

## FIFTH AMENDATORY AGREEMENT

**THIS FIFTH AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, (the "City"), and **THE COLORADO COALITION FOR THE HOMELESS**, a Colorado not-for-profit corporation, with an address of 2111 Champa Street, Denver, Colorado 80205, (the "Consultant"), collectively referred to as the "Parties".

### BACKGROUND:

**WHEREAS**, the Parties entered into an Agreement, dated March 6, 2007, and Amendatory Agreements dated March 11, 2008, March 3, 2009, December 29, 2009 and December 21, 2010 (hereinafter the "Agreement"), to provide an Assertive Community Treatment (ACT) program in order to help insure the provision of mental health services to mentally ill persons in the City by provision of community-based wrap-around services to such persons to encourage their seeking and maintaining mental health treatment.

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

**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 entitled "**WORK TO BE PERFORMED**" is amended to include **Exhibit A-3**, attached hereto and incorporated herein by this reference.

2. That Article 4 of the Agreement titled "**TERM OF AGREEMENT**" is amended to read as follows:

"4. **TERM OF AGREEMENT**: The term of the Agreement shall commence on January 1, 2007 and terminate on December 29, 2012."

3. That Article 6 of the Agreement titled "PAYMENT" is amended to read as follows:

"6. **PAYMENT**: The Contractor agrees to accept, and the City agrees to pay, as full and complete compensation for the completion of all the items of work contained in this Agreement and **Exhibit A-3** (Scope of Work), a sum not to exceed **EIGHT HUNDRED SIXTY FOUR THOUSAND DOLLARS (\$864,000.00)**. Such fees shall be payable upon receipt and approval by the City of complete and

satisfactory invoices from the Consultant, provided on a monthly basis during the term of this Agreement, demonstrating adequate performance of Consultant's duties during each such month, including, but not limited to, achieving specified meeting and partnering requirements. It is understood and agreed that the Consultant shall not act as a fiscal agent for the City and shall not disburse funds directly to recipients 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 Consultant under the terms of this Agreement for any amount in excess of the sum stated in this Article 6. The Consultant 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 Consultant beyond that specifically described is performed at Consultant's risk and without authorization under this Agreement.

It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of this Agreement and paid into the Treasury of the City. The Consultant acknowledges that (i) the City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City."

4. **COUNTERPARTS OF THE AGREEMENT**: The Agreement may be executed in counterparts, each of which is an original and constitute the same instrument.

5. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**: Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

6. Except as herein amended, the Agreement is affirmed and ratified.

**(SIGNATURE PAGE FOLLOWS)**

**Contract Control Number:** SAFTY-CE70053-01

**Contractor Name:** COLORADO COALITION FOR THE HOMELESS

By: *Louise O. Boris*

Name: Louise O. Boris  
(please print)

Title: Vice President of Programs  
(please print)

**ATTEST: [if required]**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



**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-3**

### **Scope of Work:**

#### **Colorado Coalition for the Homeless (CCH)**

Behavioral Health: Mental Health and Co-occurring Treatment Services  
2012

**Contract #**

CE70053 (5)

**Revenue Source:**

Crime Prevention and Control Commission  
Special Revenue Fund  
12821 / 3501100

**Initiative:**

Funds will be used to provide behavioral health treatment services including various levels of mental health and substance abuse treatment. Services may include but are not limited to modified Assertive Community Treatment (ACT) and IDDT services for defendants, according to treatment need and 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.

**Location:**

CCH – 2111 Champa St., Denver Co 80205

**Tax ID:**

CCH 84-0951575

**Vendor #: 2718**

**Contact:**

Louise Boris  
2111 Champa St  
Denver, Co 80205  
[lboris@coloradocoalition.com](mailto:lboris@coloradocoalition.com)  
303-285-5203

**Budgeted Amount:**

\$144,000 – January 1 – December 31, 2012

**Activity:**

Funds provide for behavioral health treatment costs for clients according to assessed level of need ranging from ASAM Level I to IV and levels of mental health intervention including modified ACT 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 assessment,
- Based on assessed client need, services may 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.
- 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
- Using a housing first model, provide appropriate housing for enrolled clients
- Progressive treatment for individual stabilization and recovery; provide access to medication as necessary and appropriate.
- 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 who can provide appropriate cultural supports.
- Access to crisis intervention

**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.
- Lead staff/supervisor(s) agree to participate in the coordination of services with designated Denver County Court personnel.
- Agency ensures supervision of staff and fidelity to treatment practices.
- Provide program evaluation on client and program outcomes
- Provide timely updates on client participation and progress including monthly updates to the Court Coordinator
- Ensure appropriate documentation of services provided and case history according to Division of Behavioral Health license standards.
- Obtaining appropriate Release of Information signatures
- Completing appropriate paper work/documentation for benefits such as Medicaid; make referrals as appropriate.
- Participation at all C2C case reviews and court hearings. Tracking and reporting client progress.
- Collect and report client pre-enrollment data: Number of hospital stays, detox, emergency room visits 1 yr prior to enrollment in the program.

**Billing:**

Staff will keep and submit accurate time cards reflecting the time spent on CPCC funded clients. Payment will be based on monthly invoice and appropriate documentation.

Costs shall not exceed \$12,000 per client per year for housing, medication, treatment and case management. Vendor agrees to provide appropriate treatment for up to 25, but no less than 12 clients at any given time in 2012.

**Limitations/ Notes:**

Results of program evaluation help determine availability of future funding past December 2012.