

SEVENTH AMENDATORY AGREEMENT

THIS SEVENTH 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 amended the agreement on March 11, 2008, March 3, 2009, December 29, 2009, December 21, 2010, November 12, 2012 and May 10, 2013 ("Agreement"), to provide an Assertive Community Treatment (ACT) program to help insure the provision of mental health services by providing community-based wrap-around services including mental health and substance abuse treatment, and housing first treatment;

WHEREAS, the Parties desire to amend the Agreement to update Scope of Work, 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-5**, 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 commenced on January 1, 2007 and shall terminate on December 31, 2014."

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 **Exhibits A-1, A-2, A-3**,

A-4 and A-5 (Scope of Work), a sum not to exceed ONE MILLION ONE HUNDRED FIFTY-TWO THOUSAND DOLLARS AND ZERO CENTS (\$1,152,000.00). 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. The Seventh Amendatory Agreement may be executed in counterparts, each of which is an original and constitute the same instrument.

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

(SIGNATURE PAGES TO FOLLOW)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
AUTOMATIC DATA PROCESSING INS AGCY
250717 P: F:
PO BOX 33015
SAN ANTONIO TX 78265

CONTACT NAME: _____
PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____
E-MAIL ADDRESS: _____
INSURER(S) AFFORDING COVERAGE NAIC#
INSURER A: Property & Casualty Co of Hartford
INSURER B: _____
INSURER C: _____
INSURER D: _____
INSURER E: _____
INSURER F: _____

INSURED
J-SAT, INC.
2450 CENTRAL AVE STE A1
BOULDER CO 80301

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/IN OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	76 WEG DF3477	07/01/2013	07/01/2014	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$100,000 E.L. DISEASE-EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (RECORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.


CERTIFICATE HOLDER
Crime Prevention and Control Commission
Attn: Regina Huerter
1331 CHEROKEE ST RM 302
DENVER, CO 80204

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE
Joe Taylor



Contract Control Number: SAFTY-CE70053-07

Contractor Name: Colo Coalition for the Homeless

By: 

Name: JOHN PARVENSKY
(please print)

Title: PRESIDENT / CEO
(please print)

ATTEST: [if required]

By: N/A

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-5

Scope of Work:

Colorado Coalition for the Homeless (CCH)

Behavioral Health: Mental Health and Co-occurring Treatment Services
2014

Contract #

CE70053 (7)

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:

Louise Boris
2111 Champa St
Denver, Co 80205
lboris@coloradocoalition.com
303-285-5203

Tax ID:

CCH 84-0951575

Vendor #: 2718

Budgeted Amount:

\$144,000 – January 1 – December 31, 2014

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.
- 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.
- 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.
- 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.
- Obtaining appropriate Release of Information signatures including hospitals used by the client in the past and current year, CPCC and Denver County Court
- Completing appropriate paper work/documentation for benefits such as Medicaid; make referrals as appropriate for every client.
- 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 2014. 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:
 - Client Identifier
 - Status – continuing, new, AWOL, other
 - Level of treatment assessed according to the ASAM and ASI
 - Level of treatment provided - e.g. ACT, Intensive, regular,
 - Housing status – presenting, current
 - Housing payer – CPCC, CCH, Voucher, MHCD, client, etc
 - Benefit enrollment – presenting, current
 - Benefit amount billed for services
 - CPCC amount billed for services
 - Staff effort to manage that client per month
 - Other: medication, transportation, peer support, etc

CCH 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 2014.