

## FOURTH AMENDATORY AGREEMENT

This **FOURTH AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **THE EMPOWERMENT PROGRAM, INC.**, a nonprofit corporation, with an address of 1600 York Street, Denver, CO 80206 (the “Contractor”), and collectively (“the Parties”).

### RECITALS:

**A.** The Parties entered into an Agreement dated July 13, 2018, an Amendatory Agreement dated April 9, 2019, a Second Amendatory Agreement dated August 20, 2019 and a Third Amendatory Agreement dated December 2, 2020 (collectively, the “Agreement”) to provide case management for LEAD participants diverted from prostitution and to provide assessment, case planning, case management, peer coaching and trauma-informed clinical services for substance abuse and mental health.

**B.** The Parties wish to amend the Agreement to extend the term and 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 **April 1, 2018**, and will expire on **June 30, 2022** (the “Term”).”

2. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT**” Sub-section d. 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 **ONE MILLION FIFTY-FOUR THOUSAND NINE HUNDRED SEVENTY-EIGHT DOLLARS AND ZERO CENTS (\$1,054,978.00)** (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, Exhibit A-1, Exhibit A-2 and Exhibit A-3 are hereby deleted in their entirety and replaced with Exhibit A-4 Scope of Work and Budget, attached and incorporated by reference herein. All references in the original Agreement to Exhibit A, Exhibit A-1, Exhibit A-2 and Exhibit A-3 are changed to Exhibit A-4.

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

5. This Fourth 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-202158938-04[ENVHL-202055933-04]  
**Contractor Name:** THE EMPOWERMENT PROGRAM INC

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:

\_\_\_\_\_

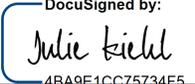
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By:

\_\_\_\_\_

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

ENVHL-202158938-04[ENVHL-202055933-04]  
THE EMPOWERMENT PROGRAM INC

By:  \_\_\_\_\_  
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Name: Julie Kiehl  
(please print)

Title: Executive Director  
(please print)

ATTEST: [if required]

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

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

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

## **EXHIBIT A-4 SCOPE OF WORK**

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

The purpose of this contract is to establish a scope of work between the Empowerment Program and the Office of Behavioral Health Strategies (OBHS). The Empowerment Program will be the case management and wrap around support provider for all Law Enforcement Assisted Diversion (LEAD) participants referred to the program by members of the Denver Police Department and local community organizations.

### **II. Services**

The Empowerment Program LEAD Case Managers will partner with Denver Police Department (DPD) and local community organizations to facilitate referrals into the program through warm hand off diversions and social contact referrals. Participants must be referred through law enforcement or community partners. The Empowerment program will offer comprehensive wrap around services for program participants. Wrap around services will include housing assistance, mental health support, harm reduction tactics for substance use, assistance with basic needs, transportation support, and employment seeking. All participants must be screened within 30 days of referral using the Global Appraisal of Individual Needs. All services are provided with the intent to reduce harm, improve the participant's quality of life, and decrease the likelihood of recidivism.

### **III. Process and Outcome Measures**

#### **A. Process Measures**

- Reinforce, foster and create effective, collaborative partnerships among police and other first responders, mental health practitioners, and other community stakeholders
- Facilitate the return of law enforcement units to patrol activities
- Track the number of individuals diverted from law enforcement into LEAD
- In Fiscal Year 22: (July 1, 2021 to June 30, 2022): 50 participants will be diverted in lieu of arrest or referred to services
- Obtain and enter client data between all stakeholders into the LEAD CiviCore Database
- Track the level of engagement (enter all contacts and activities into CiviCore Database); include the type of service they engaged with

#### **B. Outcome Measures**

- Increase client engagement in behavioral health services.
- Track referrals, and enrollment into services.
- Collaborate with LEAD stakeholders (law enforcement, prosecutors, case management providers, treatment providers) to increase the diversion of individuals with low- level offenses who have mental health and substance use disorders to services in lieu of arrest.

- Build the capacity of existing service providers in Denver to provide navigational and supportive case management services to LEAD participants—resulting in services that are more accessible to participants
- Determine the effectiveness of the pilot Denver LEAD program

#### IV. Performance Management and Reporting

##### A. Performance Management

Empowerment will ensure invoices and reports are completed and submitted on or before the 15<sup>th</sup> of each month 100% of the time.

Track and report costs of services covered by federal resources and therefore not billable to this contract.

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. OBHS program administrator 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 the program administrator. The program administrator will review the quality of the submitted invoice monthly. The program administrator 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 Name	Description	Frequency	Reports to be sent to:
1. Participant Data	Individuals who are considered for the LEAD program must be entered into	15 days after the close of	LEAD Program Administrator

	<p>the grant's data system and shall include:</p> <ul style="list-style-type: none"> <li>• Name, DOB and demographics</li> <li>• Referral/entry source</li> <li>• Intake/Assessment and any re-assessment data</li> <li>• Track case/navigation plan including completion of needs</li> <li>• Track activity log</li> <li>• Track status of participants</li> <li>• Track outside services</li> <li>• Track substance usage</li> </ul>	each quarter	
2. Invoices and funding	Monthly Expenditures: Include itemized invoices, amount billed to another source of funds (e.g., Medicaid)	Monthly	LEAD Program Administrator and CPMC Manager

## V. Budget

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. Invoicing supporting documents must meet contract requirements.

Invoices shall be submitted to: [kevin.kelly@denvergov.org](mailto:kevin.kelly@denvergov.org)

SFY 2018 – 2,000

SFY 2019 – 160,252

SFY 2020 – 170,574

SFY 2021 - \$340,000

SFY 2022 – \$365,000

Total - \$1,054,978

Item:	SFY III Budget
4 FTE Case Managers	\$185,000
Fringe Benefits @ 27.3% Includes FICA, worker's compensation, paid leave, health insurance and/or group-term life insurance coverage	\$50,505
Cellphone plan \$92.00 monthly for 12 months and any other technology needs	\$3,508
Wrap around and ancillary services to support participant stability	\$132,189

Indirect Cost Rate @ 3%	\$10,950
<b>TOTAL BUDGET</b>	<b>\$382,152</b>