

NINTH AMENDATORY AGREEMENT

THIS NINTH AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and the **MENTAL HEALTH CENTER OF DENVER**, a not-for-profit corporation whose address is 4141 East Dickenson Place, Denver, Colorado 80222 (the "Contractor") collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the City and the Contractor previously entered into an agreement dated June 19, 2007 and amended the agreement on November 20, 2007, December 9, 2008, February 23, 2010, July 6, 2010, December 21, 2010, July 9, 2012, May 10, 2013 and April 21, 2014 (the "Agreement") for the Contractor to provide assistance in administering the Assertive Community Treatment Program ("ACT");

WHEREAS, the Parties desire to amend the Agreement to update the Scope of Work, increase the compensation to the Contractor and extend the term.

NOW, THEREFORE, for valuable consideration the receipt of which is hereby acknowledged and in consideration of the premises, the mutual agreements herein contained, and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the Parties hereto as follows:

1. That Article 1 of the Agreement titled "**WORK TO BE PERFORMED**" is amended to include **Exhibit A-7**, attached hereto and incorporated herein by this reference.
2. That Article 4 of the Agreement titled "**TERM**" is amended to read as follows:
"4. **TERM**: The term of the Agreement shall commence on January 1, 2007 and terminate on December 31, 2015."
3. That Article 6 (A) of the Agreement titled "**PAYMENT**" is amended to read as follows:

"6. PAYMENT:

A. The Contractor agrees to accept, and the City agrees to pay, as full and complete compensation for completion of all the items of work contained in this Agreement and **Exhibits A-1, A-2, A-3, A-4 A-5, A-6 and A-7**, a sum not to exceed **EIGHT HUNDRED TWENTY ONE THOUSAND EIGHT HUNDRED THIRTY NINE DOLLARS AND ZERO CENTS (\$821,839.00)**, subject to receipt and acceptance by the City of complete and satisfactory invoices from the Contractor

demonstrating adequate performance of the Contractor's duties during each such month, including but not limited to achieving specified meeting and partnering requirements. It is understood and agreed that the Contractor shall not act as a fiscal agent for the City and shall not disburse funds directly to recipients of services under this Agreement. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by the Contractor under the terms of this Agreement for any amount in excess of the sum stated in this Article 6. The Contractor acknowledges that the City is not obligated to execute this Agreement or an amendment to this Agreement for any further phase or element of work other than the work described in the Agreement, and that any work performed by Contractor beyond that specifically described is performed at Contractor's risk and without authorization under this Agreement."

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

[SIGNATURE PAGES TO FOLLOW]

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

[SIGNATURE PAGES TO FOLLOW]



Contract Control Number: SAFTY-CE71064-09

Contractor Name: MENTAL HEALTH CENTER OF DENVER MHCD

By: Carl Clark

Name: Carl Clark, MD
(please print)

Title: President and Chief Executive Officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Contract Control Number: SAFTY-CE71064-09

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 _____



EXHIBIT A-7

Scope of Work:

Mental Health Center of Denver (MHCD)

Behavioral Health: Mental Health Co-occurring Treatment Services 2015

Contract #

CE71064 (9)

Revenue Source:

Crime Prevention and Control Commission

Special Revenue Fund

12821 / 3501100

Initiative:

Funds will be used to provide behavioral health treatment services including trauma informed services and appropriate levels of mental health and substance abuse treatment. Services shall include Assertive Community Treatment (ACT) and IDDT services and other supports such as housing. Funds can only be used to serve clients participating in the Denver County Court, Court 2 Community Program or programs established through the court and approved by CPCC to treat persons who are frequently arrested and have serious mental health or co-occurring issues.

Contact and Location:

Jay Flynn

MHCD

4141 E Dickenson Place,

Denver, Co 80222

Jay.flynn@mhcd.org

303-904-1035

Vender # :

6951

Budgeted Amount:

Jan 1 – December 31, 2015 = \$90,000

Activity:

Funds provide for non-Medicaid covered behavioral health treatment services for clients according to assessed level of need ranging from ASAM Level I to IV and levels of mental health intervention including ACT services. The City of Denver will only pay for non-Medicaid services. Most services will be ACT level services. All clients are referred by Denver County Court, Court to Community program or other programs established by CPCC and Denver County Court. According to assessed treatment need level, tailored services may include:



- Mental Health clinical assessment, ASAM and Addiction Severity Index (ASI) assessment,
- Based on assessed client need, services include a full range – frequency, intensity and duration of services including case management, co-occurring treatment, benefit acquisition, psychiatric care, medication, medication management, housing, etc. In some cases the most appropriate treatment provider may be outside of the agency, in which case a referral will be made for services and MHCD agency staff will ensure coordination with treatment provider.
- Provide appropriate individualized counseling and support; provide access to positive peer supports systems as appropriate
- Trauma informed care, safety planning, benefits for services, clothing and other emergency needs.
- When possible, secure appropriate housing for enrolled clients
- Progressive treatment for individual stabilization and recovery; provide access to medication as necessary and appropriate.
- Ensure client access to primary care providers (PCP) and/or MHCD integrated health care services.
- Relapse planning and prevention with supported abstinence from substances
- Independent living skills and referral to agencies
- Facilitate supportive relationships and problem solving
- Coordinated supervision with court, probation and other providers
- Provide culturally competent and relevant treatment services; coordinate with agencies that can provide appropriate cultural supports.
- Access to crisis intervention services as needed.

Contractor responsibilities:

- Ensure funds are only used to treat persons referred from Denver County Court for behavioral health treatment, case management and treatment as directed by the Crime Prevention and Control Commission.
- Ensure appropriate documentation, tracking, and billing of programs expenses. Include staff time reports reflecting actual time spent for the purpose of this contract. (see below under billing)
- Lead staff/supervisor(s) agree to participate in the coordination of services with designated Denver County Court personnel. Participation at all C2C case reviews and court hearings. Tracking and reporting client progress.
- Agency ensures supervision of staff and implementation of ACT with fidelity as well as other treatment practices.
- Agency agrees to refer clients as appropriate for specialized substance treatment services.
- Provide timely updates on client participation and progress including monthly updates to the Court Coordinator. Provide program evaluation on client and program outcomes. Ensure appropriate documentation of services provided and case history according to Office of Behavioral Health license standards.



- Obtain appropriate Release of Information signatures, including hospitals used by the client in the past and current year. Include CPCC and Denver County Court on the release.
- Completing appropriate paper work/documentation for benefits such as Medicaid; make referrals as appropriate for every client.
- Ensure paperwork and documentation is completed and submitted for clients who are eligible for Federal benefits.
- Complete and submit VI-SPDAT to Metro Denver Homeless Initiative for all clients in need of housing within the first month of enrolling the client services.
- Complete and report recovery markers on all clients.
- Collect and report client pre-enrollment data: Number of hospital stays, detox, emergency room visits 1 yr prior to enrollment in the program.

Billing:

Vendor agrees to provide appropriate treatment for a minimum of 30 clients at any given time with an estimated 25 new clients in 2015. Funds provide for non-Medicaid covered behavioral health treatment services for clients according to assessed level of need ranging from ASAM Level I to IV and levels of mental health intervention including ACT services. The City of Denver will only pay for non-Medicaid services. Number of clients served maybe modified depending on costs and availability of funds. Payment will be based on monthly invoice and appropriate documentation. Costs shall not exceed \$12,000 per client per year for "ACT" based services including housing, medication, benefit enrollment, treatment and case management.

Billing documentation:

- 1) Staff will keep and submit accurate time cards reflecting the time spent on CPCC funded clients.
- 2) Monthly Client status report will be submitted with each invoice and include:
 - Intervention and treatment needs:
 - Enrollment Status – continuing, new, AWOL, non-compliant, etc
 - Level of treatment assessed according to the ASAM and ASI
 - Referral status for substance abuse treatment: NA, referred, in-house
 - Level of treatment provided - e.g. ACT, Intensive, High Intensity, regular
 - Ratio of case manager to client
 - Medical status and services: Medical review by date; Psychiatric appointment dates; Dental and other care by date of appointment
 - Housing:
 - VI-SPDAT status – completed and submitted, not completed, and score
 - Housing status – status at intake, # weeks to obtain housing
 - Housing situation – hotel, apartment, treatment facility
 - Housing payment source – CPCC, CCH, Voucher, MHCD, client, etc
 - Benefit enrollment:
 - State benefit status (Medicaid, food stamps, etc): at intake, current status
 - Federal benefit status – enrolled, not eligible, eligible and in process; eligible but not started (and the reason why not started)
 - Billing:



- Amount billed for services covered by insurance
- Amount billed to CPCC for services, housing, etc.
- Case management:
 - Staff effort to manage that client per month
 - Other services: transportation, peer support, etc
 - Complete and submit VI-SPDAT
 - Complete Recovery Markers monthly for all clients
 - Staff will keep and submit accurate time cards reflecting the time spent on CPCC funded clients.

MHCD will track expenditures per month and cumulative spent. Contract number will be included on invoices. In the case that a client does not require ACT level services, billing will be documented and match treatment need. Back-up documentation will show treatment level provided for each client. Staff will keep and submit accurate time cards reflecting the time spent on CPCC funded clients.

Limitations/ Notes:

Results of program evaluation, including fidelity to the ACT model, when used will be used to determine availability of future funding past December 2015.

