

FIFTH AMENDATORY AGREEMENT

This **FIFTH 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 Colorado nonprofit corporation with an address of 1600 York Street, Denver, Colorado 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, a Third Amendatory Agreement dated December 2, 2020, and Fourth Amendatory Agreement dated August 9, 2021, (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, update paragraph 19-No Employment of Illegal Aliens, update paragraph 22-No Discrimination in Employment, amend the scope of work, and amend the 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, 2023** (the “Term”).”

2. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT:**” Subsection A. entitled “**Fees and Expenses:**” is hereby deleted in its entirety and replaced with:

“**A. Fees and Expenses:** The City shall pay and the Contractor shall accept as sole compensation for services rendered under the Agreement an amount not to exceed **ONE MILLION FOUR HUNDRED FIFTY-EIGHT THOUSAND ONE HUNDRED NINETY-SEVEN DOLLARS AND NO CENTS (\$1,458,138.00)** (the “**Maximum Contract Amount**”),

to be used in accordance with the Budget contained in **Exhibit B**. The Amounts billed may not exceed the budget set forth in **Exhibit B**. The Contractor certifies the budget line items in **Exhibit B** contain reasonable allowable direct costs and allocable indirect costs in accordance with 2 CFR, Part 200, Subpart E.”

3. Section 19 of the Agreement entitled “**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:**” is hereby deleted in its entirety and replaced with:

“19. NO EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

b. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(3) It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days

after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(6) It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

c. The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.”

4. Section 22 of the Agreement entitled “**NO DISCRIMINATION IN EMPLOYMENT**” is hereby deleted in its entirety and replaced with:

“**22. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.”

5. **Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, and Exhibit A-4** are hereby deleted in their entirety and replaced with **Exhibit A-5, Scope of Work**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, and Exhibit A-4** are changed to **Exhibit A-5**.

6. **Exhibit B, Exhibit B -1, Exhibit B -2, Exhibit B-3, and Exhibit B-4** are hereby deleted in their entirety and replaced with **Exhibit B-5, Budget**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit B, Exhibit B -1, Exhibit B -2, Exhibit B-3, and Exhibit B-4** are changed to **Exhibit A-5**.

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

8. This Fifth 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-202264538-05 [ENVHL-201843213-05]
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:
Contractor Name:

ENVHL-202264538-05 [ENVHL-201843213-05]
THE EMPOWERMENT PROGRAM, INC.

By:  _____
4BA9E1CC75734F5...

Name: Julie Kiehl
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-5
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 approved community partners. The Empowerment program will offer comprehensive wrap around services for program participants. Wrap around services will include case management, counseling, minimal housing assistance, mental health and substance use, harm reduction, assistance with basic needs, transportation, employment and other supports, as needed and appropriate. All referrals must receive follow through within 72 hours and all participants must be screened within 30 days of referral using the Global Appraisal of Individual Needs (GAIN), and re-screened every six months for progress measures. 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.
- Dedicate staff to respond to referrals from police and partners within 72 hours of a referral
- Coordinate with police or other referrers, as appropriate, to complete and record "Arrest Cover Sheets" for every diversion.
- Facilitate the return of law enforcement units to patrol activities.
- Track the number of referrals, including type and source of referral.
- Track the number of individuals diverted from law enforcement into LEAD, including type of diversion and outcome.
- In Fiscal Year 23: (July 1, 2022 to June 30, 2023): 50 participants will be diverted in lieu of arrest and referred to services.
- Dedicate staff to provide intensive case management and comprehensive wraparound services to LEAD participants.
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EXHIBIT A-5
SCOPE OF WORK

B. Outcome Measures

- Increase client engagement in wraparound services, including behavioral health 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
- Obtain and enter client data between all stakeholders into the LEAD CiviCore Database
- Identify and track progress of needs through the Global Appraisal of Individual Needs (GAIN) tool
- Track the level of engagement (enter all contacts and activities into CiviCore Database) including type of service(s) and other details.
- Collaborate with Program Administrator and grant providers to review, analyze understand and evaluate processes, impacts and outcomes of the pilot Denver LEAD program.
- Work with Program Administrator to identify areas of improvement and adjust program policies, procedures and data collection accordingly.
- Continue to update work plan and activities, policies and procedures in alignment with research and best practices around LEAD and other diversion models.

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.

Track and report costs of services covered by federal resources and third-party insurance (i.e. Medicaid, private insurance, etc.), 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.

EXHIBIT A-5
SCOPE OF WORK

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	<p>Individuals who are considered for the LEAD program must be entered into the grant’s data system and shall include:</p> <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 <p>Participant data should be updated regularly to include progress, including GAIN assessment and other progress measures, as appropriate.</p> <p>Additional reporting measures may also be requested, as needed, from the Program Administrator, for the purposes of program evaluation and reporting to stakeholders. The Program Administrator will provide advance notice and support, when possible and as appropriate, for the</p>	15 days after the close of each quarter	LEAD Program Administrator

EXHIBIT A-5
SCOPE OF WORK

	Contractor to collect and prepare the requested data.		
2. Invoices and funding	Monthly Expenditures: Include itemized invoices, amount billed to another source of funds (e.g., Medicaid, private insurance, et.)	Monthly	LEAD Program Administrator

V. Budget

Invoices and reports shall be completed and submitted on or before the 15th of each month following the month services were rendered. Invoicing supporting documents must meet contract requirements.

Invoices shall be submitted to: Viet-Tien.Tong@denvergov.org

Item:	SFY III Budget
3 FTE Case Managers+ 1 FTE Program Manager	\$195,000
Fringe Benefits @ 27.3% Includes FICA, worker's compensation, paid leave, health insurance and/or group-term life insurance coverage	\$40,000.00
Cellphone plan \$92.00 monthly for 12 months and any other technology needs	\$1,000
Staff Travel	\$2,400
Wrap around and ancillary services to support participant stability	\$145,000
Indirect Cost Rate @ 3%	\$19,760
TOTAL BUDGET	\$403,160