

## SECOND AMENDATORY AGREEMENT

This **SECOND 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, with an address of 777 Bannock Street, Denver, Colorado 80204 (the “Contractor”), jointly (“the Parties”).

### RECITALS:

**A.** The Parties entered into an Agreement dated February 25, 2019, and an Amendatory Agreement dated February 7, 2020 (collectively, the “Agreement”) to provide Transitional Residential Treatment (TRT) services for the CARES Return Program.

**B.** The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, and amend the scope of work and budget.

**NOW THEREFORE**, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 3 of the Agreement entitled “**TERM**” is hereby deleted in its entirety and replaced with:

“**3. TERM:** The Agreement will commence on **January 1, 2019** and will expire on **December 31, 2021** (the “Term”). 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. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT**” Sub-section d. (1) entitled “**Maximum Contract Amount:**” is hereby deleted in its entirety and replaced with:

“**d. Maximum Contract Amount:**

**(1)** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **FIVE HUNDRED SEVENTY-FIVE THOUSAND SEVEN HUNDRED TWENTY-NINE DOLLARS AND NO CENTS (\$575,729.00)** (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. Any services performed beyond those in Exhibit A are performed at Contractor's risk and without authorization under the Agreement.”

3. **Exhibit A** and **Exhibit A-1** are hereby deleted in their entirety and replaced with **Exhibit A-2 Scope of Work and Budget**, attached and incorporated by reference herein. All references in the original Agreement to Exhibit A and Exhibit A-1 are changed to Exhibit A-2.

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

5. This Second Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

**Contract Control Number:** ENVHL-202157888-02 / ALF-201947681-02  
**Contractor Name:** DENVER HEALTH AND HOSPITAL AUTHORITY

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:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

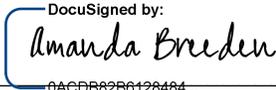
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By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

ENVHL-202157888-02 / ALF-201947681-02  
DENVER HEALTH AND HOSPITAL AUTHORITY

By:  \_\_\_\_\_  
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Name: Amanda Breeden  
(please print)

Title: Director, SPARO  
(please print)

ATTEST: [if required]

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

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

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

## **SCOPE OF WORK**

### **Denver Health and Hospital Authority**

#### **I. Purpose of Agreement**

The purpose of the contract is to establish an agreement and Scope of Work between the Community and Behavioral Health Division (CBH) of the Denver Department of Public Health & Environment (DDPHE) 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 an average of seven (7) 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 Wellness Court, Sobriety Court, Drug Court, Pre-trial, Day Reporting, Probation, Parole, Community Corrections, Denver’s Road Home, reentry and other levels of supervision and/or services approved by the City and County of Denver (City).
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. 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.
  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.

## **SCOPE OF WORK**

### **Denver Health and Hospital Authority**

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 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 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. 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.
2. Increase civil commitments when appropriate, and therefore access to treatment for those who are generally found incompetent.

#### **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.

## SCOPE OF WORK

### Denver Health and Hospital Authority

#### IV. Performance Management and Reporting

##### A. Performance Management

Monitoring will be performed by the program area. 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.
2. **Contract Monitoring:** Review and analysis of current program information to determine the extent to which contractors are achieving established contractual goals. Program manager will manage any performance issues and will develop interventions to resolve concerns.
3. **Compliance Monitoring:** Will ensure that the terms of the contract document are met, as well as Federal, State and City legal requirements, standards and policies.
4. **Financial Monitoring:** Will ensure that contracts are allocated and expended in accordance with the terms of the agreement. Contractor is required to provide all invoicing documents for the satisfaction of Financial Services. Financial Services will review the quality of the submitted invoice monthly. Financial Services will manage invoicing issues through site visits and review of invoicing procedures.

##### B. Reporting

The following reports shall be developed and delivered to the City as stated in this section.

Report # and Name	Description	Frequency	Reports to be sent to:
1. Monthly Analysis	<p>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:</p> <ul style="list-style-type: none"> <li>• Name and DOB</li> <li>• Dates of TRT services received</li> <li>• Charges and type of TRT services</li> <li>• Expected amount of third party payments for TRT services</li> <li>• A list of the types and providers of add-on services received by the client</li> <li>• Amounts charged for the add-on services</li> </ul>	Monthly	OBHS@denvergov.org

## SCOPE OF WORK

### Denver Health and Hospital Authority

	<ul style="list-style-type: none"> <li>• Amounts paid by third parties for the add-on services</li> <li>• Whether the client already had Medicaid or whether the client was enrolled into Medicaid through DHHA/CARES Return.</li> <li>• Where are clients going from TRT services.</li> <li>• Number of new clients with signed release of information.</li> </ul>		
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	OBHS@denvergov.org
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.	OBHS@denvergov.org

#### V. Budget Requirements

- A. Contractor shall provide the identified services for the City under the support of DDPHE 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 DDPHE prior to releasing the beds to another payer or utilization source.
- C. Invoices and reports shall be completed and submitted on or before the 15<sup>th</sup> of each month following the month services were rendered 100% of the time. Contractor shall use DDPHE's preferred invoice template, if requested. Invoicing supporting documents must meet DHS requirements.
- D. Invoices shall be submitted to: [OBHSInvoices@denvergov.org](mailto:OBHSInvoices@denvergov.org).

**Denver Health and Hospital Authority****E. 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.

**F. Budget**

Contractor: Denver Health and Hospital Authority				
Fiscal Term: 1/1/21 - 12/31/21				
Program: CARES Return Treatment Beds				
<b>Budget Categories</b>	<b>Unit Price</b>	<b>Number of Units</b>	<b>Total</b>	<b>Narrative</b>
<b>Transitional Residential Treatment Slots</b>	\$58.42	2,555	\$149,263	Treatment bed slots at a rate of \$58.42 per day per slot/bed. Can utilize up to 2,555 beds/slots for fiscal term 1/1/21-12/31/21.
<b>Total Budget</b>			\$149,263	

**VI. Other:****A. Contact Information:**

Contractor: Denver Health and Hospital Authority,  
660 Bannock Street, MC 1919, Denver, CO 80204  
Contact: Luy Nguyen  
Phone: (303) 602-4881  
Email: LuyUyen.Nguyen@dhha.org  
Vendor: 15055  
Term: January 1, 2021 to December 31, 2021

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.