

REVIVAL AND FOURTH AMENDATORY AGREEMENT

This **REVIVAL AND FOURTH 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, whose address is 4141 East Dickenson Place, Denver, Colorado 80222 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated December 9, 2020, an Amendatory Agreement dated July 26, 2022, a Second Amendment dated January 19, 2023, and a Third Amendatory Agreement dated January 25, 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, to the City’s satisfaction.

B. The Agreement terminated by its terms on September 30, 2024.

C. The Parties desire to revive and reinstate all of the terms and conditions of the Agreement and amend the Agreement to increase the maximum contract amount, extend the term, add section 47-Compliance with Denver Wage Laws, amend 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 5 of the Agreement entitled “**COMPENSATION AND METHOD OF PAYMENT.**”, subsection 5.7 entitled “**Maximum Contract Amount Paid by City to MHCD.**”, sub-subsection 5.7.1 is hereby deleted in its entirety and replaced with:

“5.7 Maximum Contract Amount Paid by City to MHCD.

5.7.1 Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **TWENTY-ONE MILLION TWO HUNDRED EIGHTY THOUSAND FIVE HUNDRED SIXTY DOLLARS AND ZERO CENTS (\$21,280,560.00)** (the “Maximum Contract Amount”) and shall be paid as follows: a) the amount of \$284,194.00 for one month of 2020; b) \$3,410,344.00 for twelve months of 2021, c) \$3,710,344.00

for twelve months of 2022, d) \$3,710,344.00 for twelve months of 2023, e) \$4,110,334.00 for nine months of 2024, f) \$5,210,000 for three months of 2024 (10/1/2024 to 12/31/2024) and twelve months of 2025; and g) \$845,000 for start-up costs. The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by MHCD beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at MHCD's risk and without authorization under the Agreement.”

2. Section 6 of the Agreement entitled “**Term and Termination**” is hereby deleted in its entirety and replaced with:

“**6. TERM.** The Agreement will commence on **December 1, 2020**, or the Effective Date, whichever is later (the “Commencement Date”) and will expire on **December 31, 2025**, unless earlier terminated pursuant to the terms herein contained (the “Expiration Date”) together (the “Term”). Subject to the Director’s prior written authorization, MHCD shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated.”

3. Section 47 of the Agreement entitled “Compliance with Denver Wage Laws” is hereby added to the Agreement, as follows:

“Section 47

Compliance with Denver Wage Laws

47. COMPLIANCE WITH DENVER WAGE LAWS. To the extent applicable to MHCD’s provision of Services hereunder, MHCD 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, MHCD expressly acknowledges that MHCD is aware of the requirements of the City’s Minimum Wage and Civil Wage

Theft Ordinances and that any failure by MHCD, 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, Exhibit A-3, and Exhibit A-4**. **Exhibit A-4** 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, Exhibit B-3, and Exhibit B-4**. **Exhibit B-4** is attached and incorporated by reference herein.

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

7. This Revival and Fourth Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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Contract Control Number: ENVHL-202475595-04/ENVHL-202056133-04
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

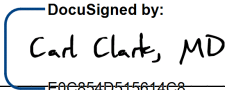
By:

By:

By:

Contract Control Number:
Contractor Name:

ENVHL-202475595-04/ENVHL-202056133-04
MENTAL HEALTH CENTER OF DENVER

By:  _____
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Name: Carl Clark, MD
(please print)

Title: President/CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A-4 – SCOPE OF WORK

I. CRISIS INTERVENTION/STABILIZATION CLINIC

1. Clinical Services

- i) Services will include Screening, assessment, crisis intervention, and behavioral health treatment for a target of three to six days with possible extension as long as the person continues to meet criteria for this level of care. Crisis stabilization services will assist voluntary individuals, in a safe and secure environment. These individuals are not in need of a higher level of care and are not required to go to jail (e.g., non-violent individuals with police contact). The goal of the crisis stabilization service is to provide: assessment, stabilization, treatment, and re-integration into the community. The clinic will offer the following general services:
 - a. Screening assessments
 - b. Behavioral health assessments/Triage
 - c. Crisis stabilization treatment supervised by a psychiatric provider and provided by appropriate mental health clinicians and medical staff (group therapy, individual therapy, peer support services, medical services, psychiatric services and medication)
 - d. Resources, referrals, and connection to community services
- ii) Treatment provided will focus on de-escalation and crisis management, psychiatric assessments, treatment planning, interventions and therapy, and medication management.

2. Individuals to be served: The Solutions Center will accept individuals who are experiencing a behavioral health crisis and who have had significant interaction with the city of Denver's first responders. This includes any law enforcement professionals, fire department/EMT units, and designated mental health professionals. Additional service providers may be included or excluded as referral sources upon joint approval by WellPower and the Denver Department of Public Health & Environment (DDPHE).

3. Specific Services to be Offered

Below is a list of specific services to be offered at the Solutions Center. WellPower may propose additional services to be offered at the Solutions Center in addition to the services below, as value add services:

- a. Trauma informed crisis response in accordance with C.R.S. 27-65
- b. Triage/screening (Crisis assessment including safety assessment)
- c. Service needs assessment
- d. Psychiatric assessment
- e. Treatment planning
- f. 24/7 Monitoring/supervision
- g. Peer support
- h. De-escalation and crisis management
- i. Brief therapy
- j. Medication management



- k. Physical health assessments and coordination with medical and substance use services
 - l. Service coordination and referrals to other community organizations
 - m. Benefit application and ability to access benefits and/or bill insurance (private, Medicaid, Medicare, etc.) as appropriate
 - n. Discharge planning and referrals
4. Additional General tasks:
- a. Overall facility management: This includes security, staff, materials/supplies, and general maintenance. Refer to sample contract for additional information.
 - b. Management of all health records, data management, reporting and information sharing.
5. Coordination and Collaboration
- a. Coordination of crisis services will be provided to every individual served. Coordination includes but is not limited to: identifying and linking individuals with available services necessary to stabilize the crisis, ensuring transition to routine and follow-up care, and active discharge planning. Coordination may include consultation with appropriate law enforcement and criminal justice agencies.
6. Coordination of Care will be provided with Non-Profit and Private Agencies, The Criminal Justice System, Existing Behavioral Health Treatment Options, and Homeless Service Providers.
- a. WellPower shall ensure that the Solutions Center is connected to appropriate higher level of care placements as well as long term-options for people we serve discharging from the BHSC, to promote the development of a comprehensive system.
 - b. WellPower will work with behavioral health organizations and community partners to ensure that clients are offered ongoing resources.

II. STEP DOWN SERVICES

- 1. Transitional Shelter Services will be available to homeless and unstably housed individuals referred directly from the Triage service, the Crisis Stabilization Unit and WellPower's Walk in Center.
 - a. Individual sleeping accommodations will be provided.
 - b. Three meals and two snacks are provided daily
 - c. Accessory support services and connections to community resources, , trauma-informed interventions, and treatment referrals will be offered to persons served in the housing accommodations.
- d. The primary services offered will be safe, secure, transitional sleeping accommodations, and individuals using these services may have access to traditional WellPower services including case management as appropriate.



2. The transitional shelter floor is designed to be a “step-down” opportunity that provides secure sleeping accommodations for homeless or unstably housed individuals while they transition to other options that build upon their stabilization.
3. **Individuals Served**

Persons who are homeless or unstably housed in Denver and referred directly from the Triage (onsite) or Crisis Stabilization Unit (onsite), and persons who are homeless in Denver that are referred from WellPower’s Walk-In Center.

 - a. In order to be considered for a referral from WellPower’s Walk-In Center, the Transitional Shelter’s capacity must be less than 25 beds and the person served receives a full clinical assessment at the Walk-In Center pertaining to the person’s behavioral health crisis. To qualify for a referral from the Walk-In Center to the Transitional Shelter, the behavioral health crisis must be related to their current housing situation and their presenting symptoms do not meet the acuity level for CSU placement. The referral must identify barriers that may prevent the Person We Serve from succeeding in other shelter, their goals for going to the Solutions Center, and must meet all Transitional Shelter admission criteria.
4. **Primary Services Offered**

Safe, secure, individual sleeping accommodations. Shelter staff are available to assist with the following: vital documents, benefit applications, employment applications, connection to care and community resources, and discharge planning.
5. **Accessory Support Services**

In addition to the primary services offered, the transitional housing will coordinate with the Crisis Stabilization Clinic to provide the following support services:

 - a. Access to psychiatric follow up care
 - b. Access to primary care services such as first aid and treatment provided at the Behavioral Health Solutions Center (BHSC).
6. **Additional General tasks WellPower will be responsible for:**
 - a. Complete facility management. This includes all security, staff, materials/supplies, general maintenance. Refer to sample contract for additional information.
 - b. Maintenance of all appropriate records.
 - c. Coordination and communication with appropriate City personnel.
7. **Coordination and Collaboration**
 - a. WellPower shall establish connections and maintain relationships to longer-term housing options, especially supportive housing.
 - b. WellPower shall identify and link individuals with all available services necessary to ensure transition to follow-up care and routine care and provide necessary assistance in accessing those services.



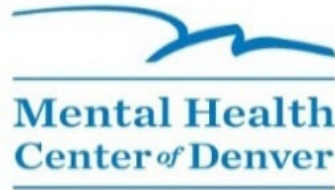
III. ADDITIONAL REQUIREMENTS

1. In addition to performing the scope of work listed above (either individually or in a partnership), WellPower shall also participate in the following.
 - a. Performance Management & Evaluation
 - i. WellPower shall participate and must cause its partner organizations to participate in process/program performance measurement and evaluations that are initiated by the City. This includes working with DDPHE staff to ensure all data contained within monthly reporting are adequate to highlight program performance.
 - ii. Data shared shall be in accordance with terms set within this agreement.
 - iii. In addition to City data requirements, WellPower shall enter data into the Homeless Management Information System (HMIS) (permissions will be granted). WellPower will utilize Avatar, the current electronic health record, to collect and record all data that would normally be collected as part of treatment services.
 - iv. To evaluate the program, some duplication of data may be required. Reviews of performance may include but are not limited to:
 1. Operations management
 2. Client outcomes and successful service referrals
 3. WellPower will ensure all relevant data related to program performance and evaluation is entered in a timely and accurate manner for reporting purposes to the City and DDPHE personnel.
 - v. WellPower shall maintain and provide monthly reporting requests as requested by the City and its partners for performance management/evaluation.
2. Neighborhood Impact
 - a. The City believes that a proactive and ongoing relationship with the Sun Valley neighborhood, particularly the Sun Valley Community Coalition (SVCC) is important to the success of the BHSC.
 - b. The City expects WellPower to engage the neighborhood organization in the development of a good neighbor agreement and to develop a process for ongoing communication.
3. Reporting & Communication
 - a. WellPower shall be required to coordinate with appropriate City personnel to develop a reporting structure. WellPower shall submit reports and statistical data of facility use, as outlined in this agreement.
 - b. Data WellPower provides to the City of Denver, in reports or for other purposes outlined within this agreement shall be provided in aggregate in accordance with the Health Insurance Portability and Protection Act (HIPAA).
 - c. Limited aggregate data sets may be provided to DDPHE monthly in accordance with this agreement to allow for timely comparisons across months and city-wide initiatives.



- d. Monthly aggregate data indicators may be provided, as available, in an agreed-upon excel template upon mutual agreement between DDPHE and WellPower.
- e. WellPower may conduct up to two exploratory analyses requested by DDPHE annually. Both parties shall mutually agree, in writing, on the scope and parameters of the exploratory analyses before the work is conducted.

Behavioral Health Solution Center (BHSC)



CY2025

	Triage/CSU	Shelter	Total Annual Operations	Funding from City	Projected Under Funded & Covered by MHCD
Bed Capacity	16	30			
Program Costs:					
Direct Expenses	\$5,021,506	\$1,726,856	\$6,748,362	\$4,007,692	(\$2,740,670)
Indirect Costs 30%	1,458,235	518,057	1,976,291	1,202,308	(773,984)
Total Expenses	6,479,741	2,244,913	8,724,654	5,210,000	(3,514,654)
Revenue Offsets:					
Medicaid Capitation	3,166,583		3,166,583	-	3,166,583
Fee for Service - All Payers	225,896		225,896	-	225,896
Contracts & Grants	122,175		122,175		122,175
Total Revenue Offsets	3,514,654	-	3,514,654	-	3,514,654
Net Cost	\$2,965,087	\$2,244,913	\$5,210,000	\$5,210,000	(\$0)

Base Contract	\$4,539,538	12/01/2020 - 12/31/2021
Amendment 1	\$3,710,344	01/01/2022 - 12/31/2022
Amendment 2	\$3,710,344	01/01/2023 - 12/31/2023
Amendment 3	\$4,110,334	01/01/2024 - 09/30/2024
Amendment 4	\$5,210,000	10/01/2024 - 12/31/2025
Contract Total	\$21,280,560	12/01/2020 - 12/31/2025