

THIRD AMENDATORY AGREEMENT

THIS THIRD 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, CO 80204 (the “Contractor”), jointly “the Parties.”

The City and Contractor entered into an Agreement dated April 4, 2017, an Amendatory Agreement dated January 20, 2018, and a Second Amendatory Agreement dated January 15, 2019, to provide services (the “Agreement”). The Parties now wish to make certain other modifications to the Agreement as set forth below.

The Parties agree as follows:

1. Effective upon execution, all references to Exhibits A, A-1, and A-2 in the existing Agreement shall be amended to read Exhibits A, A-1, A-2, and A-3, as applicable. Exhibit A-3 is attached and will control from and after the date of execution.

2. Paragraph 3 of the Agreement, entitled “**TERM**,” is amended by deleting and replacing it with the following:

“**3. TERM**: The Agreement is entered into on the date of execution with the effective date of January 1, 2017, and will expire on December 31, 2020 (the “Term”). Subject to the Executive 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 Executive Director.”

3. Article 4. d(1) of the Agreement entitled “**Maximum Contract Amount**” is amended to read as follows:

“(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **ONE MILLION THREE HUNDRED NINETY-NINE THOUSAND NINE HUNDRED EIGHTY-FOUR DOLLARS AND NO CENTS (\$1,399,984.00)** (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 the Contractor beyond that specifically described in Exhibits A, A-1, A-2, and A-3. Any services

performed beyond those in Exhibits A, A-1, A-2, and A-3 are performed at the Contractor's risk and without authorization under the Agreement.”

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

5. This Third Amendatory Agreement is not 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.

End.

Signature pages and Exhibits follow this page.

Exhibit List

Exhibit A-3



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I. Purpose of Agreement

The purpose of this contract is to establish an agreement and Scope of Work between the Division of Housing Stability (HOST) and Outpatient Behavioral Health Services (OBHS) at Denver Health & Hospital Authority (DHHA). Comprehensive Housing and Residential Treatment Services (CHaRTS III) Program will expand access and availability of evidence-based treatment services to Denver's homeless population, recently released from detox.

II. Services

A. CHaRTS III is a program with supportive case management for approximately 12 individuals residing in the Return Transitional Residential Treatment (TRT) Program, a 90-day transitional residential treatment program, in addition, of up to 20 individuals in supportive or independent housing. Supportive housing is provided through 20 U.S. Department of Housing and Urban Development (HUD) vouchers managed in partnership with the Colorado Coalition for the Homeless and HOST. A full-time case coordinator assists participants in CHaRTS III to transition from the detox unit, through transitional residential treatment, and into supportive or independent housing.

1. CHaRTS III will utilize approximately 12 Return TRT beds in the Denver CARES facility and 20 or more HUD Home Vouchers. Up to 60 individuals will receive case management services in a year.
2. The Denver CARES community detox unit will be used as a point of entry to determine if patient meets eligibility criteria (homeless for at least 12 months with multiple utilization of systems). Patients may move from the detox unit to the Return TRT Program housed in the Denver CARES facility.
3. The Return TRT program provides the patient with intensive individual and group therapy. This includes case management to assist the patient with the initial phase of recovery. All participants will work with their primary counselor for individual therapy and attend a minimum of three group therapy sessions per week.
4. All eligible patients will receive assistance in applying for Medicaid benefits and obtain a primary care provider (PCP) within the Denver Health system whenever possible.
5. In the CHaRTS III program, the case coordinator will assist the patients with benefit, housing, and employment applications as applicable. Patients may graduate from the CHaRTS III program to independent



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housing or supportive housing. All participants are eligible to receive case management and/or mental health services for up to 24 months.

- 6. In the initial 3-6 months of participation, the CHaRTS III case coordinator, with collaborating housing agencies, will work with participants to search for and secure appropriate housing.
- 7. CHaRTS III case coordinators will focus on housing maintenance, mental health and physical health stability for the next 9 months post lease-up. Concurrently, participants will be engaged in treatment at Denver CARES and/or receive OBHS outpatient mental health or substance abuse services as needed. Through CHaRTS III meetings, participants will review progression and stability within life functioning domains.
- 8. Over the course of the final phase, patients will reduce the number of professional contacts to ensure a smooth transition to self-sufficiency. Patients with identified mental health needs will be scheduled with the OBHS mental health treatment team comprised of Psychiatrists, an Advanced Practice Psychiatric Nurse and therapists. The team will support program participants with psychiatric services including medication management and individual therapy.

III. Roles and Responsibilities for both parties

- a. Contractor will work with City to host any city-designated sensitivity training on an annual basis.
- b. Contractor will provide any online modular sensitivity training developed and provided by the City to all new direct-service staff within 15 days of hire date.
- c. Contractor will assure direct-service staff complete training refresher on a biennial basis.
- d. The City will provide signage that includes information about the City and County of Denver’s Anti-Discrimination Office.

IV. Process and Outcome Measures

A. Income Acquisition and Benefits Benchmarks:

- 1. **For Current Participants** (those participants actively enrolled in your program on the last day of the quarter/reporting period).
 - a. 50% of **current** program participants will have obtained mainstream financial benefits (i.e. SSI, SSDI, TANF, AND), or a steady source of income. This will be measured as the percentage of households who increase total income from program entry to most recent assessment.
 - i. Data source: HMIS
 - ii. Measures:



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1. Number and percentage of currently participating households who increased total income from program entry to most recent assessment
 2. Average and median income at program entry and at most recent assessment for currently participating households
 3. Number and percentage of currently participating households who had each benefit type at program entry compared to at the most recent assessment.
 - b. 60% of current program participants will be enrolled in healthcare benefits (e.g., Medicaid, Medicare, VA)
 - i. Data source: HMIS
 - ii. Measure: Percentage of program participants enrolled in health insurance at program entry compared to most recent assessment overall and by insurance type.
2. **For Exiting Participants** (anyone who exited the program during the quarter/reporting period – broken down into Successful & Unsuccessful groups of exiting participants).
 - a. 80% of participants with successful exits and 50% of participants with unsuccessful exits will have obtained mainstream financial benefits (i.e. SSI, SSDI, TANF, AND), or a steady source of income. This will be measured as the percentage of exited households who increase total income from program entry to program exit.
 - i. Data source: HMIS
 - ii. Measures:
 1. Number and percentage of exited households who increased total income from program entry to program exit
 2. Number and percentage of exited households who maintained total income from program entry to program exit
 3. Number and percentage of exited households who reduced total income from program entry to program exit
 4. Average and median income for exiting households at program entry and program exit.
 5. Number and percentage of exited households who had each benefit at program entry compared to program exit
 - b. 90% of participants with successful exits and 60% of participants with unsuccessful exits will be enrolled in healthcare benefits (e.g., Medicaid, Medicare, VA)
 - i. Data source: HMIS



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- ii. Measure: Percentage of program participants enrolled in health insurance at program entry compared to most recent assessment overall and by insurance type.

B. Housing Retention and Attainment Benchmarks:

1. **Data For Current Participants** (those participants actively enrolled in your program on the last day of the quarter/reporting period).
 - a. Data source: HMIS
 - b. Measures:
 - i. Average and median length of program enrollment
 - ii. Number at percentage of currently participating households enrolled in the program for: less than 3 months, 3 to 12 months, and longer than 12 months
 - iii. Note: program enrollment period is defined as the time between the household’s program enrollment date and the last day of the reporting period.
2. **For Exiting Participants** (anyone who exited the program during the quarter/reporting period).
 - a. 70% of program participants will exit the program into a permanent housing outcome or to more stable housing.
 - i. Data source: HMIS
 - ii. Measures:
 1. Number and percent of exiting households by destination at exit. Destinations at exit will be grouped into permanent housing, other stable housing outcomes, and outcomes to other locations (e.g., nightly shelter, street, jail, or unknown destinations).
 - b. Length of stay for exiting households
 - i. Data source: HMIS
 - ii. Measures:
 1. Average and median length of program enrollment
 2. Number at percentage of currently participating households enrolled in the program for: less than 3 months, 3 to 12 months, and longer than 12 months

C. Household Characteristics

1. Households served:
 - a. Data source: HMIS
 - b. Measures:
 - i. Number of households served each reporting period and deduplicated count of households served to date



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- ii. Number of households that exited the program within the reporting period and year to date
2. Household characteristics:
 - a. Data source: HMIS
 - b. Measures:
 - i. Number and percent of heads of household by race, ethnicity, and income level at entry (if reported in HMIS for program type)

D. Data quality

1. In order to determine the accuracy and comprehensiveness of the reporting on the above outcome measures, HOST will also collect an HMIS Data Quality Report on the program for each reporting period.
 - a. Data source: HMIS

E. Program narrative reports

1. For each reporting period, the contractor will provide a narrative update on program successes and challenges. This narrative will include information on the extent to which participating households are connected to health and treatment services.

V. Performance Management and Reporting

A. Performance Management

Monitoring will be performed by the program area and Contracting Services. 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. Contracting Services will provide performance monitoring and reporting to program area management. Contracting Services, in conjunction with the HOST program area, 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 supporting invoicing documents in accordance with HOST written requirements. 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



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

Report	Description	Frequency	Reports to be sent to
Case Study Narratives of a successful program	Narratives of guest(s) participating and/or completing program. Must include guest's completed Release of Information	Quarterly	Program Manager
Quarterly Report	Report shall demonstrate achievement of Outcome measures in Section IV.B.	Quarterly	Program Manager
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.	Within 30 days after Term End Date of this contract agreement	Program Manager

VI. Budget

- A. Contractor shall provide the identified services for the City under the support of Denver Human Services using best practices and other methods for fostering a sense of collaboration and communication.



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Invoices and reports shall be completed and submitted on or before the 30th of each month following the month services were rendered 100% of the time. Contractor shall use HOST preferred invoice template, if requested. Invoicing supporting documents must meet HOST requirements.

Invoices shall be submitted to: HOSTContractor_Invoices@denvergov.org or by US Mail to:

Attn: Division of Housing Stability
 201 W. Colfax Ave.
 Denver, Colorado 80202

B. Budget

Unit of Service	Unit Price	Number of Units (Clients)	Total	Narrative
Transitional Residential Treatment	\$58.42	4,380	\$255,880	Up to 4,380 units per year. Unit price per client per day \$58.42 X 4,380
Case Management and Mental Health Slots	\$12.49	7,535	\$94,112	Up to 7,535 units per year. Unit price per client per day \$12.49 x 7,535
Total			\$ 349,992	

Contract Summary of Amounts:

Contract Version	Term	Previous Amount	Additional Amount	New Contract Amount
Base Contract	1/1/17-12/31/17		\$350,000.00	\$350,000.00
1 ST Amendment	1/1/18-12/31/18	\$350,000.00	\$350,000.00	\$700,000.00
2 nd Amendment	1/1/19-12/31/19	\$700,000.00	\$349,992.00	\$1,049,992.00
3 rd Amendment	1/1/20-12/31/20	\$1,049,992.00	\$349,992.00	\$1,399,984.00



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VII. Other Requirements

Use of Homeless Management Information System (HMIS) and Reporting

It is the Department of Housing Stability's policy, in alignment with adopted plans, to require the use of the Homeless Management Information System (HMIS) and the Coordinated Entry System (OneHome) for all federally and locally funded programs addressing the needs of residents experiencing homelessness.

The Contractor agrees to fully comply with the rules and regulations required by the U.S. Department of Housing and Urban Development (HUD) which govern the HMIS¹.

The contractor, in addition to the HUD requirements, shall conform to the HMIS policies and procedures established and adopted by the Metro Denver Homeless Initiative (MDHI) Continuum of Care (CoC). These are outlined in the COHMIS Policies and Procedures², and the COHMIS Security, Privacy and Data Quality Plan³.

Metro Denver Homeless Initiative (MDHI) is the implementing organization for the (HMIS). The HMIS software is called Clarity.

Contractor's aggregate HMIS performance data for projects may be shared with the funder and the community to improve system performance and assist with monitoring. MDHI and/or HOST will monitor contractor compliance and performance on an annual basis through a site visit.

Technical assistance and training resources for HMIS are available to the Contractor via the COHMIS Helpdesk.⁴

HMIS data will be used to monitor performance under this contract in addition to quarterly program narratives. HMIS outcome reports may be sent to HOST directly from MDHI. Contractor will also have access to all outcome reports generated for this contract. Narrative reports will be due to HOST two weeks after each HMIS outcome report is generated and sent to HOST to allow the Contractor the opportunity to address any issues they observe in their outcomes report in that narrative. Outcomes measures and other required reporting as well as the data source for each reporting element are detailed below.

HOST may request aggregate data from MDHI for City related reporting needs.

¹ <https://www.hudexchange.info/programs/hmis/hmis-data-and-technical-standards/>

² <https://cohmis.zendesk.com/hc/en-us/articles/360013991371-Policy-Procedures>

³ <https://cohmis.zendesk.com/hc/en-us/articles/360013991371-Policy-Procedures>

⁴ <https://cohmis.zendesk.com>

Contract Control Number: SOCSV-201952411-03 Jaggaer, 2016-31694-03 Alfresco
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:

By:

Contract Control Number:
Contractor Name:

SOCSV-201952411-03 Jaggaer, 2016-31694-03 Alfresco
DENVER HEALTH AND HOSPITAL AUTHORITY

DocuSigned by:
Amanda Breeden
By: 0ACDB82B6128484...

Amanda Breeden
Name: _____
(please print)
Title: Director, SPARO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)