SECOND AMENDATORY AGREEMENT

This **SECOND 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, doing business as WellPower, whose address is 4141 E. Dickenson Place, Denver, Colorado 80222 (the "Contractor"), jointly ("the Parties").

RECITALS:

A. The Parties entered into an Agreement dated February 17, 2022, and an Amendatory Agreement dated January 12, 2023, (collectively, the "Agreement") to perform and complete all of the services and produce all the deliverables set forth on Exhibit A, the Scope of Work, to the City's satisfaction.

B. The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, update paragraph 7-Examination of Records and Audits, update paragraph 19-No Employment of Workers without Authorization, amend the scope of work exhibit and amend the budget exhibit.

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 "<u>TERM</u>:" is hereby deleted in its entirety and replaced with:

"3. <u>TERM</u>: The Agreement will commence on January 1, 2022, and will expire on December 31, 2024 (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 "<u>COMPENSATION AND PAYMENT</u>:", subsection d. (1) entitled "<u>Maximum Contract Amount:</u>" is hereby deleted in its entirety and replaced with:

"d. <u>Maximum Contract Amount</u>:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed THREE MILLION TWO HUNDRED THIRTEEN THOUSAND FIVE HUNDRED FIFTY-THREE DOLLARS AND NO CENTS (\$3,213,553.00) (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 Consultant beyond that specifically described in Exhibit A. Any services performed beyond those in Exhibit A are performed at Consultant's risk and without authorization under the Agreement."

3. Section 7 of the Agreement entitled "**EXAMINATION OF RECORDS**" is hereby deleted in its entirety and replaced with:

"7. **EXAMINATION OF RECORDS AND AUDITS.** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276."

4. Section 19 of the Agreement entitled "<u>NO EMPLOYMENT OF ILLEGAL</u> <u>ALIENS TO PERFORM WORK UNDER THE AGREEMENT</u>:" is hereby deleted in its entirety and replaced with:

"19. [RESCINDED.]"

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

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

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

8. This Second 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-202371478-02/ENVHL-202160835-02
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:

REGISTERED AND COUNTERSIGNED:

ATTEST:

By:

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number: Contractor Name:

ENVHL-202371478-02/ENVHL-202160835-02 MENTAL HEALTH CENTER OF DENVER

DocuSigned by: Carl Clark, MD By: 23F852ED077C4A9

Name: <u>Carl Clark, MD</u> (please print) _____

Title: _____ President and CEO

(please print)

ATTEST: [if required]

By: _____

EXHIBIT A-2 SCOPE OF WORK MENTAL HEALTH CENTER OF DENVER d/b/a WellPower STAR Expansion Community Support Services- Emergency Response

Purpose of Agreement

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 (or Unlicensed Behavioral Health Clinician under supervision) to de-escalate and connect residents in distress with appropriate services, including wraparound services through the STAR community coalition following encounters with a STAR van. STAR vans provide a broad range of no-cost services such as providing information and referrals, crisis intervention, counseling, transportation, and social service needs. The City and County of Denver wishes to contract with WellPower to provide clinical staff for the van.

The objectives of the STAR Program are to:

- a. Increase connection to behavioral health services and community resources for those reached by STAR.
- b. Provide more appropriate response and reduce emergency calls to police, fire department, and EMS.
- c. Improve information sharing across systems and service providers involved in administering STAR.
- d. Increase partnerships with community organizations through collaboration via Servicios De La Raza.

Staff will bring the following values to the STAR Program:

- a. Culturally Responsive
 - A program that is culturally responsive will include responders and providers who share lived experiences and identify with Denver's diverse population. In doing so, the program will be more trustworthy and responsible to the community that it serves.
- b. Linguistically Specific
 - A program that fosters the many languages that are spoken by the community it serves will ensure that people will trust and rely on the program to serve their needs.
- c. Holistic Care
 - Key to success for the STAR program is the recognition that the van itself is just one mechanism that lives within a continuum of care and support to people who are in crisis. Holistic care ensures connecting those in crisis with long-term support, services, and treatment to reduce repeat calls.
- d. Do No Harm
 - The STAR program shall commit to a "do no harm" approach. In addition, the STAR program itself will use a harm reductionist approach recognizing that not every crisis can be "resolved" in the moment, but rather navigated and creating trust with the person in crisis to help them continue through programs and services that meet their needs.
- e. Healthy De-Escalation

- The STAR program will commit to de-escalation as a guiding principle of engaging with individuals and communities in crisis.
- f. Problem Resolution
 - The STAR program will be dedicated to identifying, navigating, and solving problems that they encounter through serving individuals in crisis.
- g. Healthy Outcomes
 - Much of what the program will respond to will be public health issues and social determinants of health. Because of that, the STAR program will be dedicated to improving the health of those they engage with as components of improving community health.
- h. Community Empowerment and Resilience
 - STAR will be dedicated to community empowerment and resilience through building trusted relationships and connecting people to services and support.
- i. Self Determination
 - Communities are supported in self-determination to decide and build safety, survival, and thriving. The STAR program will act as a vehicle towards empowerment and support.
- j. Alternatives to Policing:
 - a. Working with the STAR program EMT/ Paramedics assist in responding to mental health distress calls where physical health concerns could interplay with distress or may need assessed. These calls are triaged through9-1-1
- k. Non-Violence
 - The STAR program will be committed to non-violence and de-escalation.
- l. Trauma-informed
 - The STAR Program should have a trauma-informed approach to incorporating the needs of individuals impacted by systemic violence and trauma that they experience as the result of both systemic and personal harm. The program will understand that individuals served by the STAR program are disproportionately impacted by violence and trauma and should be driven by their needs first and foremost.

I. Services

- 1. The STAR Van Clinicians will:
 - A. Provide de-escalation, connection, 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.
 - B. Assist in supporting the self-identified needs of individuals served. This includes but is not limited to:
 - a. Access to low barrier treatment options.
 - b. Connection (or reconnection) to service providers or safe locations identified by the individual.
 - c. Transport to identified supports as needed.
 - d. Referral and connection to additional resources that can be utilized for support and system navigation post crisis provided through STAR community coalitions.

- 2. Deploy response teams that include, but are not limited to, Licensed Behavioral Health Clinicians (or Unlicensed Behavior Health Clinicians under supervision).
- 3. Be available for 16 hours daily (7 days per week) based on assessed need, with current staffing levels.
 - a. There are limited exceptions for staff availability, which may cause a slight reduction in community response:
 - 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.
 - iii. 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. The trainings will be scheduled to have a minimal impact on community response but may require modified schedules for STAR van availability.
 - iv. All clinical staff are required to attend WellPower all-staff meetings, and team building practicums 3 (three) times per year, for at least a half day for each session.
 - b. In order to accommodate clinical staffs' training and professional development, WellPower will attempt to provide adequate staffing to maintain current van service hour requirements.
 - c. WellPower will inform the Denver Department of Public Health and Environment (DDPHE), and STAR program partners before any planned reduction in availability due to staff training, engagement, and/or wellness needs when possible. In instances where there is not 30 days notice, WellPower will inform DDPHE 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. DDPHE staff may review and recommend changes to training curriculum if they differ from recommended practices. Additional trainings may include, but are not limited to: verbal de-escalation; diversity, equity and inclusion; non-violent crisis intervention; 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, as a STAR program partner, with curriculum approved in advance by Clinical Manager.

- c. Secure any protected health information 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.
- d. Deliver telehealth services via encrypted technology compliant with HIPAA.
- e. Have signed and dated confidentiality agreements for all staff and volunteers on file.
- 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 a full-time salaried, exempt status, WellPower licensed Clinical Program Manager, 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 consumers' 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 performs 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 DDPHE. 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. DPD and Crime Prevention and Control Commission (CPCC) may be consulted as part of the hiring process

E. The Clinical Manager works in collaboration with STAR Program Partners and attends regularly scheduled meetings as required.

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. Assist individuals in accessing needed connection 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 linkage to specific community supports.
- D. Coordinates access to medication/primary physical 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 clinical and non-clinical encounters in WellPower's 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 consumers with high levels of substance misuse and homelessness.
- H. Possess knowledge of community resources. Has the ability to place individuals on a 27-65 (M-1) hold or collaborate with a licensed professional and/or police officer to initiate an M-1 hold.
- I. 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.
- J. Possess the ability to communicate effectively and work cooperatively with internal and external customers.
- K. 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. care conference and rounds) and utilizes information to assess and reassess care needs.

L. 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, Servicios De La Raza 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 hours 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. Clinical Managers and 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.

8. 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 in collaboration with 3rd party evaluator.
- C. Analyze both quantitative and qualitative data from internal and external sources in collaboration with 3rd party evaluator.
- D. Create presentations, documents, and dashboards for reporting and monitoring, which can be used for approved presentations to the public and other alternative response providers as well as to our STAR Program Partners.
- 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 in collaboration with 3rd party evaluator.
- G. Work collaboratively with the STAR program partners to assist in using evaluation in strategy and decision-making processes.
- 9. STAR van clinical teams are required to be flexible in scheduling to accommodate nontraditional 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.
- 10. Operational posture for the STAR program will be determined by the City of Denver, with input from, and in coordination with, WellPower and DHHA.
- 11. Additional WellPower Contractor Responsibilities:
 - A. Ensure funds are only used for approved uses.
 - B. Ensure and provide appropriate documentation, tracking, and billing of program expenses.
 - C. While on shift, WellPower staff are required to do limited administrative tasks in a reasonable amount of time and make every effort to prioritize responding to dispatched calls.

- D. Work with DDPHE and other STAR service providers to ensure appropriate data is collected and tracked.
- E. Document, track, analyze and report all appropriate data points according to the evaluation section and other measures as agreed upon as the program advances, including, but not limited to, client demographic data, diagnosis data, clinical encounter data, services/intervention data, and hospital data when it is possible to gather this information in the midst of a crisis.
- F. Provide quarterly and final program reports on client and program data collected as described below.
- G. Upon mutual agreement between DDPHE and WellPower, provide aggregate data, as available, on specified monthly data indicators in Excel templates provided by DDPHE for program-wide data and information sharing purposes.
- H. Ensure supervision of WellPower staff and implementation of the STAR Program as designed.
- I. Track, report and charge all eligible services to applicable benefit plans and third-party payers as the primary payers. Only invoice DDPHE 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 DDPHE.
- J. 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.

II. Process and Outcome Measures

- 1. Process Measures
 - A. Track the number of clinical encounters where a transport occurred and where they were transported
 - B. Track the number clinical encounters, unique individuals served, and services provided.
 - C. Track the number of non-clinical encounters, duplicate individuals served, and the services provided.
 - 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 clinical encounters (to WellPower and/or Other Providers).
 - F. Track clinical 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 the DDPHE program area in the Community and Behavioral Health division of the DDPHE. 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 DDPHE 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 DDPHE 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	Description	Reports	Report to be sent to:
Name		Due	
Name Quarterly Progress Report	Quarterly Progress Reports will be submitted to DDPHE no later than the last day of the first month following the respective quarter. 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. If available, the report will include: 1. Client demographic data 2.Diagnosis data of individuals with active WellPower case 3. Number of individuals with a clinical encounter who had a Case Management service 4. Number of individuals with a clinical encounter who had a Therapy service 5. Number of individuals with a clinical encounter who enrolled in a WellPower	Quarterly	Send to the current contact persons at DDPHE
	program after that encounter		

Contract Summary Report	 6. 6. Number of individuals who were unhoused at the time of the clinical encounter 7. Services/Intervention data for clinical and non-clinical encounters 8. Hospital data when available 9. Process measures listed in Section 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 	Contract end, within 45 days after term end	Send to the current contact persons at DDPHE
	unspent funds, etc.		
Select Monthly Reporting indicators	Monthly aggregate data indicators may be provided, as available, in an agreed-upon excel template upon mutual agreement between DDPHE and WellPower, in alignment with other STAR program partners.	Monthly, previous month's data by the 15 th of each month	Send to the current contact persons at DDPHE

Aggregate hospital data, for the Quarterly Progress Report, will be presented in a high-level format for the requested time frame. This data point will be re-evaluated in DDPHE, and upon mutual agreement and collaboration by both parties, specific and possibly lower-level data and timeframes will be decided.

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 DDPHE 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. DDPHE 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 DDPHE. 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 30th of each month following the month of services.
 Invoices shall be submitted to the current contact persons at DDPHE.

EXHIBIT B-2 S.T.A.R. Expansion Community Support Services - Emergency Response Pricing January 1, 2024-December 31, 2024				
Contractor Name: Mental Health Center of Denver ITEMS Total Annually All Fund Budg				
DIRECT COSTS				
Sub-Total (Staffing)	\$1,526,916			
Subtotal (Supplies)	\$98,399			
TOTAL DIRECT COSTS	\$1,625,315			
INDIRECT COSTS				
Indirect Cost Rate				
Informational Technology Infrustrusture	\$243,797			
Indirect Cost Rate	\$243,797			
TOTAL INDIRECT COSTS	\$487,594			
Less anticipated program income	\$1,176,923			
TOTAL BUDGET	\$935,986			