

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 **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, and a Second Amendatory Agreement dated August 20, 2019 (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, 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, 2021** (the “Term”).”

2. Section 4 of the Agreement entitled “**Compensation and Payment**” Sub-section d. entitled “**Fees and Expenses**” 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 **SIX HUNDRED SEVENTY-TWO THOUSAND EIGHT HUNDRED TWENTY-SIX DOLLARS AND ZERO CENTS (\$672,826.00)** (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 and Exhibit A-2** are hereby deleted in their entirety and replaced with **Exhibit A-3 Scope of Work and Budget**, attached and incorporated by reference herein. All references in the original Agreement to Exhibit A, Exhibit A-1 and Exhibit A-2 are changed to Exhibit A-3.

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

5. This Third 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-202055933-03[ENVHL-201950614; ALF
201843213]
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

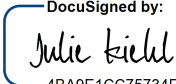
By:

By:

By:

Contract Control Number:
201843213]
Contractor Name:

ENVHL-202055933-03[ENVHL-201950614; ALF
THE EMPOWERMENT PROGRAM INC

By:  _____
4BA9E1CC75734F5...

Name: Julie Kiehl _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EMPOWERMENT SCOPE OF WORK Exhibit A-3

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.

II. Services

The Empowerment Program LEAD Case Managers will partner with Denver Police Department (DPD) to facilitate referrals into the program through warm hand off diversions and social contact referrals. Participants must be referred through law enforcement. 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 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 21: (July 1, 2020 to June 30, 2021): 200 contacts will be made by law enforcement, and 100 participants will be diverted to services in lieu of arrest
- Obtain and enter client data between all stakeholders into the Contractor Tracking Sheet
- Track the level of engagement (enter all contacts and activities into Contractor Spread Sheet); 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 prostitution or 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 15th 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:
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1. Participa nt Data	Individuals who are considered for the LEAD program must be entered into the grant's data system and shall include: <ul style="list-style-type: none"> • Name, DOB and demographics • Referral/entry source • Intake/Assessment and any re-assessment data • Track case/navigation plan including completion of needs • Track activity log • Track status of participants • Track outside services • Track substance usage 	15 days after the close of each quarter	LEAD Program Administrator
2. Invoices and funding	Monthly Expenditures: Include itemized invoices, amount billed to another source of funds (e.g., Medicaid)	Monthly	LEAD Program Administrator and CPC Manager

V. Budget

Invoices and reports shall be completed and submitted on or before the 15th 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

Item:	SFY 2021 Budget
2 FTE Case Managers	\$120,000
Fringe Benefits @ 27.3% Includes FICA, worker's compensation, paid leave, health insurance and/or group-term life insurance coverage	\$32,760
Cellphone plan \$92.00 monthly for 12 months	\$2,208
Wrap around and ancillary services to support participant stability	\$175,523
Indirect Cost Rate @ 3%	\$9,509

TOTAL BUDGET

\$340,000