

THIRD AMENDATORY AGREEMENT

THIS THIRD AMENDATORY AGREEMENT is made and entered into by and 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, authorized to do business in the State of Colorado, whose address is 660 Bannock Street, MC 1914, Denver, Colorado 80204 (the "Contractor"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated February 23, 2010 and amended the Agreement on December 14, 2010 and December 28, 2011 to support the Comprehensive Housing and Residential Treatment Services (CHaRTS) program which provides transitional residential treatment and case management services to chronically homeless individuals who have a history of detoxification use in Denver, (the "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement to extend the term and increase the compensation to the Contractor; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. All references to "...Exhibit A, A-1 and A-2..." in the existing Agreement shall be amended to read: "...Exhibit A, A-1, A-2 and A-3, as applicable..." The Scope of Work marked as Exhibit A-3 is attached and incorporated by reference.

2. Article 3 of the Agreement entitled "**TERM**" is hereby amended to read as follows:

"3. **TERM**: The Agreement will commence on January 1, 2010, and will expire on December 31, 2013 (the "Term"). Subject to the Manager'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 Manager."

3. Article 4(a) of the Agreement entitled "**Budget**" is hereby amended to read as follows:

"4. **COMPENSATION AND PAYMENT**:

a. **Budget**: The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement an amount not to exceed **Nine Hundred Thousand Dollars and Zero Cents (\$900,000.00)** (the "Maximum

Contract Amount”) in accordance with the budget set forth in **Exhibit A-3**. Amounts billed may not exceed the budget set forth in **Exhibit A-3**.”

4. This Third Amendatory Agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

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

EXHIBIT LIST:

EXHIBIT A-3 – SCOPE OF WORK

[SIGNATURE PAGES 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 _____



Contract Control Number: SOCSV-CE01069-03

Contractor Name: DENVER HEALTH AND HOSPITAL AUTHORITY

By: Stephanie Thomas

Name: Stephanie Thomas
(please print)

Title: Chief Operating Officer
(please print)

ATTEST: [if required]

By: Scott A. Woye

Name: Scott A. Woye
(please print)

Title: Interim General Counsel
(please print)



**Exhibit A-3
Contract # CE01069-03
Scope of Work**

I. Purpose of Agreement

The Comprehensive Housing and Residential Treatment Services (CHaRTS) program will provide transitional residential treatment and case management services to 25 chronically homeless individuals who have a history of detoxification use in Denver.

The goal of the CHaRTS program is to assist Denver’s Road Home Initiative in attaining its goal to end homelessness in the City and County of Denver by providing the services needed to stabilize and place homeless individuals with substance abuse problems in permanent housing.

Goal	Outcome
Goal #1: DHHA will provide transitional residential treatment and case management services to 25 chronically homeless individuals.	Outcome # 1: A significant reduction in consumer Detox admissions will be shown upon completion the program.
Goal #2: Contractor shall submit accurate and timely invoices in accordance to the requirements of this Agreement.	Outcome # 2: Invoices and reports shall be completed and submitted on or before the 15 th of each month 100% of the time.

II. Objectives

Implement a community based case management system serving homeless individuals who have a substance abuse problem (at any given time) with access to substance abuse treatment and other services needed to promote successful placement in permanent housing.

Promote the acquisition of education, job skills, and benefits required to succeed in permanent housing.

III. Admission Criteria

Denver C.A.R.E.S. staff members will identify high using clients of detoxification who meet the following admission criteria:

- History of use of social- model detoxification in Denver
- Living on the streets, in detoxifications, or shelters
- Expresses a desire for permanent housing and a willingness to participate in residential substance abuse treatment
- Is not currently homicidal or suicidal
- Is not currently psychotic
- Does not have a recent history of violence toward treatment or other staff

IV. Treatment Services

Transitional Residential Treatment (TRT)

The TRT program at Denver Health provides a varied transitional treatment regimen. During Phase I of treatment, clients are expected to remain in the facility with limited access to outside activities. After 30 days, clients transition into Phase II where there is less structure and more community involvement. The treatment philosophy in both phases incorporates stages of change, motivational interviewing and cognitive behavioral therapies and the benefits of self and group participation are highlighted.

Three groups are held each day on Monday through Thursday, two groups are held on Friday and one group is held on Sunday. Clients in Phase I are expected to attend at least ten two-hour groups each week and one individual session weekly. Clients in Phase II are expected to attend at least five two-hour groups each week and one individual session weekly. In addition, these clients are required to attend at least three recovery support groups per week in the community. Groups cover topics such as relapse prevention, coping skills, problem solving, communication, alcohol and drug education including physical consequences of use, family communication, financial planning & budgeting, goal setting, trust and relationship building, mental health, violence and trauma, gender issues, group living and support groups.

As clients progress in their treatment, they are expected to seek permanent employment as well as increase their income by working temporary jobs. They are also assisted in applying for any benefits for which they may be eligible.

Clients are required to assist with the cleaning of the dorm to learn life skills such as being on time, responsibility, completing tasks, following rules of procedure and in general developing good work habits.

V. Case Management Services

Two case managers will be employed to serve the persons enrolled in CHaRTS at any time. The case managers will have training and experience working with individuals with substance dependence and be knowledgeable of community resources.

Upon completion of the first phase of treatment, all clients will meet with a CHaRTS case manager to develop an individualized service plan that will address the unique strengths and challenges of the client. This service plan will become the basis for all services delivered and will be reviewed for appropriateness monthly and updated as needed. Case managers will meet with each client as many as five or more times weekly and as little as once a week both while the client is in treatment and when the client is transitioning back to the community. Although it is expected that clients in this target population may struggle to complete residential treatment programs and may have periods of stability followed by periods of instability in their substance use, the case managers will continue to serve each client regardless of placement or condition until the client no longer meets the criteria for the CHaRTS program. This approach recognizes that motivation for recovery and housing varies and that the process of recovery for this population does not reflect a linear progression through a continuum of services, but instead recovery encompasses stops and starts. One of the many jobs of the case manager will be to re-establish motivation for change following a relapse, reinforce the steps necessary to meet the client's goals, and facilitate forward progress among the breaks in motivation.

The service plan will also address the housing needs of each client. Those clients who successfully complete residential treatment will be referred to transitional housing. The case managers will continue to meet with these clients on a weekly basis and provide support services, such as assisting clients in accessing health and dental care, mental health services, entitlement benefits, prescription and non-prescription medicines, clothing and other basic needs. During this phase, case managers will also provide coaching, mentoring and skill-building in areas of communication, problem-solving, job acquisition and retention, and basic life skills. Clients will be encouraged to seek peer support and relapse-prevention through attendance at AA meetings at Denver C.A.R.E.S. or other community support groups. The ultimate goal of this phase of the program is to successfully place clients in permanent housing in the Metropolitan Denver area.

VI. Discharge Criteria

Clients who meet the following criteria will be discharged from the program:

- The client has substantially completed their individualized treatment and service plan and is living independently.
- The client has engaged in violence or serious threats of violence toward staff or clients.
- The client is no longer living in the Denver area or after at least three contacts and one month cannot be located.
- The client is exhibiting medical or mental health problems that require a higher level of care than is available through the program and it is determined that removal from the caseload either permanently or temporarily is the best course of action.

- The client is no longer motivated to participate in the program and/or secure independent housing and it is determined that all reasonable avenues of engagement have been exhausted at the current time.

VII. Budget (January 1, 2013 to December 31, 2013)

Fee for Service Budget

Program Services	# Contract Days	Ave. # Clients/Day	Daily Fee	Total Costs
Case Management	365	25	\$ 11.44	\$ 104,379.04
Treatment	365	5	\$ 66.09	\$ 120,620.96
TOTAL				\$ 225,000.00

All costs based on 25 total clients with an average of 5 in TRT and 20 in housing at any given time.