

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, 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, and a Second Amendment dated January 19, 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 increase the maximum contract amount, extend the term, update section 18-Examination of Records, update section 23-No Employment of Workers without Authorization, 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**”, 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 **SIXTEEN MILLION SEVENTY THOUSAND FIVE HUNDRED SIXTY DOLLARS AND ZERO CENTS (\$16,070,560.00)** (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, and f) \$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 **September 30, 2024**, 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 18 of the Agreement entitled “**Examination of Records**” is hereby deleted in its entirety and replaced with:

“18. **EXAMINATION OF RECORDS AND AUDITS.**

18.1 MHCD will keep true and complete records of all business transactions under this Agreement. Any authorized representative of the City, including the City Auditor or his or her representative, the State of Colorado, or the federal government will have the right to access and the right to examine during a mutually agreed upon time any pertinent books, documents, papers and records of MHCD, involving transactions related to the Agreement until the latter of seven (7) years after the final payment under the Agreement or expiration of the applicable statute of limitations whichever is longer. This right of access also includes timely and reasonable access to MHCD’s active personnel for the purpose of interview and discussion related to such documents.

18.2 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 MHCD’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. MHCD 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 MHCD to make disclosures in violation of state or federal privacy laws. MHCD shall at all times comply with D.R.M.C. 20-276.

18.3 MHCD acknowledges that it is subject to any and all applicable regulations or guidance of the United States Office of Management and Budget including, but not limited to, all applicable laws, rules, regulations, policy statements, and guidance issued by the Federal Government (including the United States Office of Management and Budget), regarding audit requirements and access to records requirements.

18.4 In addition to the requirements contained in Exhibit C concerning Audits, MHCD's auditor will provide an accounting certification that the audit was conducted in accordance with applicable standards set forth in the U.S. Office of Management and Budget ("OMB") circulars. All accounting practices will be in conformance with Generally Accepted Accounting Principles (GAAP). MHCD will complete and deliver a copy of its audit report as directed by the DHS Director. MHCD's agreements with Subcontractors will contain a clause stating that the Subcontractor is subject to the Audit Requirements of this Agreement or as may be imposed by Federal, State and City Law. Final financial settlement under this Agreement will be contingent upon receipt and acceptance of MHCD's audit.

18.5 If, as a result of any audit relating to the fiscal performance of MHCD or Subcontractor under this Agreement, the City receives notice of any irregularities or deficiencies in said audits, then the City will notify MHCD of such irregularities or deficiencies. MHCD will correct all identified irregularities or deficiencies within the time frames designated in the City's written notice. If the identified irregularities or deficiencies cannot be corrected by the date designated by the City, then MHCD will so notify the City in writing and will identify a date that MHCD expects to correct the irregularities or deficiencies; provided, however, that if MHCD's notice is dated within thirty (30) calendar days prior to the Expiration Date or effective date of earlier termination, then MHCD's corrections will be made and submitted to the City on or before the fifth working day from the Expiration Date or effective date of earlier termination. If corrections are not made by such date, then the final resolution of identified deficiencies or disputes

will be deemed to be resolved in the City's favor unless MHCD obtains a resolution in its favor from the responsible federal official."

4. Section 30 of the Agreement entitled "**NO EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:**" is hereby deleted in its entirety and replaced with:

"30. [RESCINDED.]"

5. 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.

6. 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.

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-202367589-03/ENVHL-202056133-03
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

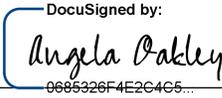
By:

By:

By:

Contract Control Number:
Contractor Name:

ENVHL-202367589-03/ENVHL-202056133-03
MENTAL HEALTH CENTER OF DENVER

By:  _____
0685328F4E2G4G5...

Name: Angela oakley
(please print)

Title: CFO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A-3 – 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 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 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. Additional service providers may be included or excluded as referral sources upon joint approval by WellPower and 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 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 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 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 Denver Department of Public Health staff to ensure all data contained within monthly reporting are adequate to highlight program performance
 - ii. Data shared shall be in accordance with the Data Sharing Agreement (Exhibit B).
 - 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
 - v. 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.
 - vi. 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 **Exhibit I-2 - Data Sharing Agreement**.
 - b. Data 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.



c. 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 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.



Exhibit B-3

Behavioral Health Solution Center (BHSC)

(01/01/24 - 09/30/24)

| | Triage/CSU | Shelter | Total Annual Operations | Funding from City | Projected Under Funded & Covered by WellPower |
|------------------------------|--------------------|--------------------|-------------------------|--------------------|---|
| Bed Capacity | 16 | 30 | | | |
| Program Costs: | | | | | |
| Direct Expenses | \$4,454,223 | \$1,565,659 | \$6,019,882 | \$3,161,795 | (\$2,858,087) |
| Indirect Costs 30% | 1,336,267 | 469,698 | 1,805,965 | 948,539 | (857,426) |
| Total Expenses | 5,790,490 | 2,035,356 | 7,825,846 | 4,110,334 | (3,715,512) |
| Revenue Offsets: | | | | | |
| Medicaid Capitation | 2,546,054 | | 2,546,054 | - | 2,546,054 |
| Fee for Service - All Payers | 248,079 | | 248,079 | - | 248,079 |
| Contracts & Grants | 102,797 | | 102,797 | | 102,797 |
| Total Revenue Offsets | 2,896,930 | - | 2,896,930 | - | 2,896,930 |
| Net Cost | \$2,893,560 | \$2,035,356 | \$4,928,916 | \$4,110,334 | (\$818,582) |

Contract Term: 12/1/2020 - 9/30/2024

Fiscal Term:

Base - 4,539,538 (12/1/2020 - 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)

Total: \$16,070,560