

## A G R E E M E N T

**THIS 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 d/b/a WELLPOWER**, a Colorado nonprofit corporation whose address is 4141 E. Dickenson Pl., Denver, CO 80222 (the “Contractor”), jointly (“the Parties”).

The Parties agree as follows:

**1. COORDINATION AND LIAISON:** The Contractor shall fully coordinate all services under the Agreement with the Executive Director of the Denver Department of Public Safety (“Executive Director”) or the Executive Director’s Designee.

**2. SERVICES TO BE PERFORMED:**

**A.** As the Executive Director directs, the Contractor shall diligently undertake, 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 Contractor is ready, willing, and able to provide the services required by this Agreement.

**C.** The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

**3. TERM:** The Agreement will commence on **September 1, 2024** and will expire on **November 30, 2025** (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.

**4. COMPENSATION AND PAYMENT:**

**A. Budget.** The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement the line item amounts set forth in the budget contained in **Exhibit B**. Amounts billed may not exceed the budget set forth in **Exhibit B**.

**B. Reimbursable Expenses:** There are no reimbursable expenses allowed under the Agreement. All of the Contractor's expenses are contained in the budget in **Exhibit B**.

**C. Invoicing:** Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

**D. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **TWO MILLION ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$2,100,000.00)** (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 Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

**E. Funding Sources:** This Agreement is funded by the Caring for Denver Foundation grant.

**5. DATA SHARING:** The parties shall comply with the **Exhibit C, Data Use and Sharing Agreement**.

**6. STATUS OF CONTRACTOR:** The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or Directors of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

**7. TERMINATION:**

A. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.

B. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

C. Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

D. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

**8. EXAMINATION OF RECORDS:** 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 audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

**9. WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

**10. INSURANCE:**

**A. General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements,

and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

**B. Proof of Insurance:** Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit D**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

**C. Additional Insureds:** For Commercial General Liability, Business Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

**D. Waiver of Subrogation:** For all coverages required under this Agreement, with the exception of Professional Liability, Contractor's insurer shall waive subrogation rights against the City.

**E. Subcontractors and Subconsultants:** Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.

**F. Workers' Compensation and Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

**G. Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

**H. Business Automobile Liability:** Contractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

**I. Professional Liability (Errors & Omissions):** Contractor shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years for all contracts except construction contracts for which the policy or Tail shall be kept in place for eight (8) years.

**J. Cyber Liability:** Contractor shall maintain Cyber Liability coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. If Claims Made, the policy shall be kept in force, or a Tail policy placed, for three (3) years.

**11. DEFENSE AND INDEMNIFICATION:**

**A.** Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

**B.** Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor’s duty to defend and indemnify City shall arise even if City is the only

party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

C. Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

E. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

**12. TAXES, CHARGES AND PENALTIES:** The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

**13. ASSIGNMENT; SUBCONTRACTING:** The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any subconsultant, subcontractor or assign.

14. **INUREMENT:** The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

15. **NO THIRD PARTY BENEFICIARY:** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

16. **NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

17. **SEVERABILITY:** Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

18. **CONFLICT OF INTEREST:**

A. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

B. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.



**19. NOTICES:** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Executive Director of Public Safety or Designee  
1331 Cherokee Street, Room 302  
Denver, Colorado 80204

With a copy of any such notice to:

Denver City Attorney's Office  
1437 Bannock St., Room 353  
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

**20. DISPUTES:** All disputes between the City and Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.

**21. GOVERNING LAW; VENUE:** The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

**22. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge,

promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

**23. COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Contractor's provision of Services hereunder, the Contractor 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, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, 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.

**24. COMPLIANCE WITH ALL LAWS:** Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

**25. LEGAL AUTHORITY:** Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

**26. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

**27. ORDER OF PRECEDENCE:** In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

**28. INTELLECTUAL PROPERTY RIGHTS:** The City and Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

**29. SURVIVAL OF CERTAIN PROVISIONS:** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor’s obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

**30. ADVERTISING AND PUBLIC DISCLOSURE:** The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor’s advertising or public relations materials without first obtaining the written

approval of the Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

**31. CONFIDENTIAL INFORMATION:**

**A. City Information:** Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent contractor would to protect its own proprietary or confidential data. “Proprietary Data” shall mean any materials or information which may be designated or marked “Proprietary” or “Confidential”, or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

**32. CITY EXECUTION OF AGREEMENT:** The 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.

**33. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

**34. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning

the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

**35. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Contractor consents to the use of electronic signatures. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically in the manner specified by the Parties. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**Exhibit List**

**Exhibit A** – Scope of Work.

**Exhibit B** – Budget.

**Exhibit C** – Data Use and Sharing Agreement.

**Exhibit D** – Certificate of Insurance.

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**Contract Control Number:** POLIC-202476447-00  
**Contractor Name:** MENTAL HEALTH CENTER OF DENVER d/b/a  
WELLPOWER

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:

\_\_\_\_\_

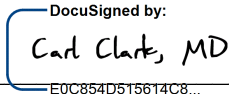
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By:

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**Contract Control Number:**  
**Contractor Name:**

POLIC-202476447-00  
MENTAL HEALTH CENTER OF DENVER d/b/a  
WELLPOWER

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

### 2025 Caring for Denver Crisis Intervention Response Unit (Co-Responders) **Denver Police Department – MHCD (dba WellPower)** **Scope of Work**

<b>Performance Period:</b>	09/01/2024 – 08/31/2025
<b>Close Out Period Ends:</b>	11/30/2025
<b>Mental Health Center of Denver Portion of Award:</b>	\$2,100,000

#### I. BACKGROUND

Nationally, 6 to 31 percent of all police contacts are with individuals with mental illnesses, making effective responses to this population critical for community safety and well-being (**Morabito et al. 2018**; Watson et al. 2010; Wilson-Bates 2008). To this end, police departments have introduced specialized training, such as crisis intervention teams (CITs; Vickers 2000). CITs consist of police officers who have gone through advanced training in dealing with mental health and behavioral crises; they have been installed in 2,700 communities nationwide as of 2019, representing 15–17 percent of all police agencies (**Helgott, Hickman, and Labossiere 2016**; Rogers, McNeil, and Binder 2019). Although specialized training for police officers continues to prove helpful in the US and abroad, it is not enough. Escalated interactions resulting in arrests and violence persist, and individuals remain without short- and long-term support (**Boazak et al. 2020**; Comartin, Swanson, and Kubiak 2019; Compton et al. 2014; Herrington and Pope 2011; Macauley 2021; Marcus and Stergiopoulos 2022; Rogers, McNeil, and Binder 2019; Skubby et al. 2012; Watson and Fulambarker 2012).

To better meet community needs, Co-Responder models are increasingly used by police departments worldwide. Originating in Los Angeles in 1993, a co-responder program typically pairs mental health professionals with police officers to respond to 911 calls involving mental health crises. However, there is significant variation in how these models have been implemented (Kridler and Huerter 2020). Denver, starting with co-response solely with the Denver Police Department (DPD), has expanded and grown to incorporate other first responder teams to better outcomes. These teams interact with Fire, Sheriff, and Parks and Recreation departments. The entirety of Denver’s program is referred to as the Crisis Intervention Response Unit (CIRU).

Denver’s Co-Responder program began in 2016 as a partnership between police officers and mental health clinicians. By sending mental health experts to accompany police officers, the Co-Responder program is intended to divert individuals from excessive engagement with the criminal-legal and crisis-response systems by connecting them to culturally and geographically appropriate community support and services. The program also strives to improve coordination across systems and service providers and cut down on unnecessary costs related to engaging with individuals with mental or behavioral health needs. The City also partners with the Caring for Denver Foundation, through a grant, to help with the cost of these services.

Through these clinical partnerships, responders are generally more effective in de-escalating crises, preventing injuries, and reducing pressure on the criminal-legal and healthcare systems by



linking individuals to appropriate community services (Shapiro et al. 2015). In fact, scholarly evaluations of co-responder programs have found them to be effective in reducing pressure on the criminal-legal system, resolving cases successfully, averting crisis escalation and injury, facilitating proper referrals to non-law enforcement services, increasing service use, and saving money (Allen Consulting Group 2012; Bailey et al. 2021; Helfgott, Hickman, and Labossiere 2016; Kisely et al. 2010; Rosenbaum 2010; Shapiro et al. 2015).

Over 8 years, the impact of the collaboration between DPD and WellPower mental health clinicians has led to over 30 thousand calls for service with only 2% of that total amount leading to arrest or citation. The unforeseen impact of an established co-responder program over the last 8 years extends beyond that of the direct support given to the individual in the community. The impact to police culture and lending of a lens of a trauma informed, client centered approach is now a working standard amongst the police districts.

Leaning on a philosophy and skill set not previously seen or understood prior to 2016, WellPower clinicians are now able to give in service trainings, update first responders on new resources, and problem solve larger system needs to best serve the interaction with any citizens in the community. A trust has also been established and strengthened because of the pairings, showing that the pairing is a force multiplier for support and fostering the mission of Denver as a city.

## **II. PROGRAM GOALS**

1. Improve crisis response through supporting individuals in crisis that encounter first responders by de-escalation and connecting individuals to appropriate alternatives and resources, reducing hospitalization and/or jail outcomes. Through clinical engagement this team can improve system response amongst first responders and create effective crisis intervention and future solutions to reduce the need for repeated interventions. Through collaboration, first responder teams can improve information sharing as appropriate across systems to improve outcomes of individuals they contact.
2. Create effective crisis intervention and solutions to reduce repeat crisis interventions.
3. Enhance law enforcement access and understanding of behavioral health and enhanced intervention skills.
4. Offer formal and informal cross-training between the law enforcement and behavioral health disciplines that generally leads to greater understanding and shifts agency culture.
5. Coordination and connection of individuals in crisis to existing or established support systems.

## **III. CRISIS INTERVENTION AND RESPONSE UNIT RESPONSIBILITIES**

1. Reinforce, foster, and create effective, collaborative partnerships between police, other first responders, mental health practitioners, and other community stakeholders.
2. Responding with first responder personnel to individuals with identified behavioral health needs.
  - a. Calls can be generated via 911-Communications or the 311-City Services line for active on-scene response

- b. Crisis intervention request post initial contact (information received directly from Denver Police, Denver Fire, Denver Sheriff, or Parks and Recreation) as crisis remains and behavioral health intervention is requested
3. Direct persons served to appropriate alternative services and resources to reduce hospitalization and/or jail time.
4. Sharing recovery-oriented education materials through training and in service with stakeholders.
5. Improve behavioral health crisis system response and create effective crisis intervention and solutions where a support is needed alongside traditional first responders.
6. Assist in low barrier, immediate access to behavioral health supports post crisis.
7. Create effective crisis intervention and solutions to reduce calls for 911 support.
8. Regularly coordinate with treatment providers to obtain information about their referral criteria, assessments, insurance requirements, payment structure, schedules, and availability for new clients.
9. Provide training and education for officers and emergency responders to improve their understanding of mental health, co-occurring addiction issues, and new trends in behavioral health supports and care. Areas of education should include but are not limited to:
  - o Roll Call Trainings
  - o District Trainings
  - o Individualized officer education
10. Provide trauma informed, harm reduction, and client centered based interventions.
11. Improve information sharing, as appropriate, across system and service providers through formalized communication and processes.
12. Expand specialized law enforcement and behavioral health strategies tailored to needs of those persons with behavioral/mental health disorders. These strategies should incorporate the Denver Police, Fire, Sheriff, and Parks Departments.
13. Evaluate program implementation and outcomes both quarterly and as a yearly report out.
14. Provide descriptive statistics on encounters as specified in this scope of work.
15. The CIRU program staff will be required to be flexible in scheduling (location and hours) as the work requires non-traditional hours. Staff will work in various Denver police districts according to DPD requests. Staff will also work with all Denver Fire assignments, Denver Sheriffs doing community-based work, and in various locations where Denver Park Rangers are required to respond.

#### **IV. SCOPE OF WORK**

1. Communicate with mental health and medical professionals to assist with coordination of care for individuals. Deploy co-responder teams comprised of a mental health clinician and a first responder (fire fighter, police, park ranger, deputy sheriff) to deescalate crisis situations among individuals experiencing crises related to mental and/or behavioral health issues, poverty, homelessness, and substance abuse to prevent criminal justice involvement. To build on the Denver model of crisis response options across the spectrum. WellPower clinicians are to follow the lead from the police officer(s) and/or other first responder agencies once the scene is deemed safe and a criminal justice-based assessment has been completed. Clinicians will identify the most appropriate response and/or setting for the person served.
2. Connect individuals who have had an encounter with a co-responder team on as needed basis to ongoing care to prevent future engagement with crisis systems.

- a. Connect individuals who have had an encounter with a co-responder team to least restrictive supports including but not limited to Colorado Crisis Line (CCL), Walk In Crisis Center (WIC) options, peer options, already established community supports or formal outpatient behavioral health treatment options.
  - b. All individuals referred to WellPower during a clinical encounter will be offered a WellPower service within 7 days of that encounter.
3. Assist to reduce entry or recidivism into the criminal justice system for those experiencing mental health and substance misuse challenges.
  4. Provide a full-time salaried, exempt status clinical manager and salaried, full-time equivalent staff who will work in collaboration and cooperation with DPD, Denver Fire (DFD), Denver Sheriff (DSD), and Department of Parks and Recreation (DPR) to provide a response to persons in crisis or in need of appropriate interventions in the community. The clinical manager and program related clinicians will be housed within DPD at no cost to this contract or the program.

a.) Clinical Manager Position Summary:

1. The Clinical Manager is an employee of vendor and has a dual reporting function with that organization and DPD. The Clinical Manager fulfills and meets the requirements and responsibilities of the Clinical Manager position and can perform all the roles and responsibilities of the Co-Responder clinicians when needed. The Clinical Manager is required to be a Colorado licensed clinician, LCSW, LPC with a CAC II or III, or LAC, dual language, Spanish speaking, is preferred. A criminal background check is required, in addition to completion of CJIS certification, approval and requirements. The Clinical Manager must be able to work cooperatively with uniform DPD officers and other criminal justice agencies and emergency responders. DPD/DSD/DFD/DPR may be consulted as part of the hiring process.
2. The Clinical Manager is responsible for the overall program management and direction of the CIRU. 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 DPD, DSD, DFD, DPR and all other parties involved to ensure appropriate policy development and service implementation. The Clinical Manager proactively builds and maintains positive relationships with the business community and other public and private entities.
3. The Clinical Manager ensures clinicians have knowledge of individual's' cultural, religious, ethnic, and social system(s) interactions, care planning and education and can produce yearly adherence to these at request.
4. The Clinical Manager has the ability to perform 27-65 (M-1) evaluations, has a working knowledge of basic physical health issues and terminology, and, experience working with persons with severe and persistent mental illness, homelessness, and addiction.

b.) Clinician Position Summary.

1. Clinicians are staff of WellPower but will work in conjunction with DPD's CIRU. Clinical Managers and clinicians are required to be licensed in Colorado as LCSW, LPC, or have continual committed hours towards licensure and are currently under WellPower clinical supervision. Dual

language, Spanish speaking, is preferred. Clinicians are required to have some experience in the mental health field. Clinicians must be able to work cooperatively with uniform DPD officers, Sheriff deputies, and other criminal justice agencies and emergency responders. A criminal background check is required by both WellPower and DPD. Clinicians are also required to be CJIS certified. DPD, DFD, DSD, and DPR may be consulted as part of the hiring process.

2. For the various Departments, Clinicians will:
  - a. **Denver Police Department:** Will ride with DPD (in coordination with 911 communication center) in response to acute behavioral health related 911 calls. Will also receive referrals from non-patrol based DPD teams to help support additional community members' behavioral health needs
  - b. **Denver Sheriff's Department:** Will receive referrals and/or ride with Denver Sheriffs in response to civil support within Denver, including but not limited to evictions where behavioral health needs require assistance as well as probate court pick up orders. Will develop and follow up with long term plans for individuals contacted as appropriate.
  - c. **Denver Fire Department:** Will receive referrals from DFD in response to mental health related 911 calls where the fire department is primary and there is a presenting behavioral health need. Will develop and follow up with long term plans for individuals contacted as appropriate. Will work towards developing a system to respond on scene as requested by DFD and in coordination with 911 communications center.
  - d. **Denver Parks and Recreation Department:** Will respond with Denver Park Rangers on locations that fall under their scope where behavioral health needs are required.
3. Provide field-based behavioral health evaluations/problem identification, crisis interventions, and system navigation to individuals as needed or assigned. Develops short-term crisis and safety plans and provides interventions and connections to appropriate treatment with follow-up at disposition times.
4. Coordinate medication/medicinal needs of clients with psychiatrists, primary care doctors, nurses, and other medical sources as part of crisis resolution as appropriate.
5. Maintain accurate and timely clinical records and enter data and complete reports consistent with required standards.
6. Possess knowledge of crisis intervention and trauma. Has the ability to provide:
  - a. Immediate crisis intervention and brief therapy processes. Experienced in working with people with severe and persistent mental illness and individuals with high levels of substance misuse as well as other social determinants of health.
  - b. Possess knowledge of community resources.
  - c. Has the ability to place individuals on a 27-65 (M-1) hold when criteria are met.

- d. Familiar with alternatives to jail options to support individuals post crisis needs.
  - e. Creative problem solving and support to low barrier service connection.
  7. Possesses knowledge and ongoing education of individuals cultural, religious, ethnic, and social systems interactions, care planning and education.
  8. Has a working knowledge of basic physical health terminology and resources.
  9. Has skill in establishing a treatment alliance and engaging the individual in goal setting and prioritizing.
  10. Possess the ability to communicate effectively and work cooperatively with internal and external stakeholders.
  11. Routinely consults, negotiates, and coordinates with internal and external resources to ensure collaborative efforts to maximize outcomes.
  12. Demonstrates leadership in facilitating multidisciplinary communications and care meetings (e.g., care conference and rounds) and utilizes information to assess and reassess care needs.
  13. As required, Clinicians will provide witness statements to DPD or other first responder agencies relating to what they saw, heard, or did at the scene they responded as part of their work duties. This will be to the extent consistent with law as well as their independent professional judgment and responsibilities.
- c.) Additional Requirements:
1. The term clinician includes the professional job titles known as Licensed Clinician Social Worker (LCSW) and Licensed Marriage Family Therapist (LMFT) or Licensed Professional Councilor (LPC). Licensing does not have to be a requirement if it can be demonstrated that the program goals can be accomplished without it.
  2. CIRU is a 24/7 program
  3. Multi-lingual clinicians are preferred
  4. Ability to pass a standard background check and CJIS requirements to have access to law enforcement confidential information.
  5. Experience in similar fields or projects in crisis services preferred
5. Additional Responsibilities:
- a.) Ensure funds are only used to perform the work of the CIRU.
  - b.) Ensure and provide appropriate documentation, tracking, and billing of program expenses including all staff timecards reflecting actual time spent for purposes of this contract.
  - c.) Work with the Department of Safety (“DOS”), and other service providers to ensure appropriate data is collected and tracked.
  - d.) 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, assessment/screening data, diagnosis data, arrest/citation data, provider referral data, housing status data, treatment data when accessed into services and mental health-initiated response data.
  - e.) Provide quarterly data updates and final program report on client and program data collected as described above.

- f.) Ensure appropriate documentation of services provided and case history in accordance with the Behavioral Health Administration (BHA) standards.
- g.) Ensure supervision and ongoing training of staff and implementation of the CIRU model as designed.
- h.) Track, report and charge all eligible services to applicable benefit plans and third-party payers as the primary payers. Only invoice Grantor, Caring for Denver Foundation, for approved budgeted noncovered costs. Report total costs and amounts paid by other third-party payers, including insurance and Medicaid.
- i.) 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.

## V. PROCESS AND OUTCOME MEASURES

The following are measurements that DOS has to report out to various entities and are a minimum requirement to report.

### A. Process Measures

#### Co-Responders

- 1) Identify referral source to the CIRU.
  - a. Police
  - b. Fire
  - c. Sheriff
  - d. Parks and Recreation Department
  - e. Other
- 2) Call to service type
  - a. Demographics
  - b. Common Diagnosis as well as Co-Occurring
  - c. Jail/Hospital/WIC transports percentage
- 3) Number of encounters
  - 1. AVATAR Captures
  - 2. Resource and Support Captures
  - 3. Total DPD calls Co-Responders assist on (provided by DOS)
- 4) Track post crisis location support, which include but are not limited to:
  - a. Transportation of individuals to the hospital and/or jail.
  - b. Connection to alternative diversion centers like Behavioral Health Solution Center/Walk-in-Crisis Center/Assessment Intake and Diversion Centers etc.
  - c. Community organizations and clinics
  - d. Shelters/day shelters
- 5) Track the number of people served, Average number of contacts per individual, and services/referrals provided during the contract term.
- 6) Track the number of repeat crisis interventions.
  - a. Average yearly contacts on repeat individuals
  - b. Call types on these individuals

- 7) Number/Percent of contacts that are:
  - a. Placed on Mental Health hold (M1)
  - b. Issued Citations
  - c. Arrested
- 8) Number/Percent given resources and what those resources were
- 9) Percent referred to services with WellPower
  - a. Percent receiving services from WellPower within 90 days of an encounter and which services they received.
  - b. Percent in intake for WellPower services
    1. Percent accessing those services within 7 days
  - c. Average time between scheduled access to services
- 10) Percent referred to services with other providers, including but not limited to community mental health or substance misuse treatment providers
- 11) Percent breakdown by what kind of services were referred to, including but not limited to percent recommended for mental health care and percent recommended for substance misuse treatment

## **B. Performance Management and Reporting**

- 1) Performance Management

Monitoring will be performed by the Crisis Service Bureau of the DPD

  - 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:
    - i. Current program information to determine the extent to which WellPower is achieving established contractual goals.
    - ii. Financial systems and billings to ensure that contract funds are allocated and expended in accordance with the terms of the agreement. WellPower is required to provide all invoicing documents in accordance with invoicing requirements communicated to WellPower prior to the effective date of the contract. The Controller's Office will review the quality of the submitted invoice monthly.
    - iii. There may be regular performance monitoring by program area and City leaders. Performance issues may be addressed by City leaders including from DPD and program area experts.

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.

## **C. Reporting**

The following reports shall be developed and delivered to the City as stated in this section.

Continued Next Page

Report Name	Description	Frequency	Reports to be sent to:
Quarterly Progress Report	<p>Quarterly Progress Reports will be submitted to the Crisis Service Bureau with Denver Police 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. Report should include the following aggregate data when available:</p> <ol style="list-style-type: none"> <li>1. Aggregate client demographic data</li> <li>2. WellPower enrollments and services data</li> <li>3. Descriptive encounter data</li> <li>4. Encounter results data</li> <li>5. Referral data</li> <li>6. Language services data</li> <li>7. Process measures listed in Section III.A.1-8</li> </ol>	Quarterly	Director of Crisis Services with Denver Police
Contract Summary Report	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 unspent funds, etc.	Contract end, within 45 days after term end	<p>Director of Crisis Services with Denver Police</p> <p>Contracting Services Supervisor</p>
Other reports as reasonably requested by the City.	To be determined (TBD)	TBD	

**VI. DATA USE AND SHARING**

*See EXHIBIT C*

**VII. BUDGET**

*See EXHIBIT B*



## VIII. BILLING PROCESS

- A. **All financial transactions must conform to the Caring for Denver financial guidelines, as well as the City and County of Denver policies and procedures.**
- B. WellPower will invoice the Denver Police Department on a **reimbursement basis**. Invoices will be sent monthly. Invoices must be received no more than twenty-five (25) days after the prior month's end.
- C. The final invoice shall be submitted to DPD Finance no later than 20 days following the performance period end date. All expenses must be incurred prior to the grants project's end date.
- D. Program Income is defined as income received by WellPower from a third-party company (i.e. – Medicare, Medicaid, private insurance companies) and any program income received by WellPower will be deducted from total allowable expenses, when billing the agency.
- E. WellPower shall submit monthly, itemized invoices for reimbursement supported by appropriate documentation. WellPower is not required to send all of the detailed documentation described below, but may be asked to provide the following, upon request:
  - 1. Expenditures for personnel supported by time allocated to the grant with payroll registers or check remittance advice for each individual.
  - 2. Timesheets that record the activity and time involved and signature by the individual and his/her supervisor.
  - 3. Payroll register or check remittance advice for personnel costs with approved rates.
  - 4. Documentation of general ledger, indirect costs, all supporting documentation for travel costs, and supporting invoices for all supplies.
  - 5. Equipment/supply purchases supported with copies of invoices.
- F. Payments will be made to WellPower once the invoice has been deemed complete and the response has been checked for accuracy and approved by the Project Director.
- G. Questions about invoices and supporting documentation should be directed to:
  - DOS Finance Services
  - Phone: 720.913.6754
  - e-mail: [DOSFinance@denvergov.org](mailto:DOSFinance@denvergov.org)
  - Invoices will be sent to: [DOSFinance@denvergov.org](mailto:DOSFinance@denvergov.org)

## IX. REVENUE SOURCES:

- A. Caring for Denver Foundation funds, Medicaid, Medicare, Veterans Administration and other third-party benefit plans and/or programs are revenue sources. Funds provided by Caring for Denver Foundation 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. Caring for Denver Foundation is the payer of last resort.

B. 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 Caring for Denver Foundation. WellPower may be asked to submit receipts and/or appropriate documentation for budget-approved expenses. Payment to be based on submission of a monthly invoice and appropriate backup documentation as requested.

C. Unallowable Costs:

The following expenses will not be reimbursed through this grant and should not be included in invoices sent to DPD:

1. Employee bonuses
2. Awards and certificates
3. Incentives
4. Entertainment charges
5. Fees, fines, or penalties
6. Sales/use tax
7. Food and beverage costs
8. Travel expenses (e.g. lodging, meals) that exceed the published GSA rates (<http://www.gsa.gov/travel>) will not be reimbursed by grant funds.

**X. PROJECT CONTACTS:**

WellPower Operational–Samantha Rabins	<a href="mailto:Samantha.rabins@wellpower.org">Samantha.rabins@wellpower.org</a>	720-602-8882
WellPower Payer Contracting-Mia Burr	<a href="mailto:mia.burr@wellpower.org">mia.burr@wellpower.org</a> ; <a href="mailto:contracting@wellpower.org">contracting@wellpower.org</a> <a href="mailto:Grants.accounting@wellpower.org">Grants.accounting@wellpower.org</a>	303-504-6630 303-504-6539
DPD Operational – Chris Richardson DOS Fiscal – DOS Financial Services	<a href="mailto:chris.richardson@denvergov.org">chris.richardson@denvergov.org</a> <a href="mailto:DOSFinance@denvergov.org">DOSFinance@denvergov.org</a>	720-641-0091

Exhibit B  
**Caring for Denver Crisis Intervention Response Unit  
 Co-Responders 2024-2025**

<b>Personnel</b>	<b>Amount</b>
Co-Responders - 24 FTE's	1,988,896
Program Director - .25FTE	30,664
Program Manager - 1. FTE's	106,912
Evaluation - .5 FTE	45,562
Clinical Case Manager II - 0FTE's	-
Behavioral Health Navigator 0.5 FTE - Roads 2 Recovery	39,312
Extra as needed shifts	16,478
Manager On-Call - 1/3	18,000
<b>Personnel Subtotal</b>	<b>2,245,824</b>
Fringe @ 21% (FICA, worker's compensation, health insurance, and/or group-term life insurance coverage)	471,623
<b>Total Personnel and Benefit Costs</b>	<b>2,717,447</b>
<b>Travel</b>	
Mileage @ \$.67/mile - 100 miles/month & Parking	11,017
<b>Travel Total</b>	<b>11,017</b>
<b>Equipment</b>	
Laptops	-
New Cell Phones	-
Radio's	-
<b>Equipment Total</b>	<b>-</b>
<b>Supplies</b>	
Uniforms w/ Embroidary - \$940/ per person	4,700
Business Cards - \$300/ per person	3,000
Wifi/Phones	17,990
Crisis Intervention Supplies - Narcan, Tourniquet, etc	2,125
Crisis & Resource Cards	1,300
Backpack w/ Crisis Supplies	1,500
Bus Tickets	4,000
<b>Supplies Total</b>	<b>34,615</b>
<b>Other</b>	
Staff Training - Vital Hearts	7,500
Staff Training - Crisis Negotiation	2,560
Conference / Professional Groups	6,000
Zoom License - Virtual Co-Responder	-
Wrap-Around Funds*	6,461
CAC Courses	-
<b>Other Total</b>	<b>22,521</b>

<b>Total Direct Exp</b>	<b>2,785,600</b>
<b>IT Infrastructure 10%</b>	<b>278,560</b>
<b>Other - Overhead 10%</b>	<b>278,560</b>
Less Program Income	1,242,720
<b>GRAND TOTAL</b>	<b>2,100,000</b>

\* Wrap-Around Funds include emergency housing, clothing, food, or medications for individuals experiencing behavioral health crisis.



## **Exhibit C**

### **DATA USE AND SHARING AGREEMENT**

This **Data Use and Sharing Agreement** ("Agreement"), effective as of the date of last signature hereto (the "Effective Date"), is by and between the Mental Health Center of Denver d/b/a WellPower ("Covered Entity"); and the City and County of Denver Department of Safety and the Denver Police Department. ("Data Recipients"). 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 Recipients 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 Exhibit C to this Data Use and Sharing Agreement.

WHEREAS, the Covered Entity will disclose the data outlined in the attached Exhibit C, Statement of Work of this Data Use and Sharing Agreement to Data Recipients through a secure SFTP site established by the Denver Department of Safety.

NOW, THEREFORE, the Parties agree as follows.

1. 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 Agreement shall commence as of the Effective Date of the primary contract and continue in accordance with the terms of the agreement between WellPower and the Denver Department of Safety and Denver Police Department for the Crisis Intervention Response Unit ("Co-Responder") program.
3. Data Recipients' Obligations. Data Recipients shall:
  - a. 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 Health Insurance Portability and Accountability Act of 1996 (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 Exhibit C, or as otherwise required by law. Exhibit C may be modified by the Parties at any time pursuant to a writing executed by all Parties. No uses or disclosures may be made until the new Exhibit C has been signed by all Parties.
  - c. The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance with applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act and the HIPAA regulations as they exist or may hereafter be amended.
  - d. Use appropriate safeguards as 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. The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that impose more stringent requirements with respect to privacy of PHI.
  - g. 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 Recipients provide the PHI agree to comply with the same restrictions and conditions that apply to Data Recipients hereunder.
  - h. 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).
  - i. 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 Exhibit C.
  - j. The parties understand that the HIPAA Privacy and Security rules apply to the Data Recipients in the same manner as they apply to WellPower. The Data Recipients agree to comply at all times with the terms of this Agreement and the applicable standards, implementation specifications, and requirements of the Privacy and Security rules, as they exist or may hereafter be amended, with respect to PHI.
4. Applicable Laws. The Parties agree to abide by all applicable laws and regulations, including but not limited to any applicable privacy laws.

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.
6. Merger. This Agreement shall supersede any prior agreement or understanding between the Parties, written, oral or implied pertaining to the subject matter of this Agreement.

To evidence the Parties' acceptance of this Agreement, they have executed this Agreement as of the day and year last written below.

**COVERED ENTITY**

**MENTAL HEALTH CENTER OF DENVER D/B/A WELLPPOWER**

By: \_\_\_\_\_ (e-signature) \_\_\_\_\_  
Wes Williams Date  
Vice President and Chief Information Officer

**CITY AND COUNTY OF DENVER**

By: \_\_\_\_\_ (e-signature) \_\_\_\_\_  
Name Date  
Title

**EXHIBIT C-1**  
**Data Use and Sharing Agreement**  
**Statement of Work**

All data and information referenced within this Statement of Work (SOW) shall be shared and disclosed by relevant program personnel employed by the Parties of this Agreement. Data will be retained on a five-year retention policy in compliance with the Caring for Denver Foundation policy. No other agency or department within the City and County of Denver, other public or private agencies or individuals shall have direct access to any raw data, information or systems, or any information collected or stored by the Parties.

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

The WellPower Evaluation and Research team and select other Information Systems staff will have access to the data in the secure data warehouse.

**WellPower**

- Wes Williams, Vice President and Chief Information Officer
- Tracesea Slater, Evaluation and Research Manager

2. Name of Recipients of the LDS:

**City and County of Denver**

- Emily Lauck, Director of Legislation and Policy
- Blake Christenson, Data Analytics Specialist

3. Purpose of LDS disclosure:

- A. Covered Entity and Data Recipients may use and disclose the Data in paragraph 5 below in accordance with the guidelines identified in this Data Use and Sharing Agreement and the terms of the primary contracts between WellPower and the Denver Department of Safety and the Denver Police Department for the Crisis Intervention Response Unit ("Co-Responder"). Data will be collected and analyzed to determine outcomes that can be applied to future program and service enhancements.
- B. WellPower will use data per this agreement to complement program evaluation reports and program improvement efforts.
- C. WellPower will combine any data received per this agreement with other internal WellPower data related to the specific co-responder programs and individuals in those programs.

4. Description of Limited Data Set(s) disclosed for purposes described in this Exhibit C.

- a. The Denver Department of Safety will provide the following data to WellPower. Data submissions will include retroactive data from January 2020.



1. Incident level-data for Co-Responder programs working with Department of Safety agencies, such as Denver Police Department, Denver Sheriff Department, Parks and Recreation, and Denver Fire Department. Data elements will include:

- Master Incident Group ID (MIGI)
- ID
- Master Incident Number (MIN)
- Agency\_Type
- Response\_Date
- Problem
- Priority\_Number
- CallClass
- Call\_Disposition
- Cancel\_Reason
- Address
- Apartment
- Radio\_Name
- V\_Assigned
- V\_ArrivedAtScene
- V\_CallCleared
- xcoord – longitude
- ycoord – latitude
- ID\_count
- MIGI\_count
- Date
- Week
- YearMonth
- YearMonthNum
- Quarter
- Year
- Arrived
- IsCIRU
- ID\_CIRUOnS IsPolice
- IsEMS
- IsFire
- ID\_ArrivalNum
- ID\_FirstArrivalRadio
- ID\_FirstArrivalAgency
- ID\_DPDOOnScene
- MIGI\_ArrivalNum
- MIGI\_FirstArrivalRadio
- MIGI\_FirstArrivalAgency
- MIGI\_DPDOOnScene
- MIGI\_FireOnScene
- MIGI\_EMSONScene
- DPDAssigned
- ID\_DPDAssigned
- DPDAssignedWArrival

- ID\_DPDAssignedWArrival
  - DPDArrivalTime
  - ID\_DPDArrivalTime
- b. WellPower will provide the data elements listed below to the Denver Department of Safety. Data submissions will include retroactive data from January 2020.
1. Aggregate data on individuals who had contact with Co-Responders working with agencies within the Denver Department of Safety, including Denver Police Dept., Denver Sheriff Dept., Denver Parks and Recreation and Denver Fire Dept. Aggregate data elements will include:
    - a) Gender identity
    - b) Race/ethnicity
    - c) Age
    - d) Diagnoses
    - e) WellPower program enrollments
    - f) WellPower services provided
    - g) Data from brief encounter forms

## 5. Reporting

- a. WellPower and/or the City of Denver Department of Safety (DDOS) will provide reports and information as prescribed within this SOW and related contracts for Co-Responder programs, or upon request pending review by WellPower and/or DDOS.
- b. The DDOS will upload the data elements identified in paragraph 4 above quarterly to a secure SFTP site established by the DDOS.
- c. WellPower's Information Systems staff will upload data monthly to the secure SFTP site when established by the DOS.
- d. WellPower will not be reporting any individual level data or any combinations of data that might be able to identify an individual in any reports out to the community. Reports using any City data will be in aggregate.

## 6. Data Security

WellPower uses industry best practices for the cybersecurity of PHI. All data will be kept in a secure network location with firewalls. All WellPower staff who have access to data are trained on the importance of confidentiality and on protocols for maintaining confidentiality and protecting sensitive information.

## 7. Method of Data Sharing

- a. The City of Denver Department of Safety will establish a secure SFTP site where data will be collected and stored.
- b. Any data being transferred via email will be encrypted.
- c. There will be no additional expenses related to sharing the data.

#### 8. Publication Approval

Any WellPower desire to share/publish data will be evaluated in advance and approved in writing by DDOS Director Emily Lauck or her successor.



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/10/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Confluence Insurance 384 Inverness Parkway, Suite 170  Englewood CO 80112		<b>CONTACT NAME:</b> Confluence Insurance <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> certificate@confluenceinsurance.com																						
<b>INSURED</b> Mental Health Center of Denver dba WellPower 4141 E. Dickenson Place  Denver CO 80222		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>PHILADELPHIA IND INS CO</td> <td>18058</td> </tr> <tr> <td>INSURER B :</td> <td>PINNACOL ASSUR</td> <td>41190</td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	PHILADELPHIA IND INS CO	18058	INSURER B :	PINNACOL ASSUR	41190	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____	Y	Y	PHPK2566804	07/01/2024	07/01/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$1,000 <input checked="" type="checkbox"/> Coll \$1,000	Y	Y	PHPK2566804	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	PHUB868458	07/01/2024	07/01/2025	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	4045260	07/01/2024	07/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	Professional Liability Occurrence Form			PHPK2566804	07/01/2024	07/01/2025	Each Occurrence	\$1,000,000
							Aggregate	\$3,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

See ACORD 101

**CERTIFICATE HOLDER CANCELLATION**

CITY AND COUNTY OF DENVER  DEPARTMENT OF SAFETY 1331 CHEROKEE STREET, ROOM 302 DENVER CO 80204	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Gary Friedman</i>

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

AGENCY Confluence Insurance		NAMED INSURED Mental Health Center of Denver dba WellPower	
POLICY NUMBER PHPK2566804, PHUB868458, 4045260			
CARRIER PHILADELPHIA IND INS CO	NAIC CODE 18058, , 411	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25      **FORM TITLE:** Certificate Of Liability Insurance

As required by written contract, the City and County of Denver, it's Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured as respects to the Commercial General Liability, Business Auto Liability and Umbrella Liability. A Waiver of Subrogation is included in favor of Certificate Holder under the General Liability, Auto Liability, Workers Compensation and Umbrella Liability in accordance with all policy terms and conditions.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2024

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<b>INSURED</b> Mental Health Center of Denver dba WellPower 4141 E. Dickenson Place  Denver CO 80222	

**COVERAGES**    **CERTIFICATE NUMBER:**    **REVISION NUMBER:**

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							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
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	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
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							PROPERTY DAMAGE (Per accident)	\$
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	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
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							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Cyber Liability, Data Risk and Media Liability			H23NGP227437	07/01/2024	07/01/2025	Each Claim/Agg Retention Each CI	5,000,000 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  CITY AND COUNTY OF DENVER  DEPARTMENT OF SAFETY 1331 CHEROKEE STREET, ROOM 302 DENVER CO 80204	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Gary Friedman</i>
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