatment (TRT) services with funding through Crime Prevention Control Commission.

II. Services To Be Provided

A. The “CARES Return” program will provide up to ten (10) TRT beds of transitional residential substance abuse treatment at the CARES Cherokee Street facility to justice-involved individuals requiring transitional treatment services and who are under supervision of Denver Behavioral Health Court, Sobriety Court, Drug Court, Pre-trial, Day Reporting, Probation, Parole, Community Corrections, Denver’s Road Home, re-entry and other levels of supervision and/or services approved by the City and County of Denver (City). Three (3) of the ten (10) beds are an in-kind Match of the Justice Reinvestment Initiative (JRI) TRT beds.

1. In general, consumers will be those with high, undermanaged addiction levels who are frequent and/or repetitive users of costly public services including criminal justice, emergency medical or mental health services and/or detoxification services in the City and County of Denver.
2. The goal of the “CARES Return” program is to provide services needed to help stabilize individuals with substance abuse and mild to moderate mental health problems, encourage transition to consistent community based treatment, self-determination, and ultimately reduce their use of costly public services.
3. CARES Return will provide services to individuals within a comprehensive continuum of care. Individuals will enter the residential treatment program after spending 1-3 days under observation in the non-medical detox unit to assess stability, sobriety and safe withdrawal from drugs or alcohol. At the discretion of DHHA, non-medical detox staff may approve a person to directly enter JRI TRT beds without going to detox if they are coming directly from the jail, especially if they have been in the RISE addiction unit. The CARES Return program is for non-medical program participants that must meet the facility inclusionary criteria in order to enter and remain in the program. While limited and minimal nursing care can be available in case of an emergency, no medically supervised care can be provided in the facility.
4. Treatment providers, approved by referring agencies may coordinate with CARES Return TRT program managers to provide additional and/or enhanced treatment services at no cost to CARES Return or the City. These services may include but are not limited to mental health screening, mental health services, additional substance abuse and/or trauma treatment, case coordination, referral to opiate replacement therapy and other medication-assisted treatment services. Costs for these services will be incurred by the referring agency and/or their designated agents/providers.

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5. Referring agencies may choose, in a separate contract with DHHA/CARES Return to pay CARES Return for enhanced case management services at a rate of \$12.49 per day per person for a term determined by the referring agency. Generally, these services include: assisting participants with benefits; housing and employment applications as applicable, case and treatment coordination, system navigation, and if needed, mental health therapy as well as a referral to an Advanced Practice Psychiatric Nurse for medication evaluation and management.
6. Treatment services provided through this project by CARES Return staff will be documented using the Drug/Alcohol Coordinated Data System (DACODS). All information obtained for DACODS will be uploaded into the SIGNAL Electronic Records System.

B. Program Staffing

A multi-disciplinary team is available to provide various services to the CARES Return JRI TRT program and/or enhanced program for participants:

1. Research Project Coordinator: provides tracking of program participant and units of service and fiscal oversight including invoice preparation.
2. Addiction Supervisor: acts as a liaison with community partners and will provide clinical program oversight for program.
3. Advanced Psychiatric Nurse Practitioner or Physician Assistant: will provide mental health medication evaluation and management to selected JRI TRT individuals.
4. Addiction Counselors: will provide individual and group addiction counseling in the TRT Program.
5. Case Coordinator: will provide case coordination to assist participants to identify stable housing and assist with benefit acquisition.
6. Therapeutic Case Worker: performs mental health assessments and ongoing treatment of mental health disorders. Develops care plan to include individual psychotherapy and therapeutic interventions that are socio-culturally sensitive.
7. Nursing: oversees administration of prescribed medications until stability is established.
8. Behavioral Health Tech: Supports general program functions such as obtaining breath and urine samples for relapse prevention, monitors program activities such as recreational activities and exercise room use, and assists participants with scheduling appointments and prescription assistance if needed. May provide transportation assistance as needed.
9. Staff will seek to obtain a release of information from clients to improve cross system coordination and complete data analysis of cross system use.

III. Process and Outcome Measures

A. Process Measures

1. A minimum of 30 persons will be identified per year and enrolled in services per year.

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2. Improve access to appropriate treatment resources to increase individual participant’s stabilization and successful program completion and yield more cost-beneficial impacts on public safety.
3. Increase civil commitments when appropriate, and therefore access to treatment for those who are generally found incompetent.
4. Contractor shall submit accurate and timely invoices in accordance with the requirements of this Agreement.

B. Outcome Measures

1. 100% occupancy of TRT beds.
2. A safety-net of alternative responses will be established for 100% of clients regardless if eligible for civil commitment.
3. 100% of long-term civil commitments are maintained or re-instated unless the Probate Court deems them to be unnecessary.
4. Invoices and reports shall be completed and submitted on or before the 15th of each month 100% of the time. Contractor shall use DHS’ preferred invoice template, if requested.

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. Provide supervision of the BHCC.
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, in conjunction with the DHS program area, will manage any performance issues and will develop interventions that will resolve concerns.
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	Description	Frequency	Reports to
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Name			be sent to:
1. Monthly Analysis	Along with its monthly invoice, DHHA/CARES Return will submit to the City at least the following information with supporting documentation: a detailed report stating for each client: <ul style="list-style-type: none"> • Name and DOB; • dates of TRT services received; • charges and type of TRT services; • expected amount of third party payments for TRT services; • a list of the types and providers of add-on services received by the client; • amounts charged for the add-on services; • amounts paid by third parties for the add-on services; • whether the client already had Medicaid or whether the client was enrolled into Medicaid through DHHA/CARES Return. • Where are clients going from TRT services. • Number of new clients with signed release of information 	Monthly	Executive Director, OBHS
2. TRT Bed Report	Overall number of beds, by gender, occupied on a daily basis by the number of individual clients and length of stay during the billing period per client. Challenges, gaps, outcomes and results.	Monthly	Executive Director, OBHS
3. 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.	Contracting Services
4. Other reports as reasonably requested by the City	TBD	TBD	TBD

V. Budget Requirements

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- 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.
- B. The City anticipates full utilization of beds, and, in the event they are not fully utilized, requests that DHHA work with DHS prior to releasing the beds to another payer or utilization source.

C. Budget

Contractor Name:		Denver Health and Hospital Authority	
Contract Term:		September 1, 2017 to September 30, 2018	
Contract Number:		SOCSV 2015-23052-03	
Item	Number Units	Total	Narrative
TRT Beds Slots	3	\$69,228.00	3 TRT Beds JRI in-kind match for the amount of \$ 58.42 per day per bed for 395 days.
TRT Bed Slots	5	\$115,379.00	The City will commit to pay for 5 of the TRT bed slots regardless of occupancy at the per diem rate of \$58.42 for 395 days not to exceed the amount of \$115,379.
TRT Bed Slots	2	\$46,152.00	709 remaining TRT bed slots not to exceed 2 per day. Not to exceed the amount of \$46,152 for the contract term.
Total Actual Budget		\$230,759.00	
Total Allowed Budget		\$230,759.00	Budget amount not to exceed for contract term is \$230,759.00

D. Invoices

Monthly invoice amounts will be limited to TRT services and will be the net of any payment available under other sections of this agreement, under other contracts between the parties, or available from third party sources. DHHA/CARES Return will use reasonable efforts to obtain payment from third party payers for TRT and other services needed by each client.

- E. Please send monthly invoices to: DHS_Contractor_Invoices@denvergov.org

VI. Other:



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A. Contact Information:

Contractor: Denver Health and Hospital Authority,
660 Bannock Street, MC 1919, Denver, CO 80204
Contact: Audrey Vincent
Phone: (303) 602-4838
Email: Audrey.Vincent@dhha.org
Vendor: 15055
Term: September 1, 2017 to September 30, 2018

Funding Source: Crime Prevention Control Commission

B. Substance Abuse

Contractor and the City will comply with all provisions of 42 C.F.R., Part 2 (“Part 2”) relating to substance abuse treatment and records. To the extent Contractor discloses information governed and protected by Part 2, the City will not make any further disclosure of the information provided unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by Part 2. Part 2 restricts any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient.