

AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **MENTAL HEALTH CENTER OF DENVER**, a Colorado non-profit corporation, doing business at 4141 East Dickenson Place, Denver, Colorado 80222 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated May 20, 2019 (the “Agreement”) to provide housing, complete assessments/re-assessments, make referrals, and provide treatment services, including outreach as part of the Denver Wellness Court.

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

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, 2020 (the “Term”).”

2. Section 4 of the Agreement, 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 **Eight Hundred Ninety-Seven Thousand Three Hundred Eighty-Four Dollars and Zero Cents (\$897,384.00)** (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** is hereby deleted in its entirety and replaced with **Exhibit A-1 Scope of Work**, attached and incorporated by reference herein. All references in the original Agreement to Exhibit A are changed to Exhibit A-1.

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

5. This 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.

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Contract Control Number: ENVHL-201952895-01[ENVHL-201947437-01]
Contractor Name: MENTAL HEALTH CENTER OF DENVER

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of:

SEAL **CITY AND COUNTY OF DENVER:**

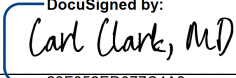
ATTEST: By: _____

APPROVED AS TO FORM: **REGISTERED AND COUNTERSIGNED:**
Attorney for the City and County of Denver
By: _____ By: _____

By: _____

Contract Control Number:
Contractor Name:

ENVHL-201952895-01[ENVHL-201947437-01]
MENTAL HEALTH CENTER OF DENVER

By: 
23F852ED077C4A9...

Name: Carl Clark, MD
(please print)

Title: President and CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A-1
SCOPE OF WORK AND BUDGET
Mental Health Center of Denver
Denver Wellness Court

I. Purpose

The purpose of the contract is to establish an agreement and scope of work between Denver Department of Public Health & Environment (DDPHE) Office of Behavioral Health Strategies (OBHS) and Mental Health Center of Denver (MHCD) to provide assessments, treatment, housing, wraparound and other supportive services to participants in Denver's Wellness Court.

II. Description of Program

Denver Wellness Court seeks to provide an efficient, judicially supervised, accountable, and systemic process to address mental health, substance use, and the success and recovery for persons involved in the criminal justice system with high levels of need. Participants are accepted into the Wellness Court program after meeting both legal and clinical criteria, as established by the Wellness Court Steering Committee.

Services are to be delivered through a dedicated, forensic-oriented MHCD clinical case management team comprised of case managers, therapists, and including a prescriber. The case management team will have criminal justice-specific training, such as criminogenic risk factors, sequential intercept model, Thinking for Change, Moral Reconation Therapy, and Cognitive Behavioral Treatment for criminality; high levels of competence providing wraparound services; and advanced Motivational Interviewing training. Ideally, the team serving this population would be working toward high fidelity to the ACT (Assertive Community Treatment) model.

Services include but are not limited to case management, wraparound services, connection to individual and group therapy, access and connection to a prescriber, referrals and connection to appropriate housing, and referral and connection to other supports such as substance use treatment, medical appointments, etc.

Denver Wellness Court funds will be used to assist in providing and/or obtaining housing and wraparound services, including medical and/or dental expenses not covered by Medicaid or other insurance, for at least 40 court-referred participants. Funds may only be used for persons participating in the Denver Wellness Court.

III. MHCD Responsibilities

A. Housing Assistance

1. Housing is not guaranteed for participants and units may be in scattered site locations throughout Denver. Coordination with Denver Housing Authority (DHA) and other housing providers is strongly encouraged and expected.
2. MHCD Wellness Court case managers will ensure each participant completes the VI-SPDAT (Vulnerability Index – Service Prioritization Decision Assistance Tool) to increase housing opportunities through various Denver and Colorado housing initiatives.
3. MHCD will make all reasonable efforts to secure housing within available housing options. Based on participant eligibility for housing assistance, as determined by the Wellness Court team, temporary or permanent housing will



EXHIBIT A-1
SCOPE OF WORK AND BUDGET
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Denver Wellness Court

- be secured by MHCD Wellness Court case managers. The housing provided will be based on what is appropriate for each participant. Upon participant termination from Wellness Court, housing will not be paid from OBHS funds.
4. MHCD Wellness Court case managers will work diligently to ensure participants access all housing opportunities available to them including, but not limited to, up to three (3) Beacon Place beds and ten (10) Transitional Residential Treatment TRT beds.
 5. As a part of their duties, case managers will explore and use other possible payment avenues including Supplemental Security Income (SSI) and Social Security Disability Insurance (SSDI), employment, family, etc. to pay for some or all of housing.
 6. Case managers will directly teach and coach participants in independent living skills and household management skills or coordinate with others to provide those resources.
 7. MHCD and case managers will work to build and maintain positive relationships with landlords and mediate landlord/tenant issues as they arise when an authorization to release information has been signed.
- B. Ensure housing and wrap-around funds are only used to treat persons referred from Denver Wellness Court.
 - C. Ensure appropriate documentation, tracking, and billing of program expenses related to treatment, housing and outcomes.
 - D. Complete assessments, providing a list of persons assessed and the frequency of the follow-up.
 - E. Conduct outreach by meeting with participants in the community, in jail, TRT bed, etc. Actively search for participants who abscond in the community (homeless outreach workers, shelters, etc.).
 - F. Refer participants as appropriate for specialized substance treatment services.
 - G. Provide program evaluation on participant and program outcomes as described in the Outcomes section.
 - H. Ensure appropriate documentation of services provided and case history in accordance with the State of Colorado, Office of Behavioral Health licensing standards.
 - I. Obtain participant release of information signatures for relevant service providers utilized by the participant currently and in the past year, including hospitals if available and accessible. Include OBHS and Denver Wellness Court on the release if person served consents.
 - J. Make referrals to and follow-up with benefit acquisition resources as appropriate for every participant and ensure paperwork and documentation is completed and submitted for participants who are eligible for federal, state and local benefits.



EXHIBIT A-1
SCOPE OF WORK AND BUDGET
Mental Health Center of Denver
Denver Wellness Court

IV. Process and Outcome Measures

A. Process Measures

1. Assessments performed by MHCD for needs and progress are tracked throughout the program.
2. Number of active persons in MHCD treatment resources six months post initial referral are tracked.
3. Number of persons served enrolled in Medicaid or other insurance.
4. Contractor shall submit accurate and timely invoices in accordance with the requirements of this Agreement.

B. Outcome Measures

1. Caseloads will not exceed a ten-person ratio per case manager.
2. 100% of eligible persons served are scheduled for intake within 72 hours of pleading into the Wellness Court program.
3. Invoices and reports shall be completed and submitted on or before the 22nd day following the month in which services were rendered. Contractor shall use the DDPHE preferred invoice template, if requested.

V. Performance Management and Reporting

A. Performance Management

1. Monitoring will be performed by the assigned DDPHE representative and may include:
 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 and Financial Monitoring: Review and analysis of:
 - a. Current program information to determine the extent to which contractors are achieving established contractual services.
 - b. Financial systems and billings to ensure that contract funds are allocated and expended in accordance with the terms of the agreement. Program manager will manage any performance issues and will develop interventions that will resolve concerns.
 3. Compliance Monitoring: Monitoring to ensure that the terms of the contract document are met, as well as Federal, State, and City legal requirements, standards and policies.



EXHIBIT A-1
SCOPE OF WORK AND BUDGET
Mental Health Center of Denver
Denver Wellness Court

VI. Reporting

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

Report Name	Description	Frequency	Report to be sent to:
Semiannual Participant Status Report	<p>Provide the following data for participants in active treatment with MHCD during the reporting timeframe on an individual basis, including name and DOB.</p> <p>Housing:</p> <ol style="list-style-type: none"> 1. Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT) status. Report will include number completed and submitted; not completed; and score. 2. Housing status – status at intake and number of weeks to obtain housing. 3. Housing situation – including eligible types – hotel, apartment, treatment facility, Beacon Beds, and TRT Beds, including dates. <p>Treatment</p> <ol style="list-style-type: none"> 1. Referrals – include type and how long it took to receive services (if that information is available). 2. Outreach – Location and date 3. Treatment – dosage and date <p>Benefit enrollment</p> <ol style="list-style-type: none"> 1. State benefit status – Medicaid, food stamps, etc. 2. Federal benefit status – SSI and SSDI status per participant including application date <p>Screening and Assessment Scores</p> <ol style="list-style-type: none"> 1. Pre- and reassessed scores and dates on any assessments 2. Wellbeing Action Plan and Graduation Application for those preparing to complete 	Every six months	OBHS@denvergov.org



EXHIBIT A-1
SCOPE OF WORK AND BUDGET
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Denver Wellness Court

Contract Summary Report	Summary report of housing, wraparound, incentive and outcome services provided pursuant to this agreement. Data will include total budget per line item, amount spent, and an explanation as to unspent funds, etc.	Contract end, within 60 days after term end	OBHS@denvergov.org
Other reports as reasonably requested by the City	To be determined (TBD)	TBD	TBD



EXHIBIT A-1
SCOPE OF WORK AND BUDGET
Mental Health Center of Denver
Denver Wellness Court

VII. Budget

- ⌚ DDPHE will only pay for non-Medicaid-billable services. Number of participants served may be modified depending on costs and availability of funds. Payment will be based on monthly invoice and appropriate documentation.
- ⌚ MHCD will explore and utilize all available housing options available to them prior to utilizing these funds.
- ⌚ MHCD will invoice for budgeted items on a cost-reimbursement basis. Invoices will include documentation to support costs expensed.
- ⌚ MHCD evaluation team to provide semiannual participant outcome/status reports as part of the Indirect Costs.

Contractor Name:	Mental Health Center of Denver	
Program Name:	Denver Wellness Court	
Contract Term:	January 1, 2020 to December 31, 2020	
Item	Amount	Narrative
Housing	\$365,167.00	Costs of housing support and services for eligible participants, may include rent deposit, utilities, move in costs, etc. In some cases, a participant may be able to pay for part of the costs of housing and the program will assist with the balance of costs. Housing can only be paid while the participant is under court supervision.
Supportive and Wrap-around Funds	\$25,000.00	Provides supportive wrap-around costs for participants. Fees for the procurement of birth certificates and personal identifications to meet Colorado's "lawful presence" requirements; non-Medicaid billable medical, medication and dental expense such as eye exams, clinical/dental co-pays; bedding; personal care expenses such as shoes, underwear, socks. Transportation expenses such as bus vouchers, cab fees to court and treatment; housing expenses such as application fees, fees for moving, renter's insurance, telephone and utilities fees, minor damage repair to apartments/hotels as appropriate.
Sub Total	\$390,167.00	
Indirect Costs	\$78,033.00	
Total Amount	\$468,200.00	Total budget not to exceed \$468,200.00 for contract term.