

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 whose address is 4141 East Dickenson Place, Denver, Colorado 80222 (“MHCD”), referred to as the “Parties” collectively.

RECITALS:

A. The Parties entered into an Agreement dated December 9, 2020, and an Amendatory Agreement dated July 26, 2022 (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 Parties wish to amend the Agreement to increase the maximum contract amount, extend the term, amend the scope of work, amend the budget, and update 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 5 of the Agreement entitled “**COMPENSATION AND METHOD OF PAYMENT.**”, Subsection 5.7 entitled “**Maximum Contract Amount Paid by City to MHCD.**”, 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 **ELEVEN MILLION NINE HUNDRED SIXTY THOUSAND TWO HUNDRED TWENTY-SIX DOLLARS AND ZERO CENTS (\$11,960,226.00)** (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, and e) \$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**." 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, 2023**, 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. **Exhibit A** and **Exhibit A-1** are hereby deleted in their entirety and replaced with **Exhibit A-2, Scope of Work**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A** and **Exhibit A-1** are changed to **Exhibit A-2**.

4. 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.

5. **Exhibit I** and **Exhibit I-1** are hereby deleted in their entirety and replaced with **Exhibit I-2, Data Sharing Agreement**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit I** and **Exhibit I-1** are changed to **Exhibit I-2**.

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

7. 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.

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Contract Control Number: ENVHL-202265541-02/ENVHL-202056133-02
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:**

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-202265541-02/ENVHL-202056133-02
MENTAL HEALTH CENTER OF DENVER

By:  23F852ED077C4A9...

Name: Carl Clark, MD
(please print)

Title: President and CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A-2 – 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 five days with possible extension, for a total of up to 10 days. Crisis stabilization services will assist voluntary individuals, in a safe and secure environment. These persons 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 and nursing assessment
 - b. Behavioral health assessments/Triage
 - c. Crisis stabilization treatment supervised by a psychiatrist 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 Solution 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.

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 (20 point 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 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 provided 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 longer term housing options and/or comprehensive supportive housing, 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 will 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 MHCD's Walk-In Center.

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 CSU

6. Additional General task/s 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, provide necessary assistance in accessing those services, and conduct follow-up to determine the need for additional services and support.

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 Denver Department of Public Health staff to ensure all data contained within monthly reporting are adequate to highlight program performance.
 - ii. 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.

- iii. 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
- iv. 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 Denver Department of Public Health personnel.
- v. WellPower shall maintain and provide monthly reporting as requested by the City and its partners for performance management/evaluation.

2. Neighborhood Impact

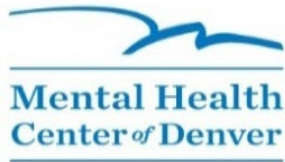
- a. The City believes that a proactive and ongoing relationship with the Sun Valley neighborhood, particularly the Sun Valley Community Coalition (SVCC) is important to the success of the Center.
- b. The City expects WellPower to engage the neighborhood organization in the development of a good neighbor agreement and to develop a process for ongoing communication.

3. Reporting & Communication

- a. WellPower shall be required to coordinate with appropriate DDPHE personnel to develop a reporting structure. WellPower shall submit reports and statistical data of facility use, as outlined in **Exhibit B - Data Sharing Agreement**.

Behavioral Health Solution Center (BHSC)

Behavioral Health Solution Center (BHSC)



	CY 2022					CY 2023				
	Triage/CSU	Shelter	Total Annual Operations	Funding from City	Projected Under Funded & Covered by MHCD	Triage/CSU	Shelter	Total Annual Operations	Funding from City	Projected Under Funded & Covered by MHCD
Bed Capacity	16	30				16	30			
Program Costs:										
Direct Expenses	\$4,231,295	\$1,594,009	\$5,825,304	\$2,854,111	(\$2,971,193)	\$4,693,259	\$1,651,760	\$6,345,018	\$2,854,111	(\$3,490,908)
Indirect Costs 30%	1,226,485	458,013	1,684,497	856,233	(828,264)	1,365,074	475,338	1,840,412	856,233	(984,178)
Total Expenses	5,457,779	2,052,022	7,509,801	3,710,344	(3,799,457)	6,058,333	2,127,097	8,185,430	3,710,344	(4,475,086)
Revenue Offsets:										
Medicaid Capitation	2,946,816	-	2,946,816	-	2,946,816	3,035,221	-	3,035,221	-	3,035,221
Fee for Service - All Payers	371,807	-	371,807	-	371,807	382,961	-	382,961	-	382,961
Contracts & Grants	-	-	-	-	-	-	-	-	-	-
Total Revenue Offsets	3,318,623	-	3,318,623	-	3,318,623	3,418,181	-	3,418,181	-	3,418,181
Net Cost	\$2,139,156	\$2,052,022	\$4,191,179	\$3,710,344	(\$480,835)	\$2,640,151	\$2,127,097	\$4,767,249	\$3,710,344	(\$1,056,905)

Exhibit I-2 - Data Sharing Agreement.



DATA USE AND SHARING AGREEMENT

This **Data Use Agreement** by and between the Mental Health Center of Denver d/b/a WellPower ("Covered Entity"); and the City and County of Denver – Denver Public Health & Environment ("Data Recipient"). 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 Recipient 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 Schedule 1.

WHEREAS, the Covered Entity will disclose the Limited Data Set(s) to Data Recipient via a monthly PDF report format in aggregate form (counts and %'s) and sent via email encryption to recipients listed in this agreement.

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 Data Use and Sharing Agreement shall commence as of the Effective Date of the Second Amendment and continue until the expiration date of amendment, or unless terminated in accordance with Section 4 below.
3. Data Recipient's Obligations. Data Recipient shall:
 - a. To the extent by law, 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 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.
 - b. Use and disclose the PHI as is minimally necessary only for the purpose(s) identified in Schedule 1, or as otherwise required by law. Schedule 1 may be modified by the Parties at any time pursuant to

Exhibit I-2 - Data Sharing Agreement.

a writing executed by all Parties. No uses or disclosures different from that permitted by the currently in-force Schedule 1 may be made until the new Schedule 1 has been signed by all Parties.

- c.
 - d. Use appropriate safeguards to the extent 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. 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 Recipient provides the PHI agree to comply with the same restrictions and conditions that apply to Data Recipient hereunder.
 - g. 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).
 - h. 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 Schedule 1.
4. Termination: Covered Entity may terminate this Agreement and any disclosures of PHI pursuant hereto, upon thirty (30) days' notice to Data Recipient if Data Recipient violates or breaches any material term or condition of this Agreement; provided, however, that Covered Entity may terminate immediately to comply with any law or regulation. Covered Entity may terminate this Agreement without cause upon thirty (30) days written notice. Upon termination, Data Recipient 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 ceases 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. 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.

Exhibit I-2 - Data Sharing Agreement.

Schedule 1

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

WellPower

- Wes Williams, Vice President and Chief Information Officer
- Susan Lucci, Interim Privacy and Security Officer
- James Linderman, Business Intelligence Manager

2. Name of Recipients of the LDS:

City and County of Denver, Denver Public Health & Environment

- Tristan Sander, Director Community and Behavioral Health
- Rose Ediger, Management Analyst Specialist

3. Purpose of LDS disclosure: Data Recipient may use and disclose the Data in accordance with the guidelines identified in the Behavioral Health Solution Center agreement (ENVHL-20256133-00) to City and County of Denver, Denver Public Health & Environment.
4. The Recipient(s) of the LDS listed in #2 are permitted to use and disclose the LDS for the following specific purposes:
 - a. Monitoring of Monthly Program Performance
 - b. Training or Evaluation Purposes
 - c. Coordination of Program Initiatives

5. Description of Limited Data Set(s) disclosed for purposes described in this Schedule 1.

Elements of the LDS will include data related to operational or clinical outcomes of the program. All information will be shared via a monthly PDF report format in aggregate form (counts and %'s) and sent via email encryption to recipients listed in this agreement. The following data will be shared in summary/aggregate form via the monthly report:

- 1) Unique Enrolled and Served by Program
- 2) Age Category
- 3) Race and Ethnicity
- 4) Substance Abuse Diagnosis
- 5) Military Veteran Status
- 6) Gender Identity
- 8) Housing Status
- 9) Services Delivered by Service Type

Exhibit I-2 - Data Sharing Agreement.

- 10) Length of Stay (LOS)
- 11) Number of Repeats by Program
- 12) Referral Source
- 13) Primary MH Diagnosis
- 14) Recovery Marker Inventory; completed by clinician on a quarterly basis based on 8 objective factors of Recovery; Symptom Management, Education, Active Growth/Orientation, Participation in Services, Employment, Housing, Substance Use, Public Utilization Data such as Jail Days, Detox Days, Psychiatric Hospitalization and Physical Hospitalization Days.
- 15) Qualtrics Survey which has 2 questions specific for the 3rd Floor Shelter Team around a) Primary Services/Resources Assisted with and b) Place of Discharge Post Care
- 16) Guarantor or Insurance Information
- 17) Number of People Opened with WellPower Treatment Episode

Patient Protected Health Information that must be excluded from the LDS is as follows:

- a. Names
- b. Postal address information, other than town or city, state, and zip code
- c. Telephone numbers
- d. Fax numbers
- e. Electronic mail addresses
- f. Social Security numbers
- g. Medical record numbers
- h. Health plan beneficiary numbers
- i. Account numbers
- j. Certificate/license numbers
- k. Vehicle identifiers and serial numbers, including license plate numbers
- l. Device identifiers and serial numbers
- m. Web Universal Resource Locators (URLs)
- n. Internet Protocol (IP) address numbers
- o. Biometric identifiers, including finger and voice prints, and
- p. Full face photographic images and any comparable images.