

## 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 **MENTAL HEALTH CENTER OF DENVER**, a Colorado nonprofit corporation, (d/b/a Wellpower), whose address is 4141 East Dickenson Place, Denver, Colorado 80222 (the “Contractor”), jointly (“the Parties”).

### RECITALS:

**A.** The Parties entered into an Agreement dated February 17, 2022, an Amendatory Agreement dated January 12, 2023, and a Second Amendatory Agreement dated January 10, 2024 (collectively, the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, Scope of Work and Budget, to the City’s satisfaction.

**B.** The Parties wish to amend the Agreement to extend the term, increase maximum contract amount, add paragraph 35-Compliance with Denver Wage Laws, amend the scope of work exhibit, amend the budget exhibit, and add Exhibit E-Data Use and Sharing Agreement.

**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, 2022**, and will expire on **December 31, 2025** (the “Term”). The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. 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.”

2. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT:**”, subsection **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 **FOUR MILLION THREE HUNDRED FIVE THOUSAND FIVE HUNDRED FORTY-ONE DOLLARS AND NO CENTS (\$4,305,541.00)** (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. Section 35 of the Agreement entitled "**COMPLIANCE WITH DENVER WAGE LAWS:**" is hereby added to the Agreement as follows:

**"35. COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein."

4. All references in the original Agreement to **Exhibit A, Scope of Work** now refer to **Exhibit A, Exhibit A-1, Exhibit A-2, and Exhibit A-3. Exhibit A-3** is attached and incorporated by reference herein.

5. All references in the original Agreement to **Exhibit B, Budget** now refer to **Exhibit B, Exhibit B-1, Exhibit B-2, and Exhibit B-3. Exhibit B-3** is attached and incorporated by reference herein.

6. **Exhibit E** entitled "**Data Use and Sharing Agreement**" is hereby added to the Exhibit List and the Agreement. **Exhibit E** is attached and incorporated by reference herein.

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

8. 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-202477172-03/ ENVHL- 202160835-03  
**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-202477172-03/ ENVHL- 202160835-03  
MENTAL HEALTH CENTER OF DENVER

By: \_\_\_\_\_  
DocuSigned by:  
*Carl Clark, MD*  
E0C854D515614C8...

Name: Carl Clark, MD  
(please print)

Title: President/CEO  
(please print)

ATTEST: [if required]

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

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

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

EXHIBIT A-3  
SCOPE OF WORK  
MENTAL HEALTH CENTER OF DENVER d/b/a WellPower  
STAR Expansion Community Support Services- Emergency Response

**Purpose of Agreement**

The Support Team Assisted Response (STAR) Program is a multidisciplinary team comprised of a van response having a Licensed Mental Health Professional and a EMT/Paramedic. STAR also provides Wraparound and follow-up services for ongoing behavioral health and other community resources. STAR is a civilian emergency response program that is dispatched by Denver 9-1-1 to low acuity, low intensity calls for service. STAR provides person-centric and trauma-informed mobile crisis response to Denver community members who are experiencing problems related to mental health, poverty, homelessness, and/or substance use issues.

STAR provides an alternative, trauma-informed, and collaborative response to crises related to mental health, substance use, poverty, and homelessness with a harm-reduction focus. The goal is to provide quality care to the community of Denver by utilizing the most appropriate and least restrictive level of care and intervention through on scene behavioral health assessments, crisis intervention and management, emotional support and de-escalation, courtesy transportation, and connection to appropriate resources and wraparound services. STAR aims to support individuals in crisis and improve outcomes by diverting individuals away from the criminal justice system and emergency departments when possible and appropriate.

The purpose of the Support Team Assisted Response (STAR) Program is to respond to low-risk behavioral health calls with an EMT/Paramedic and a Licensed Behavioral Health Clinician to provide in-the-moment crisis intervention and management, de-escalation and connection to appropriate resources, including follow-up and wraparound services through the STAR Community Partners following encounters with a STAR van. STAR vans provide quality care to the community of Denver by utilizing the most appropriate and least restrictive level of care and intervention through on scene behavioral health assessments, crisis intervention and management, emotional support and de-escalation, courtesy transportation, and connection to appropriate resources and wraparound services. The City and County of Denver (CCD) will contract with WellPower to provide clinical staff for the van.

*The objectives of the STAR Program are to:*

- a. Provide an alternative, trauma-informed, and collaborative response to traditional emergency response services with a harm-reduction focus.
- b. Support individuals in crisis and improve outcomes by diverting individuals away from the criminal justice system and emergency departments.
- c. Provide support and connection to appropriate resources and low barrier follow up care.
- d. Increase connection to behavioral health services and community resources for those reached by STAR via the STAR Community Partner Network.
- e. Improve information sharing across systems and service providers involved in administering STAR.

STAR Program Staff will bring the following values to the STAR Program:

a. Culturally Responsive

- Culturally responsive care recognizes a person's crisis experience and presentation may differ by culture; each person deserves care that is specific to and respects their culture.
- STAR staff are hired to better reflect the lived experiences and social identities of the people we serve and engage in continuous education to increase cultural awareness in crisis situations.

b. Linguistically Specific

- Linguistically specific care ensures people of all languages receive excellent care.
- STAR staff work with interpreters and translators in all spoken and signed languages. When hiring, STAR staff also seek bilingual staff to more directly provide linguistic specific care.

c. Holistic

- Holistic care recognizes the whole person and connects people to a continuum of care.
- STAR staff provide connections to long-term supportive services and treatment to those in crisis. Holistic care aims to reduce the need for crisis services.

d. Do No Harm

- A "do no harm" approach seeks to reduce risk knowing not every crisis can be fully resolved.
- STAR staff build trust with the person in crisis and connect them to resources that support their safety, stability and connection, utilizing a harm reductionist approach.

e. Healthy De-Escalation

- Healthy de-escalation includes using verbal techniques to reduce the severity of the crisis while beginning to engage in conflict/crisis resolution.
- STAR staff are trained and receive ongoing training in the principles of de-escalation and how to engage with a person in crisis and strive to continually increase cultural inclusivity in their practices.

f. Problem Resolution

- Problem resolution addresses the acute crisis and any immediate risk of harm.
- STAR staff identify, navigate, and work to find solutions by collaborating with community partners in addition to connecting people to long-term supports.

g. Healthy Outcomes

- Most calls relate to public health issues and social determinants of health.

- STAR staff will act as an entity to help improve community health and mental health outcomes for people served.
- h. Community Empowerment and Resilience
- Person-centered care honors the wisdom and resilience of each person.
  - STAR staff support people in making their own health decisions and listen deeply to community perspectives by applying feedback in efforts to build trust with people while supporting communities in self-determination. This includes entities outside of city agencies.
- h. Alternatives to Policing
- STAR staff are triaged through Denver 911 to calls where STAR is the appropriate response to a person in crisis.
  - Denver Health and Hospital Authority (DHHA) sends appropriate medical professionals to mental health distress calls triaged through Safety, in collaboration with STAR Program Partners
- h. Non-Violence
- Non-violent approaches to care include intervention techniques that minimize the crisis without physical intervention.
  - STAR staff will be committed to non-violence by utilizing rapport building, constructing alternatives/supports to minimize a crisis situation, and verbal de-escalation.
- h. Trauma-informed
- Trauma informed care recognizes the need for physical, emotional and psychological safety when responding to a crisis.
  - STAR staff will recognize the needs of individuals may be impacted by systemic and/or personal harm. STAR staff will use a person centered approach to empower individuals to collaboratively work towards recovery and reduce the need for crisis intervention and response.

By following these values, we aim to reduce the need for crisis services and address inequities in care.

**I. Services**

1. The STAR Van Clinicians will:
  - A. Provide crisis intervention, de-escalation, behavioral health evaluations, safety risk assessments, and system navigation for individuals, in the city and county of Denver, through triaged calls from the STAR dedicated phone number, the Public Safety non-emergency line or 911 Emergency Services. In instances where appropriate, clinicians will engage individuals in crisis in collaborative safety planning and means restriction.



- B. In instances where the individual is presenting with acute safety concerns and not appropriate for safety planning, a licensed clinician will determine the most appropriate level of care (i.e. ED, Crisis Stabilization, etc.).
  - C. Assist in supporting the self-identified needs of individuals served. This includes but is not limited to:
    - a. Assistance in system navigation
    - b. Connection (or reconnection) to service providers, transporting to low barrier treatment options or safe locations in collaboration with the individual as appropriate.
    - c. Along with the Denver Health and Hospital Authority (DHHA) EMT/Paramedic, provide courtesy transportation in situations where it is safe for both the individual in crisis and the van staff.
    - d. Referral and connection to appropriate resources that can be utilized for support and system navigation post crisis provided through STAR Community Partners Network.
    - e. Engage in ongoing trainings and continuous education in various subject areas including but not limited to diversity, inclusiveness, and social equity, risk assessments, crisis intervention/management, safety planning, means restriction, and various resources available in the City and County of Denver.
2. Deploy response teams that include Licensed Behavioral Health Clinicians. Unlicensed behavioral health clinicians who are within 12 months of licensure and under WellPower clinical supervision may be considered based upon specific program staffing needs and approved by CCD as necessary and appropriate.
  3. Be available for 16 hours daily (7 days per week) based on assessed need, with current staffing levels, and up to 24 hours daily, with future appropriated staffing levels
    - a. There are limited exceptions for staff availability, which may cause a slight reduction in community response. Trainings will be scheduled to have a minimal impact on community response but may require modified schedules for STAR van availability. WellPower will collaborate with CCD to schedule times with the least impact to service.
      - i. Clinical staff will attend bi-weekly (every other week) team meetings, governed by the WellPower Clinical Manager, which can last up to 2 hours, and may include pre-planned trainings.
      - ii. STAR Clinicians are required to attend a 1-hour individual clinical supervision meeting, in compliance with clinical ethical standard practice. Clinical supervision will be scheduled with minimal reductions in STAR van service. STAR vans will be available during this time at a reduced rate.
      - iii. Attend quarterly in-service training days in collaboration with, and/or identified by CCD to ensure quality compliance, ethical standards, and best practice of care standards are met by STAR staff.

- iv. Complete annual Criminal Justice Information Systems/Services (CJIS) training prior to expiration of certificate to ensure staff are able to maintain access to criminal justice information required for operations of STAR vans. A completed and active CJIS certificate is required of any staff member prior to working on a van; this includes new hires.
    - v. Clinical staff will attend on-going trainings that provide them with continuing education regarding their clinical work and/or trainings related to vicarious trauma (or similar trainings), and/or professional development, in collaboration with CCD.
  - b. All clinical staff are required to attend WellPower all-staff meetings, and team building practicums three (3) times per year, for at least a half day for each session.
  - c. If staffing cannot be maintained this will be communicated with CCD and a reduction in service may be approved.
  - d. WellPower will inform CCD, and STAR program partners before any planned reduction in availability due to staff training, engagement, and/or wellness needs. The expectation is for 30 days' notice to be provided. In instances where there is not 30 days' notice, WellPower will inform CCD, and STAR program partners upon learning of the planned reduction in availability.
- 4. WellPower will:
  - a. Provide STAR van clinical staff with training that includes best practices related to required activities of the team, including cultural responsiveness training specific to populations served, universal precautions, and biohazard waste disposal. CCD may review and recommend changes to training curriculum. Additional trainings may include, but are not limited to: verbal de-escalation; diversity, equity and inclusion; non-violent crisis intervention; safety training; M-1/27-65 training and targeted learning on underserved and underrepresented marginalized populations present in the City and County of Denver, which includes LGBTQI+, BIPOC, IDD populations, and youth.
  - b. Additional trainings may be offered to WellPower, by a STAR program partner, in collaboration with WellPower Clinical Program Manager.
  - c. Secure any protected health information (PHI) resulting from service delivery according to applicable federal, state and local law and rules, with robust policies and procedures in place to maintain the confidentiality of protected health information. In compliance with HIPAA CFR 164.506, PHI for individuals who have engaged with STAR vans may be disclosed to other STAR providers (WellPower, DHHA, STAR Community Partner Network, and CCD) involved in care and treatment of that individual and overall operations of the program for the purposes of coordination and continuity of care.
  - d. Deliver telehealth services via encrypted technology compliant with HIPAA.

- e. Have signed and dated confidentiality agreements for all staff.
  - f. Hold in confidence proprietary data or confidential information that may be owned or controlled by the City or may be owned or controlled by other governmental entities and is collected in the performance of services. Vendor may only use this data and confidential information for the performance of services. Vendor will be required to handle, maintain, and protect all such data or information in accordance with any applicable local, state or federal laws, rules or regulations that may apply.
  - g. Participate in formative and process evaluation as part of the ongoing activities of the STAR program.
5. Funds provide for two full-time salaried, exempt status, WellPower licensed Clinical Program Managers, and salaried, full-time equivalent WellPower clinicians to provide a response to persons in distress or in need of appropriate interventions in the community. Additionally, funds will provide for a 0.5 WellPower Evaluator to assist with program evaluation and on-call staff to fill in for supervisory needs.

**6. Clinical Program Manager Position Summary**

- A. The Clinical Manager is responsible for the overall WellPower clinical program. The Clinical Manager is responsible for program documentation, development, and completion; data collection and reporting according to licensure, state requirements and program metrics; troubleshooting and continuous process improvement; and coordination and collaboration with all STAR Program Partners. Additionally, the manager will work in partnership with STAR program staff and partners to develop policy and service implementation. The Clinical Manager proactively builds and maintains positive relationships with the business community and other public and private entities.
- B. The Clinical Manager ensures clinicians have knowledge of individuals cultural, religious, ethnic, and social systems interactions, care planning and education. Clinical Manager will grow and develop ongoing culturally specific trainings to help develop a more educated and culturally understanding team.
- C. The Clinical Manager has the ability to perform 27-65 (M-1) evaluations, has a working knowledge of basic physical health issues and terminology, and has experience working with persons with severe and persistent mental illness, homelessness, and substance use disorders.
- D. The Clinical Manager is an employee of and supervised by WellPower and has a dual reporting function with WellPower and coordination with CCD. The Clinical Manager fulfills and meets the requirement and responsibilities of the Clinical Manager job description and can perform all the roles and responsibilities of the WellPower clinicians. The Clinical Manager is required to be a Colorado licensed clinician, LCSW or LPC. Dual language, Spanish speaking, is preferred. A criminal background check is required. Clinical Managers and Clinicians are required to be Criminal Justice Information Services (CJIS) certified. The Clinical Manager must be able to work cooperatively with uniform DPD officers and other criminal justice agencies, and emergency responders. Upon request CCD will be included in the hiring process for any new clinical program manager.

- E. The Clinical Manager works in collaboration with STAR Program Partners and attends regularly scheduled meetings as required.
- F. The Clinical Manager will work requested STAR events, when available; will work with 911-Emergency Communications, when available; and will train and/or meet with outside entities interested in learning about STAR, and/or potential future STAR Program partners, when available.

**7. Clinician Position Summary**

- A. Provides field-based behavioral health evaluations/problem identification, distress interventions, system navigation and when needed, short-term pro-active engagement of individuals previously contacted in the community. Develops short-term case/safety/crisis plan and provides interventions and connections to appropriate treatment with follow-up at disposition times.
- B. While supporting individuals in crisis, assist individual's in accessing needed connections to services where transportation may be the immediate barrier.
- C. Educate and support communities unfamiliar with resources and community supports about available options, through discussions and education, as well as through referral or linkage to specific community supports.
- D. Coordinates access/provide appropriate referrals for medication/primary care needs of individuals with psychiatrists, nurses, and other health sources as available.
- E. Maintains accurate and timely clinical records and enters data and completes reports consistent with WellPower standards.
- F. Clinicians will document encounters in WellPower's electronic health record (EHR) system in accordance with WellPower's timely documentation standards.
- G. Possess knowledge of crisis intervention and trauma. Has the ability to provide brief crisis intervention and support in a trauma informed, individual centered approach. Experienced in working with individuals with severe and persistent mental illness and individuals with high levels of substance misuse and homelessness.
- H. Possess knowledge of community resources.
- I. Has the ability to assess for and author 27-65 (M-1) hold for individuals who meet criteria. Unlicensed clinicians under supervision will consult supervisor or other licensed clinician to provide guidance for 27-65 (M-1).
- J. Possess knowledge of individuals' cultural, religious, ethnic, and social systems interactions, care planning and education. Has a working knowledge of basic physical health terminology and resources. Has skill in establishing a treatment alliance and engaging the individual in goal setting and prioritizing.
- K. Possess the ability to communicate effectively and work cooperatively with internal and external stakeholders/community partners.
- L. Routinely consults, negotiates, and coordinates with internal and external resources to ensure collaborative efforts to maximize individuals' outcomes and positive long-term service supports. Demonstrates leadership in facilitating multidisciplinary communications and care meetings (i.e. high utilization care coordination) and utilizes information to assess and reassess care needs.
- M. Clinicians are staff of WellPower but will work in conjunction with Denver 911 Emergency Services, Denver Police, STAR Paramedics/EMTs, Denver Fire, Denver Sheriff, Co-Responder Units, Behavioral Health Solution Center, Walk-in-Crisis

Center, STAR Community Partner Network staff, and other first responders to coordinate best outcomes and safety. Clinicians are required to be licensed in Colorado as LCSW or LPC, or Masters' level with continual committed hour towards licensure under the supervision of WellPower. Clinicians are required to have crisis experience. Dual language, Spanish speaking preferred. A criminal background check is required. Clinicians are required to be CJIS certified. Clinicians must be able to work cooperatively with uniform DPD officers, Sheriff deputies, and other criminal justice agencies and emergency responders, and other contracted partners.

- N. WellPower STAR Van staff will be prepared to be in service within 15 minutes of the beginning of the shift unless dispatch or a supervisor is notified.
8. The clinician will work requested STAR events when available, and will work with 911-Emergency Communications, when available. **WellPower Evaluator Position**

**Summary**

- A. Collaborate with city and community partners by having meetings and discussions regarding the use of Julota.
- B. Collect data through interviews, surveys, and focus groups with staff, individuals served, community members, and stakeholders.
- C. Analyze both quantitative and qualitative data from internal and external sources.
- D. Create presentations, documents, and dashboards for reporting and monitoring. These created items will be approved for dissemination by CCD before used in presentations to public, other alternative responses to STAR program partners or other external agencies.
- E. Work with external stakeholders to advise, provide technical assistance, and implement data and evaluation reporting needs.
- F. Advise internal and external stakeholders on instrument development, evaluation and data reporting.
- G. Work collaboratively with the STAR program partners to assist in using evaluation in strategy and decision-making processes.

**9. Additional WellPower Contractor Responsibilities:**

- A. Ensure funds are only used for approved uses and that every effort will be made to spend all funds. As a healthcare organization, WellPower must bill and collect from payers including Medicare, Medicaid and Commercial Insurance Plans. These collections generate program income, which is an offset to expenses to the program, before CCD is billed. Program income cannot but guaranteed as it is dependent on the insurance status of the people served in the program.
- B. Communicating with CCD funding projections and any budgetary changes that may be required.
- C. Ensure and provide appropriate documentation, tracking, and billing of program expenses.
- D. Attend monthly contract budget meeting.
- E. While on shift, WellPower staff are required to do limited administrative tasks in a reasonable amount of time and prioritize responding to dispatched calls.
- F. Work with CCD and other STAR service providers to ensure appropriate data is collected and tracked.

- G. Develop tracking measures and data points collected in collaboration with CCD.
- H. WellPower will collaborate on any changes to data collection forms with CCD.
- I. Document, track, analyze and report in aggregate all appropriate data points according to the evaluation section and other measures as agreed upon as the program advances, including, but not limited to, demographic data, encounter data, services/intervention data, and hospital data when it is possible or appropriate due to the sensitive nature of responding to individuals in distress.
- J. Provide quarterly and final aggregate program reports on program data collected as described below.
- K. Upon mutual agreement between CCD and WellPower, provide aggregate data, as available, on specified monthly data indicators in Excel templates, or other agreed upon formats provided by CCD for program-wide data and information sharing purposes.
- L. Provide regular reporting to CCD and other partners upon request and approval from CCD, as outlined in this agreement, and in accordance with the report table below.
- M. Ensure supervision of WellPower staff.
- N. Ensure implementation of the STAR Program as designed.
- O. WellPower will collaborate with CCD to create internal STAR standard operating procedures (SOP) to align with duties and practices outlined in this contract.
- P. Upon request CCD will be part of STAR interview panels for new employees.
- Q. WellPower agrees to STAR communication guidelines as provided by CCD, including but not limited to branding, messaging, and public information standards. All public communications, promotional materials, and media outreach concerning the program must align with these guidelines to ensure consistency and accuracy in the representation of the program's goals, values, and services. The Partner Agency will seek and obtain prior approval from CCD for any external communication that references the program to ensure compliance with these standards. CCD will provide electronic files (e.g., logos) and guidelines for public messaging on websites, social media accounts, and other materials.
- R. Track, report and charge all eligible services to applicable benefit plans and third-party payers as the primary payers. Only invoice CCD for approved budgeted non-covered costs. Report total costs and amounts paid by other third-party payers, including insurance and Medicaid, as well as the amount billed to CCD.
- S. Reimbursement from other payer sources may not be available if it is impossible for WellPower to collect required information in accordance with the payer's policies.
- T. STAR van clinical teams are required to be flexible in scheduling to accommodate non-traditional work hours. WellPower will develop and present staffing and coverage patterns in coordination with Denver Health and Hospital Authority (DHHA), and Denver 911 Emergency Services.
- U. Operational posture for the STAR program will be determined by CCD, with input from, and in coordination with STAR partners.

## **II. Process and Outcome Measures**

- 1. Process Measures
  - A. Track the number of encounters where a transport occurred and where they were transported.
  - B. Track the number of brief encounters, unique individuals served, and services provided.

- C. Track the number of miscellaneous encounters and the nature of those encounters.
- D. Track the number of repeat crisis interventions for individuals who have had at least one previous clinical encounter.
- E. Track the types of referrals in brief encounters (to WellPower and/or Other Providers).
- F. Track brief encounters where individual was referred to WellPower and received services at WellPower after the encounter.

**III. Performance Management and Reporting**

1. Performance Management

Monitoring will be performed by CCD. Performance will be reviewed for:

- A. Program and Managerial Monitoring of the quality of services being provided and the effectiveness of those services addressing the needs of the program.
- B. Contract and Financial Monitoring of:
  - a. Current program information to determine the extent to which contractors are achieving established contractual goals.
  - b. financial systems and billings to ensure that contract funds are allocated and expended in accordance with the terms of the agreement. The Controller’s Office will review the quality of the submitted invoice monthly.
  - c. There may be regular performance monitoring by program area. Performance issues may be addressed by CCD, STAR program staff and leadership to develop interventions that will resolve concerns.
- C. Compliance Monitoring may be conducted to ensure that the terms of the contract document are met, as well as Federal, State, and City legal requirements, standards and policies.

2. Reporting and Data Sharing

- A. Data regarding the STAR program that WellPower provides to the City of Denver, or any other external entity, in reports or for other purposes outlined within this contract shall be provided in aggregate in accordance with the Health Insurance Portability and Protection Act (HIPAA). Limited Data Sets may be provided if Data Sharing Agreements are executed between the parties as outlined in 42 CFR.
- B. Limited aggregate data sets may be provided to CCD on a monthly basis in accordance with the Data Sharing Agreement between WellPower and the City to allow for timely comparisons across months and all STAR program partners.
- C. The following reports/documents shall be developed and delivered to the City as stated in this section.

Report Name	Description	Reports Due	Report to be sent to:
Quarterly Progress Report	Quarterly Progress Reports will be submitted to CCD no later than the last day of the first month following the respective quarter.	Quarterly	Send to the current contact persons at CCD

	<p>Note: Include current and historical data from previous quarters in order to provide trend information by reporting area. Some data may not be available from WellPower.</p> <p>The aggregate report will include:</p> <ol style="list-style-type: none"> <li>1. Demographic data</li> <li>2. Primary concerns at time of encounter</li> <li>3. Clinical services provided during encounter</li> <li>4. Resources provided during encounter</li> <li>5. Number of individuals with a clinical encounter who enrolled in a WellPower program after that encounter</li> <li>6. Number of individuals who were unhoused at the time of the encounter</li> <li>7. M1 Hold follow up data</li> <li>8. One time follow up data</li> <li>9. Language services data</li> <li>10. Process measures listed in Section</li> </ol>		
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 spend, and an explanation as to unspent funds, etc.	Contract end, within 45 days after term end	Send to the current contact persons at CCD
Select Monthly Reporting indicators	Monthly aggregate data indicators may be provided, as available, in an agreed-upon excel template upon mutual agreement between CCD and WellPower, in alignment with other STAR program partners.	Monthly, previous month's data by the 15 <sup>th</sup> of each month	Send to the current contact persons at CCD

Data Use and Sharing Agreement document is attached to this agreement, Exhibit C-2.

**IV. Revenue Sources and Billing**

A. Revenue Sources. City general and supplemental funds, Caring for Denver Foundation, Medicaid, Medicare, Veterans Administration and other third-party benefit plans and/or programs are revenue sources. Funds provided by CCD are intended to cover non-Medicaid covered costs associated with the program. Other benefit plans and programs should cover all or a portion of the costs. CCD is the payer of last resort.



- B. Billing. Many of the clinician staff services are eligible for Medicaid, Medicare or other third-party benefit plans. However, some services are non-covered services and therefore are not billable to any third-party payer. WellPower agrees to bill Medicaid, Medicare, or other third-party payer for all eligible services provided. The contract provides for a portion of staff-related costs for non-covered, non-reimbursable services. All invoices will report total costs, amounts billed and paid by insurance, and amounts billed to CCD. WellPower will submit monthly itemized invoices. WellPower does not need to submit all detailed documentation with the invoices. The documentation such as payroll registers, general ledger detail and copies of invoices will be made available upon request.
- C. Invoices and reports shall be completed and submitted on or before the 30<sup>th</sup> of each month following the month of services.  
Invoices shall be submitted to the current contact persons at CCD.

**V. Budget**

**Contract Term: 01/01/2022-12/31/2025**

**Fiscal Term:**

Base – (01/01/2022-12/21/2022) - \$1,391,581.00

Amendment 1 - (01/01/2023-12/21/2023) - \$885,986

Amendment 2 - (01/01/2024-12/21/2024) - \$935,986

Amendment 3 – (01/01/2025-12/21/2025) - \$1,091,988

**Total - \$4,305,541**

EXHIBIT - B3

S.T.A.R. Expansion Community Support Services - Emergency Response Exhibit B1: Pricing January 1, 2025-December 31, 2025			
Contractor Name:		Mental Health Center of Denver	
ITEMS			BUDGET NARRATIVE JUSTIFICATION
<b>DIRECT COSTS</b>			
<i>Staffing - Describe each position needed</i>			
Program Manager		\$93,683	1.0 FTE Program Manager
2nd Program Manager		\$91,499	1.0 FTE Program Manager
Program Director		\$18,224	0.15 FTE Program Dir.
Behaviorial Health Clinician		\$1,206,026	16.0 FTE Clinicians
Evaluator		\$45,126	.5 FTE Evaluator
On-call Clinicans		\$18,000	
Fringe @ 21%		\$309,237	
<b>Sub-Total (Staffing)</b>		<b>\$1,781,795</b>	
<i>Supplies, Equipment, and Other Items</i>			
Laptop Computers		\$2,000	laptops for new Clinicians-will be utilized for documentation.
Cell Phones Service		\$10,120	Monthly service, One phone per clinician/pm
Cell Phone		\$0	phone replacements per clinician/pm
Attire		\$3,829	Includes shirts,sweatshirts, jacket per Clinician and PM to be easily identifiable while on calls
Business Cards		\$1,000	
Mileage/Parking		\$1,500	
Training/Conference		\$12,000	provides support and prevent burnout
Radio		\$0	1 radio
Emergency support funds for clients		\$17,520	Emergency wrap around funds, (Funding to assist people served with transportation, emergency housing costs during crisis)
Van Supplies		\$16,235	Van supplies (food,clothes, supplies etc. for clients)
<b>Subtotal (Supplies...)</b>		<b>\$64,204</b>	
<b>TOTAL DIRECT COSTS</b>		<b>\$1,845,998</b>	
<b>INDIRECT COSTS</b>			
<i>Indirect Cost Rate</i>			A flat percent time the total direct costs
<i>Informational Technology Infrustructure</i>		\$276,900	15% of direct costs to support IT
<i>Indirect Cost Rate</i>		\$276,900	Indirect Cost
<b>TOTAL INDIRECT COSTS</b>		<b>\$553,799</b>	
Less anticipated program income		\$1,307,809	antipated revenue offset from third party payors such as medicaid, medicare.
<b>TOTAL BUDGET</b>		<b>\$1,091,988</b>	

Travel: All mileage will be paid actual, using the GSA per diem rate for Denver, Colorado.

EXHIBIT E – DATA USE AND SHARING AGREEMENT



DATA USE AND SHARING AGREEMENT

This **Data Use and Sharing Agreement** ("Agreement"), effective as of the date of last signature hereto (the "Effective Date"), is by and between the Mental Health Center of Denver d/b/a WellPower ("Covered Entity"); and the City and County of Denver Department of Public Health and Environment (DDPHE). ("Data Recipients"). Covered Entity and Data Recipients may herein be individually referred to as "Party" or collectively as "Parties."

WHEREAS, the Parties wish to enter into this Agreement so that Covered Entity may disclose certain Protected Health Information ("PHI") to Data Recipients in the form of a Limited Data Set(s) [as such terms are defined under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as may be amended from time to time (collectively, "HIPAA")], for the purposes identified in Exhibit A.

WHEREAS, the Covered Entity will disclose the data outlined in the attached Statement of Work of this Agreement to Data Recipients through a secure SFTP site established by DDPHE.

NOW, THEREFORE, the Parties agree as follows.

1. Definitions. Any capitalized terms used in this Agreement and not otherwise defined, shall have the meanings set forth in 45 CFR Parts 160 - 164 issued under the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91 ("HIPAA"), as amended.
2. Term. The term of this Agreement shall commence as of the Effective Date of the primary contract and subsequent Addenda and continue in accordance with the terms of such contract and Addenda between WellPower and the DDPHE for the STAR program unless terminated in accordance with Section 4 below.
3. Data Recipients' Obligations. Data Recipients shall:
  - a. With respect to the PHI, comply with all applicable federal and state laws and regulations relating to the maintenance of the PHI, the safeguarding of the confidentiality of the PHI, and the Use and Disclosure of the PHI, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, (the HITECH Act), and their implementing regulations at 45 CFR Parts 160 and 164 (HIPAA regulations) as they exist or may hereafter be amended.

## EXHIBIT E – DATA USE AND SHARING AGREEMENT

- b. Use and disclose the PHI as is minimally necessary only for the purpose(s) identified in Exhibit A, or as otherwise required by law. Exhibit A may be modified by the Parties at any time pursuant to a writing executed by all Parties. No uses or disclosures may be made until the new Exhibit A has been signed by all Parties.
- c. The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance with applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act and the HIPAA regulations as they exist or may hereafter be amended.
- d. Use appropriate safeguards as required by law to prevent any use and disclosure of the PHI, other than as provided for by this Agreement. Upon request by Covered Entity, Data Recipient shall describe the safeguards being used to prevent unauthorized use or disclosure of the PHI.
- e. Immediately report to the Covered Entity any use or disclosure of the PHI other than as expressly allowed by this Agreement.
- f. The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that impose more stringent requirements with respect to privacy of PHI.
- g. Ensure that its employees and representatives comply with the terms and conditions of this Agreement, and ensure that its agents, Business Associates and subcontractors to whom Data Recipients provide the PHI agree to comply with the same restrictions and conditions that apply to Data Recipients hereunder.
- h. Not identify or attempt to identify the information contained in the Limited Data Set(s), nor contact any of the individuals whose information is contained in the Limited Data Set(s).
- i. Not request the Covered Entity to use or disclose more PHI than the minimum amount necessary to allow Data Recipient(s) to perform functions pursuant to the purpose identified in Exhibit A.
- j. The parties understand that the HIPAA Privacy and Security rules apply to the Data Recipients in the same manner as they apply to the WellPower. The Data Recipients agree to comply at all times with the terms of this Agreement and the applicable standards, implementation specifications, and requirements of the Privacy and Security rules, as they exist or may hereafter be amended, with respect to PHI.

#### 4. Termination:

- a. Upon termination of the referenced contracts herein between City and County of Denver and WellPower, both parties will delete and destroy all data associated with this Data Sharing Agreement in all locations the data resides. WellPower will follow the attached data

**EXHIBIT E – DATA USE AND SHARING AGREEMENT**

destruction policy as outlined in the attached 'Records Retention Schedule'.

- b. The parties may terminate this Agreement and any disclosures of PHI pursuant hereto, upon ten (10) days' notice to Data Recipients if Data Recipients violate or breach any material term or condition of this Agreement; provided, however, that Covered Entity may terminate immediately in order to comply with any law or regulation.
  - c. Covered Entity may terminate this Agreement without cause upon 30 days written notice. Upon termination, Data Recipients shall promptly return or destroy any Limited Data Set received from Covered Entity in connection with the purposes identified on Schedule 1. If return or destruction of the Limited Data Set(s) is not feasible, Data Recipient shall continue the protections required under this Agreement consistent with the requirements of applicable HIPAA privacy standards. If Data Recipient cease to do business or otherwise terminates its relationship with Covered Entity, Data Recipient agrees to promptly return or destroy all information contained in the Limited Data Set(s) received from Covered Entity in a timely manner.
5. Applicable Laws. The Parties agree to abide by all applicable laws and regulations, including but not limited to any applicable privacy laws.
  6. Any ambiguity in this Agreement relating to the use and disclosure of the Limited Data Set(s) by Data Recipient shall be resolved in favor of a meaning that further protects the privacy and security of the information.
  7. Merger. This Agreement shall supersede any prior agreement or understanding between the Parties, written, oral or implied pertaining to the subject matter of this Agreement.

To evidence the Parties' acceptance of this Agreement, they have executed this Agreement as of the day and year last written below.

**COVERED ENTITY**

**MENTAL HEALTH CENTER OF DENVER D/B/A WELLPPOWER**

By: \_\_\_\_\_ (e-signature)  
Wes Williams  
Vice President and Chief Information Officer

\_\_\_\_\_  
Date

**EXHIBIT E – DATA USE AND SHARING AGREEMENT**

**CITY AND COUNTY OF DENVER**

By: [see SIGNATURE PAGES] \_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_

**Data Use and Sharing Agreement  
EXHIBIT 1**

All data and information referenced within this Statement of Work (SOW) shall be shared and disclosed by relevant program personnel employed by the Parties of this Agreement. No other agency or department within the City and County of Denver, other public or private agencies or individuals shall have direct access to any raw data, information or systems, or any information collected or stored by the Parties.

1. Name of Covered Entity contact person/department releasing the Limited Data Set (LDS):

The WellPower Evaluation and Research team and select other Information Systems staff will have access to the data in the secure data warehouse.

**WellPower**

- Wes Williams, Vice President and Chief Information Officer
- Tracesea Slater, Evaluation and Research Manager

2. Name of Recipients of the LDS:

**City and County of Denver**

- Blake Christenson, Lead Data Analyst
- Rose Ediger, Strategic Learning and Evaluation Manager
- Tandis Hashemi, STAR Operations Manager
- Marion Rorke, Access to Care Manager
- Evan Thompkins, STAR Program Specialist

3. Purpose of LDS disclosure:

- A. Covered Entity and Data Recipients may use and disclose the Data in paragraph 5 below in accordance with the guidelines identified in this Data Use and Sharing Agreement and the terms of the primary contracts between WellPower and the DDPHE for the Denver STAR program. Data will be collected and analyzed to determine outcomes that can be applied to future program and service enhancements.
- B. The use or sharing of data per this agreement does not have oversight or funding from a federal, state or non-City funded program.
- C. WellPower will use data per this agreement to complement program evaluation reports and program improvement efforts.

**EXHIBIT E – DATA USE AND SHARING AGREEMENT**

D. WellPower will combine any data received per this agreement with other internal WellPower data related to the specific co-responder programs and individuals in those programs.

4. Description of Limited Data Set(s) disclosed for purposes described in this Exhibit A.

a. The DDPHE will provide the following data to WellPower. Data submissions will include retroactive data from January 2020.

A. Incident-level data for the STAR program. Data elements will include:

- Master Incident Group ID (MIGI)
- ID
- Master Incident Number (MIN)
- Agency\_Type
- Response\_Date
- Problem
- Priority\_Number
- CallClass
- Call\_Disposition
- Cancel\_Reason
- Address
- Apartment
- Radio\_Name
- V\_Assigned
- V\_ArrivedAtScene
- V\_CallCleared
- xcoord – longitude
- ycoord – latitude
- ID\_STAREligible
- ID\_STAREligibleFlag
- ID\_STAROnlyRqst
- ID\_STAROnlyRqstFlag
- MIGI\_STAREligible
- MIGI\_STAREligibleFlag
- MIGI\_STAROnlyRqst
- MIGI\_STAROnlyRqstFlag
- ID\_count
- MIGI\_count
- Date
- Week
- YearMonth
- YearMonthNum
- Quarter
- Year
- Arrived
- IsCIRU
- ID\_CIRUOnS

## EXHIBIT E – DATA USE AND SHARING AGREEMENT

- IsSTAR
- IsPolice
- IsEMS
- IsFire
- ID\_ArrivalNum
- ID\_FirstArrivalRadio
- ID\_FirstArrivalAgency
- ID\_DPDOnScene
- ID\_STAROnScene
- MIGI\_ArrivalNum
- MIGI\_FirstArrivalRadio
- MIGI\_FirstArrivalAgency
- MIGI\_DPDOnScene
- MIGI\_STAROnScene
- MIGI\_FireOnScene
- MIGI\_EMSONScene
- STARAssignTime
- ID\_STARAssigned
- STARAssignWArrival
- ID\_STARAssignedWArrival
- STARArrivalTime
- ID\_STARArrivalTime
- DPDAssigned
- ID\_DPDAssigned
- DPDAssignedWArrival
- ID\_DPDAssignedWArrival
- DPDArrivalTime
- ID\_DPDArrivalTime
- DPDAssignedAfterSTARArrival
- DPDAssignedAfterSTARArrivalFlag
- DPDAsgndWArrAfterSTARArr
- DPDAsgndWArrAfterSTARArrFlag
- STARAssignedAfterDPDArrival
- STARAsgndWArrAfterDPDArrival

B. WellPower will provide the data elements listed below to the DDPHE. Data submissions will include retroactive data from January 2020.

1. Aggregate data on individuals who had contact with Denver STAR.  
Aggregate data elements will include:
  - a) Gender identity
  - b) Race/ethnicity
  - c) Age
  - d) Diagnoses
  - e) WellPower services provided
  - f) Data from brief encounter forms



## EXHIBIT E – DATA USE AND SHARING AGREEMENT

### 5. Reporting

- C. WellPower and/or the DDPHE will provide reports and information as prescribed within this SOW and related contracts for STAR programs, or upon request pending review by WellPower and/or DDPHE.
- D. The DDPHE will upload the data elements identified in paragraph 4 above quarterly to a secure SFTP site established by the DDPHE.
- E. WellPower will not be reporting any individual level data or any combinations of data that might be able to identify an individual in any reports out to the community. Reports using any City data will be in aggregate.

### 6. Data Security

WellPower uses industry best practices for the cybersecurity of PHI. All data will be kept in a secure network location with firewalls. All WellPower staff who have access to data are trained on the importance of confidentiality and on protocols for maintaining confidentiality and protecting sensitive information.

### 7. Method of Data Sharing

- a. The DDPHE will establish a secure SFTP site where data will be collected and stored.
- b. Any data being transferred via email will be encrypted.
- c. There will be no additional expenses related to sharing the data.

### 8. Publication Approval

Any WellPower desire to share/publish data will be evaluated in advance and approved in writing by Marion Rorke, Access to Care Manager.