

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made and entered into, effective as of the date set forth on the City's signature page, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City") and **NICOLETTI-FLATER ASSOCIATES, PLLP**, a Colorado professional limited liability partnership, whose address is 3595 South Teller Street, Suite 310, Lakewood, Colorado 80235 ("**Consultant**"), who shall be individually referred to herein as a "Party" and jointly as the "Parties".

WITNESSETH:

WHEREAS, the Parties entered into an agreement dated January 25, 2013 and an Amendatory Agreement dated October 14, 2015 to provide counseling services, Critical Incident Interventions, hostage negotiations, behavioral training and other related services for the Denver Police Department ("**Agreement**"); and

WHEREAS, the Parties desire to amend the Agreement to update the scope of work, extend the term and increase the maximum compensation to the Consultant.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. All references to "**Exhibit A**" in the existing Agreement shall be amended to read "**Exhibit A-1**". The Scope of Work marked as **Exhibit A-1** is attached hereto and incorporated by this reference.

2. Article 2 of the Agreement entitled "**TERM**" is hereby amended to read as follows:

"2. **TERM**: The term of the Agreement is from January 1, 2013 until December 31, 2016, or until the Maximum Contract Amount specified in sub-section 3.A. below is expended and all of the Tasks specified in **Exhibit A-1** have been satisfactorily performed, whichever is sooner, unless this Agreement is terminated earlier as provided in this Agreement or is extended as provided in a separate amendment to this Agreement ("**Term**"). Subject to the Manager's prior written authorization, the Consultant 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 Manager. The Parties may, by written amendment, extend the Term of this Agreement for a one (1) year extension utilizing the same prices, terms and conditions contained in this Agreement."

3. Article 3(A) of the Agreement entitled "Maximum Contract Amount" is hereby amended to read as follows:

"3. A. Maximum Contract Amount: The Maximum Contract Amount to be paid by the City to the Consultant for the performance of the work set out in **Exhibit A-1** shall in no event exceed the sum of **ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00)**, unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement."

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

[SIGNATURE PAGES FOLLOW]

Contract Control Number: POLIC-201208947-02

Contractor Name: NICOLETTI-FLATER ASSOCIATES PLLP

By: *Lottie Flater*

Name: Lottie Flater
(please print)

Title: Partner
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Contract Control Number:

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:

By _____

By _____

By _____



Exhibit A-1

SCOPE OF WORK AND TECHNICAL REQUIREMENTS

Services provided to all Safety agency personnel shall be confidential and privileged unless there are justifiable exceptions such as a report of child abuse or potential to harm themselves or others.

The vendor shall provide the following services (Services listed may not be applicable to all Safety agencies):

- Individual, Couple and Family counseling to officers and their immediate family members
- Critical Incident Interventions as directed by the Denver Police Department to any of their respective facilities
- Training and workshops as requested by the Denver Police Department in areas such as stress management, holistic wellness, domestic violence, critical incident reactions, dealing with new employees, supervisory and management techniques, workplace and school violence, handling special populations, crisis intervention, trauma, verbal de-escalation and psychological issues in dealing with line of duty injuries and/or deaths
- Assisting in hostage negotiations
- Behavior modification training
- Consultation and supervision of peer support team members; including on-going education and training of new peer support team members
- Clinical supervision and/or debriefing services for members of the Denver Police Department Victim Assistance Unit
- 33% of Vendor staff complete the certification process in Group Crisis Intervention and Basic EMDR Training in 2013 as well as Advanced Group Crisis Intervention and EMDRIA Certification in EMDR by 2014
- Response and consultation to Denver Police Department Internal Affairs Division on police discipline and mental health issues
- Substance abuse counseling
- Adolescent counseling
- Pre-employment evaluation
- Fitness-for-Duty assessment as required by each Safety Department

QUALIFICATIONS:

The vendor must provide staff at all times with the following minimum professional qualifications:

- PhD in clinical psychology or related field from an accredited university, 10 years related experience, or equivalent combination of education and experience
- Experience in the provision of psychological services for law enforcement and fire personnel
- Knowledge of current counseling techniques and assessment instruments
- Ability to communicate ideas clearly, both orally and in writing
- Knowledge of critical incident response
- Knowledge of the latest pre-employment screening and testing using validated psychological testing instruments

- Ability to establish and maintain effective working relationships with all internal and external Denver Police Department customers and personnel
- Be familiar and current with relevant state and federal statutes and case law, as well as other legal requirements related to employment and personnel practices (e.g., disability, privacy, third-party liability).
- Licensed Psychologist in the State of Colorado
- Membership of the American Psychological Association
- Use of Critical Incident Debriefings Certification
- Member of the International Association of Chiefs of Police (IACP) Psychological Services Section

REPORTING:

The vendor will be required to provide reports to the Denver Police Department. Specific evaluation reports will be required within 10 days of case assignment. The Denver Police Department reserves the right to request summary reports that may include the number of assignments; number of officers, members, number of training sessions, class roster, course curriculum, etc.

TIMEFRAME DEFINITIONS:

The vendor must be available 24 hours per day, 7 days per week on a call-out basis.

The City and County of Denver typical business hours are 8AM – 5PM, however the Denver Police Department operations are 24/7, 365 days per year. The City defines ‘Regular business / scheduled hours’ as Monday thru Friday, 7 AM to 5 PM and ‘After business / unscheduled hours’ as Monday thru Friday 5 PM to 7 AM, Saturday and Sunday all day.

PRICING

All prices quoted shall be firm and fixed for the specified contract period.

1. How much notice is needed for Regular Services: 3 business days
2. Maximum response time to be onsite for Call-Out Services: 30 minutes
3. Rate for regular scheduled hours: \$ 63.00 / hour
4. Rate for after / un-scheduled hours: \$ 63.00 / hour
5. Rate for 24/7 on-site: \$ 63.00 / hour
6. What time does the Rate start: door to door
7. Rate for training: \$ 63.00 / class
 - a. Max Number of attendee’s at discretion of the Denver Police Department /class
 - b. Class Timeframe: dependant on topic and at discretion of the Denver Police Department

8. Rate for Critical Incident Training: \$ 63.00 / class
 - a. Max Number of attendee's at discretion of the /class
 - b. Class Timeframe: dependant on topic and at discretion of the Denver Police Department
9. Rate for meetings with Peer Support Team members: \$ 63.00 / hour
10. Rate for Victim Assistance Unit incident de-briefing: \$ 85.00 / hour
11. Rate for Individual Critical Incident Stress Management Sessions \$ 63.00 /hour
12. Rate for Group Critical Incident Stress Management Sessions \$ 63.00 /hour
 - a. Size of a group that this rate covers: 8
 - b. Class Timeframe: 1-4 hours
13. Rate for pre-employment evaluation: \$175.00 / hour (\$85.00 per hour for second stage)
14. Rate for Fitness-for-Duty assessment: \$150.00 / hour