

AMENDATORY AGREEMENT

This **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, doing business as WellPower, whose address is 4141 E. Dickenson Place, Denver, Colorado 80222 (the “Contractor”), jointly (“the Parties”). **RECITALS:**

A. The Parties entered into an Agreement dated February 17, 2022, (the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, the Scope of Work and Budget, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, amend the scope of work, and amend the budget.

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

1. Section 3 of the Agreement entitled “**TERM:**” is hereby deleted in its entirety and replaced with:

“**3. TERM:** The Agreement will commence on **January 1, 2022**, and will expire on **December 31, 2023** (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”

2. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT:**” Sub-section d. (1) entitled “**Maximum Contract Amount:**” is hereby deleted in its entirety and replaced with:

“**d. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **TWO MILLION TWO HUNDRED SEVENTY-SEVEN THOUSAND FIVE HUNDRED SIXTY-SEVEN DOLLARS AND NO CENTS (\$2,277,567.00)** (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.”

3. All references in the original Agreement to **Exhibit A** now refer to both **Exhibit A** and **Exhibit A-1**. **Exhibit A-1** is attached and incorporated by reference herein.

4. All references in the original Agreement to **Exhibit B** now refer to both **Exhibit B** and **Exhibit B-1**. **Exhibit B-1** is attached and incorporated by reference herein.

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

6. This 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-202265542-01/ENVHL-202160835-01
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-202265542-01/ENVHL-202160835-01
MENTAL HEALTH CENTER OF DENVER

By:  _____
23F852ED077C4A9...

Name: Carl Clark, MD
(please print)

Title: President and CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A -1
SCOPE OF WORK

Mental Health Center of Denver d/b/a WellPower
S.T.A.R. Expansion Community Support Services - Emergency Response

I. Purpose of Agreement

The purpose of the Support Team Assisted Response (STAR) Program is to facilitate the City of Denver’s and WellPower’s efforts to provide Licensed Behavioral Health Clinicians (or Unlicensed, under supervision) to low-risk behavioral health calls to de-escalate and connect residents in distress with appropriate services. STAR provides a broad range of no-cost services such as providing information and referrals, crisis intervention, counseling, transportation solutions, and social service needs. t

II. Services

1. The Office of Behavioral Health Strategies (OBHS), on behalf of the City of Denver, wishes to contract with WellPower to provide assistance to the STAR program.
2. The STAR Program will:
 - A. Provide de-escalation, connection, and system navigation for anyone utilizing the STAR dedicated phone number or 911.
 - B. Assist in supporting client self-identified needs. This includes:
 - a. Access to low barrier treatment options.
 - b. Reconnection to service providers or safe locations identified by the client.
 - c. Transport to identified supports as needed.
 - d. Referral and connection to additional case management supports that can be utilized to tap into support and system navigation post crisis.
 - C. Deploy response teams that include, but are not limited to, Licensed Behavioral Health Clinician (or Unlicensed, under supervision).
 - D. Provide linkages to short-term support assistance and long-term follow-up care
 - E. Be available for up to 24 hours daily (7 days per week) based on assessed need, but no less than 16 hours daily.
 - F. Provide STAR staff with training that includes best practices related to required activities of the team, including cultural responsiveness training specific to the target population, universal precautions, and biohazard waste disposal. DDPHE staff may review and recommend changes to training curriculum if they differ from recommended practices.
 - G. Secure any protected health information resulting from service delivery according to applicable federal, state and local law and rules, with robust policies and procedures in place to maintain the confidentiality of protected health information.
 - H. Deliver telehealth services via encrypted technology compliant with HIPAA.
 - I. Have signed and dated confidentiality agreements for all staff and volunteers on file.
 - J. Hold in confidence proprietary data or confidential information that may be owned or controlled by the City or may be owned or controlled by other governmental entities and is collected in the performance of services. Vendor may only use this data and confidential information for the performance of services. Vendor will be required to handle, maintain, and protect all such data or information in accordance with any applicable local, state or federal laws, rules or regulations that may apply.
 - K. Conduct formative and process evaluation as part of the ongoing activities of the program.
 - L. Bring the following values to the project:



EXHIBIT A -1
SCOPE OF WORK

Mental Health Center of Denver d/b/a WellPower
S.T.A.R. Expansion Community Support Services - Emergency Response

- a. Culturally Responsive
 - A program that is culturally responsive will include responders and providers who share lived experiences and identify with Denver’s diverse population. In doing so, the program will be more trustworthy and responsible to the community that it serves.
- b. Linguistically Specific
 - A program that fosters the many languages that are spoken by the community it serves will ensure that people will trust and rely on the program to serve their needs.
- c. Holistic Care
 - Key to success for the STAR program is the recognition that the van itself is just one mechanism that lives within a continuum of care and support to people who are in crisis. Holistic care ensures connecting those in crisis with long-term support, services, and treatment to reduce repeat calls.
- d. Do No Harm
 - The STAR program shall commit to a “do no harm” approach. In addition, the STAR program itself will use a harm reductionist approach recognizing that not every crisis can be “resolved” in the moment, but rather navigated and creating trust with the person in crisis to help them continue through programs and services that meet their needs.
- e. Healthy De-Escalation
 - The STAR program will commit to de-escalation as a guiding principle of engaging with individuals and communities in crisis.
- f. Problem Resolution
 - The STAR program will be dedicated to identifying, navigating, and solving problems that they encounter through serving individuals in crisis.
- g. Healthy Outcomes
 - Much of what the program will respond to will be public health issues and social determinants of health. Because of that, the STAR program will be dedicated to improving the health of those they engage with as components of improving community health.
- h. Community Empowerment and Resilience
 - STAR will be dedicated to community empowerment and resilience through building trusted relationships and connecting people to services and support.
- i. Self Determination
 - Communities are supported in self-determination to decide and build safety, survival, and thriving. The STAR program will act as a vehicle towards empowerment and support.



EXHIBIT A -1
SCOPE OF WORK

Mental Health Center of Denver d/b/a WellPower
S.T.A.R. Expansion Community Support Services - Emergency Response

- j. Alternatives to Policing: WellPower sends appropriate behavior health professionals to mental health distress calls triaged through Safety.
 - k. Department Non-Violence
 - The STAR program will be committed to non-violence and de-escalation.
 - l. Trauma-informed
 - The STAR Program should have a trauma-informed approach to incorporating the needs of individuals impacted by systemic violence and trauma that they experience as the result of both systemic and personal harm. The program will understand that individuals served by the STAR program are disproportionately impacted by violence and trauma and should be driven by their needs first and foremost.
3. The objectives of the STAR Team are to:
- a. Increase connection to behavioral health services and community resources for those reached by STAR.
 - b. Provide more appropriate response and reduce emergency calls to police, fire department, and EMS.
 - c. Improve information sharing across systems and service providers involved in administering STAR.
 - d. Increase partnerships with community organizations through collaboration Servicios De La Raza.
4. Funds provide for a full-time salaried, exempt status WellPower clinical program manager and salaried, full-time equivalent WellPower clinicians to provide a response to persons in Distress or in need of appropriate interventions in the community. Additionally, WellPower will provide a .5 FTE evaluator to assist with program evaluation.
5. Clinical Program Manager Position Summary
- A. The clinical manager is responsible for the overall WellPower clinical program services and, coordinated direction of STAR with Denver Health Paramedic Division as well as the Department of Safety's 911 STAR Operations Manager. 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 Department of Safety personnel and community partners. Additionally, will ensure policy development and service implementation in coordination with Denver Health Paramedic Division as well as the Department of Safety's 911 STAR Operations Manager. The clinical manager proactively builds and maintains positive relationships with the business community and other public and private entities.
 - B. The clinical manager ensures clinicians have knowledge of consumers' cultural, religious, ethnic, and social systems interactions, care planning and education. Clinical Manager will grow and develop ongoing culturally specific trainings to help develop a more educated and culturally understanding team. Will work with community stakeholders on being able to bring their specific knowledge and understanding of the populations they serve to training of STAR staff.



EXHIBIT A -1
SCOPE OF WORK

Mental Health Center of Denver d/b/a WellPower
S.T.A.R. Expansion Community Support Services - Emergency Response

- C. The clinical manager performs 27-65 (M-1) evaluations, has a working knowledge of basic physical health issues and terminology, and, has at least three years of experience working with persons with severe and persistent mental illness, homelessness, and addiction.
- D. The clinical manager is an employee of, and supervised by, WellPower and has a dual reporting function with WellPower and coordination with Department of Safety. The clinical manager fulfills and meets the requirement and responsibilities of the Clinical Manager Job Description and can perform all the roles and responsibilities of the WellPower clinicians. The clinical manager is required to be a Colorado licensed clinician, LCSW, LPC with a CAC II or III, or LAC, Spanish speaking is preferred. A criminal background check is required. The clinical manager must be able to work cooperatively with uniform DPD officers and other criminal justice and emergency responders. DPD and Crime Prevention and Control Commission (CPC) may be consulted as part of the hiring process

16. Clinician Position Summary

- A. Provides field-based behavioral health evaluations/problem identification, distress interventions, system navigation and when needed short-term, pro-active engagement of individual previously contacted in the community. Develops short-term case/safety/crisis plan and provides interventions and connections to appropriate treatment with follow-up at disposition times.
- B. Initiates follow-through for available benefit enrollment, as appropriate, as well as WellPower referral for enrollment when appropriate.
- C. Assist individuals in accessing needed connection to services where transportation may be the immediate barrier.
- D. Educate and support communities unfamiliar with resources and community supports about available options. This can be done both from discussion and education as well as linkage to specific community supports.
- E. Coordinates access to medication/primary physical needs of consumers with psychiatrists, nurses, and other health sources as available. Maintains accurate and timely clinical records and enters data and completes reports consistent with WellPower standards.
- F. Possess knowledge of crisis intervention and trauma. Has the ability to provide brief crisis intervention and support in a trauma informed, client centered approach. Experienced in working with people with severe and persistent mental illness and consumers with high levels of substance misuse and homelessness. Possess knowledge of community resources. Has the ability to place consumer on a 27-65 (M-1) hold.
- G. Possess knowledge of consumers' cultural, religious, ethnic, and social systems interactions, care planning and education. Has a working knowledge of basic physical health terminology and resources. Has skill in establishing a treatment alliance and engaging the customer in goal setting and prioritizing. Possess the ability to communicate effectively and work cooperatively with internal and external customers.
- H. Routinely consults, negotiates, and coordinates with internal and external resources to ensure collaborative efforts to maximize consumer outcomes and positive long term service supports. Demonstrates leadership in facilitating multidisciplinary communications and care meetings (i.e. care conference and rounds) and utilizes information to assess and reassess care needs.



EXHIBIT A -1
SCOPE OF WORK

Mental Health Center of Denver d/b/a WellPower
S.T.A.R. Expansion Community Support Services - Emergency Response

- I. Clinicians are staff of WellPower but will work in conjunction with Denver 911, Denver Police, STAR Paramedics/ EMTS, Denver Fire, Denver Sheriff, Co-Responder Units, Behavioral Health Solution Center, Walk-in-Crisis Center, Servicious De La Raza staff, and other first responders to coordinate best outcomes and safety. Clinicians are required to be licensed in Colorado as LCSW, LPC with a CAC II or III, or LAC or Masters level working toward licensure. Clinicians are required to have at least three years of experience, Spanish speaking preferred. Clinicians must be able to work cooperatively with uniform DPD officers, Sheriff deputies, and other criminal justice and emergency responders. Criminal background check is required. DPD and CPCC may be consulted as part of the hiring process.
17. WellPower Evaluator Position Summary
 - A. Design data collection tools and protocols.
 - B. Collect data through interviews, surveys, and focus groups with staff, people we serve, community members, and stakeholders in collaboration with 3rd party evaluator.
 - C. Analyze both quantitative and qualitative data from internal and external sources in collaboration with 3rd party evaluator.
 - D. Create presentations, documents, and dashboards for reporting and monitoring.
 - E. Work with external stakeholders to advise, provide technical assistance, and implement data and evaluation reporting needs.
 - F. Advise internal and external stakeholders on instrument development, evaluation and data reporting in collaboration with 3rd party evaluator.
 - G. Work collaboratively with the STAR team to assist in using evaluation in strategy and decision-making processes.
 18. The STAR program staff will be required to be flexible in scheduling as the work requires non-traditional hours. WellPower will develop and present staffing and coverage pattern in coordination with the Denver 911.
 19. Additional WellPower Contractor Responsibilities
 - A. Ensure funds are only used to perform the work of STAR.
 - B. Ensure and provide appropriate documentation, tracking, and billing of program expenses.
 - C. Work with OBHS 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, benefits data, provider data, housing data, treatment data and hospital data when it is possible to gather this information in the midst of a crisis.
 - E. Provide quarterly 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 OBHS standards.
 - G. Ensure supervision of WellPower staff and implementation of the STAR Program as designed.
 - H. Track, report and charge all eligible services to applicable benefit plans and third-party payers as the primary payers. Only invoice OBHS for approved budgeted non-covered costs. Report total costs and amounts paid by other third-party payers, including insurance and Medicaid, as well as the amount billed to OBHS.



EXHIBIT A -1
SCOPE OF WORK

Mental Health Center of Denver d/b/a WellPower
S.T.A.R. Expansion Community Support Services - Emergency Response

- 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.

III. Process and Outcome Measures

1. Process Measures
 - A. Identify referral source to the STAR Program.
 - B. Track crisis interventions which include transporting individuals to community resources.
 - C. Track the number of people served and services provided during the contract term.
 - D. Track the number of repeat crisis interventions with an individual.
 - E. Track the types of referrals/solutions.
 - F. Track if consumer followed through with referrals when that information is available.
2. Program Goals
 - A. Increased connection to behavioral health services and community resources for those reached by STAR
 - B. Provide more appropriate response for those individuals contacted by STAR and reduce police, fire department, and EMS calls for services
 - C. Improved information sharing across systems and service providers involved in administering STAR
 - D. Increased partnerships and collaboration with community-based leaders and groups

IV. Performance Management and Reporting

1. Performance Management

Monitoring will be performed by the OBHS program area in the Community & Behavioral Health division of the Denver Department of Public Health & Environment (DDPHE). Performance will be reviewed for:

 - 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:
 - a. Current program information to determine the extent to which contractors are achieving established contractual goals.
 - b. financial systems and billings to ensure that contract funds are allocated and expended in accordance with the terms of the agreement. The Controller's Office will review the quality of the submitted invoice monthly.
 - c. There may be regular performance monitoring by program area and City leaders. Performance issues may be addressed by City leaders including from Denver 911 and the program area to develop interventions that will resolve concerns.
 - C. 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.
2. Reporting and Data Sharing
 - A. Data regarding the STAR program that 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



EXHIBIT A -1
SCOPE OF WORK

Mental Health Center of Denver d/b/a WellPower
S.T.A.R. Expansion Community Support Services - Emergency Response

Sets may be provided if Data Sharing Agreements are executed between the parties as outlined in 42 CFR.

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

Report Name	Description	Quarterly	Report to be sent to:
Quarterly Progress Report	Quarterly Progress Reports will be submitted to OBHS 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. Some data may not be available from WellPower. If available, the report will include: <ol style="list-style-type: none"> 1. Client demographic data 2. Assessment/screening data 3. Benefits data 4. Provider data 5. Housing data 6. Treatment data and 7. Hospital data when available 8. Process measures listed in Section III.A.1-8 	Quarterly	Evan.thompkins@denvergov.org
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	Evan.thompkins@denvergov.org

V. Revenue Sources and Billing

A. Revenue Sources

City general and supplemental funds, Caring for Denver Foundation, Medicaid, Medicare, Veterans Administration and other third-party benefit plans and/or programs are revenue sources. Funds provided by OBHS are intended to cover non-Medicaid covered costs associated with the program.



EXHIBIT A -1
SCOPE OF WORK

Mental Health Center of Denver d/b/a WellPower
S.T.A.R. Expansion Community Support Services - Emergency Response

Other benefit plans and programs should cover all or a portion of the costs. OBHS is the payer of last resort.

B. Billing

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 OBHS. WellPower will submit monthly itemized invoices. WellPower does not need to submit all detailed documentation with the invoices. The documentation such as payroll registers, general ledger detail and copies of invoices will be made available upon request.

C. Invoices and reports shall be completed and submitted on or before the 30th of each month following the month services.

D. Invoices shall be submitted to evan.thompkins@denvergov.org

EXHIBIT B-1 Budget

EXHIBIT - B1				
S.T.A.R. Expansion Community Support Services - Emergency Response				
January 1, 2023-December 31, 2023				
ITEMS	Caring For Denver Fund	City Fund	All Fund Budget	BUDGET NARRATIVE JUSTIFICATION
DIRECT COSTS				
<i>Staffing - Describe each position needed</i>				
Program Manager	\$0.00	\$95,270.00	\$95,270	1.0 FTE Program Manager (change from Assistant Program Manager due to increased size of program)
Licensed Behavioral Health Clinician	\$1,091,950.00		\$1,091,950	16.0 FTE Licensed Clinicians - Increase of 6 FTEs from 2022 plus 4% salary increase
Evaluator	\$0.00	\$35,761.00	\$35,761	.5 FTE Evaluator (increase from .25 to .5 due to increased size of program plus 4% salary increase)
Fringe @ 21%	\$256,826.00	\$0.00	\$256,826	Reduced to new fringe rate of 21%
Sub-Total (Staffing)	\$1,348,776.00	\$131,031.00	\$1,479,807.00	
<i>Supplies, Equipment, and Other Items</i>				
Laptop Computers	\$12,000.00	\$0.00	\$12,000	6 laptops for new Clinicians-will be utilized for documentation.
Cell Phones	\$1,187.00	\$1,813.00	\$3,000	Monthly service. One phone per vehicle
Mi-fi	\$0.00	\$10,400.00	\$10,400	Monthly service for 16 clinicians- will be utilized for documentation purposes.
Attire	\$0.00	\$4,500.00	\$4,500	Includes six shirts, one jacket per Clinician and PM to be easily identifiable while on calls, based on additional six clinicians.
Business Cards		\$4,800.00	\$4,800	On average of \$300/per clinician per year.
Subtotal (Supplies...)	\$13,187	\$21,513	\$34,700	
TOTAL DIRECT COSTS	\$1,361,963	\$152,544	\$1,514,507	
INDIRECT COSTS				
<i>Indirect Cost Rate</i>				
<i>Information Technology Infrastructure</i>	\$0.00	\$227,176.00	\$227,176	15% of Direct Costs to support IT infrastructure including the electronic health record system
<i>Indirect Cost Rate</i>	\$24,534.00	\$202,642.00	\$227,176	Indirect Cost
TOTAL INDIRECT COSTS	\$24,534	\$429,818	\$454,352	
Less anticipated program income	(\$1,082,873)		(\$1,082,873)	Anticipated revenue offset from third party payors such as Medicaid and Medicare.
TOTAL BUDGET	\$303,624.00	\$582,362	\$885,986	