

## THIRD AMENDATORY AGREEMENT

This **THIRD AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **Mental Health Center of Denver, d/b/a WellPower**, a Colorado non-profit corporation, located at 4141 E. Dickenson Pl. Denver, Colorado 80222 (the “Contractor”), jointly (“the Parties”).

### RECITALS:

**A.** The Parties entered into an Agreement dated April 10, 2022, an Amendatory Agreement dated June 10, 2022, and a Second Amendatory Agreement dated September 13, 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, 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 update paragraph 20-No Employment of a Worker Without Authorization to Perform Work Under the Agreement.

**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 **July 1, 2021** and will expire on **November 30, 2024** (the “Term”).”

2. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT**” Sub-section 4.4 entitled “**Maximum Contract Amount**” Sub-section 4.4.1 is hereby deleted in its entirety and replaced with:

“**4.4.1** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **SIX MILLION FIVE THOUSAND EIGHT HUNDRED NINETY-FOUR DOLLARS AND NO CENTS (6,005,894.00)** (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-3**. Any services performed beyond those in Exhibit A-3 are performed at Contractor’s risk and without authorization under the Agreement.”

3. Section 20 of the Agreement entitled “**NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT**” is hereby deleted in its entirety and replaced with:

“**20. Reserved.**”

4. All references to “Exhibit A” in the Agreement shall be amended to read: “Exhibit A, A-1, A-2, and A-3” as applicable. The scope of work marked as Exhibit A-3 attached to this Amendatory Agreement is hereby incorporated by reference.

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

6. This Third Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

**Contract Control Number:** POLIC-202370811-03 / 202262299-03  
**Contractor Name:** MENTAL HEALTH CENTER OF DENVER

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

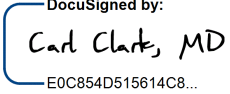
\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:** POLIC-202370811-03 / 202262299-03  
**Contractor Name:** MENTAL HEALTH CENTER OF DENVER

By:  \_\_\_\_\_  
E0C854D515614C8...

carl Clark, MD  
Name: \_\_\_\_\_  
(please print)  
Title: President/CEO  
\_\_\_\_\_ (please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

## **Exhibit A-3**

### **2023 Caring for Denver Crisis Intervention Response Unit** **(Co-Responders)** **Denver Police Department – MHCD (dba WellPower)** **Scope of Work**

**Grant:** 2023 Caring for Denver Grant  
**Funder:** Caring for Denver Foundation  
**Total Award Amount:** \$2,772,032  
**Award Period:** 9/01/2023 – 8/31/2024  
**Award Date:** 9/01/2023  
**Award Number:** 202305-02396  
**DPD DUNS:** 9460596640000  
**Mental Health Center of Denver DUNS:** 182229567  
**Mental Health Center of Denver Portion of Award:** \$2,082,705

#### **I. Background**

A ballot measure passed by Denver voters in 2018 has made funding available to the Denver Police Department to fully fund its successful co-responder program (Crisis Intervention Response Unit). Launched with the Mental Health Center of Denver d/b/a WellPower (“WellPower”) in 2016, the Crisis Intervention Response Unit (CIRU) pairs mental health clinicians with police officers, other public safety personnel and focuses on responding to calls for service involving individuals with suspected or known mental health needs.

#### **II. Details**

With the support of the people of Denver and the Caring for Denver Foundation, Denver Police Department (DPD) and WellPower have been able to continually support and expand the mental health and related services provided through our co-responders. Unlike previous Scopes of Work (SOW) related to co-responders, this SOW involves the maintenance of existing services and continuing to collect, analyze data and apply data outcomes to inform future service enhancement.

#### **III. Tasks and Deliverables**

1. Reinforce, foster, and create effective, collaborative partnerships between the Police, Fire, Sheriff and Parks departments, behavioral health practitioners, community organizations, and other community stakeholders.
2. Direct and support individuals in crisis coming across first responder’s radar to appropriate alternatives and resources to reduce hospitalization and/or jail options.
3. Improve system response amongst first responders and create effective crisis intervention and solutions in order to reduce the need for repeated interventions.

4. Provide training and education for officers and emergency responders to improve officer understanding of mental health, traumatic brain injury (TBI), addiction issues, and other growing community behavioral health situations that may present.
5. Provide clinically appropriate interventions including but not limited to:
  - Trauma Informed Practices
  - Client Centered Approach
  - Harm Reduction Strategies
  - Clinical Psychiatric Hold Assessments
  - Active Listening
6. Improve information sharing as appropriate across system and service providers through formalized communication and processes.
7. Expand specialized law enforcement and behavioral health strategies tailored to the needs of those with TBI and behavioral/mental health disorders.
8. Evaluate program implementation and customer outcomes.
9. Provide descriptive statistics on encounters as specified in this scope of work.

#### IV. Budget

<b>Project/Program Expenses For the Year(s) Requesting Funding Request to Caring for Denver Foundation ONLY</b>				
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Total</b>
<b>Direct Costs - Project/Program</b>				
Personnel/Staff (FTE) - Salaries	\$ 493,894			\$ 493,894
Personnel/Staff (FTE) - Benefits and/or Fringe	\$ 195,433			\$ 195,433
Program Supplies and/or Equipment				\$ -
Meeting Costs				\$ -
Travel Costs				\$ -
Other Program Costs				\$ -
				\$ -
				\$ -
				\$ -
<b>Total Direct Costs</b>	<b>\$ 689,327</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 689,327</b>
<b>Other Costs</b>				
Contractors, Consultants, and/or Partners	\$ 2,082,705			\$ 2,082,705
Indirect Costs Max 10% of Total Direct Costs (not Other Costs).				\$ -
Fiscal Sponsor's Fee (if applicable) Max 10% of total requested budget. A grant budget may request either a fiscal sponsor fee or indirect costs, but not both.				\$ -
<b>Total Other Costs</b>	<b>\$ 2,082,705</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,082,705</b>
<b>PROJECT/PROGRAM EXPENSES</b>				
<b>TOTAL REQUEST TO CARING FOR DENVER FOUNDATION</b>	<b>\$ 2,772,032</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,772,032</b>

#### V. Administrative Matters

- a. **DPD acts as oversight agency.**

***Adherence to funder requirements:*** The project, as funded by the Caring for Denver Foundation grant, requires that WellPower adhere to grant guidelines incorporated into this Agreement.

The Denver Police Department has been named the recipient of the Caring for Denver grant funds and is therefore responsible for general oversight of the Crisis Intervention Response Unit and the Department's Outreach Case Coordinators and is responsible for reporting progress to the funder.

As such, WellPower agrees to:

- Attend meetings with DPD staff, as requested.
- Obtain prior approval by DPD to make:
  - Changes in budget
  - Changes in activities and/or objectives
  - Changes to staff education/experience requirements
  - Trainings and/or travel expenses expected to be charged to grant
  - Changes in project period
    - WellPower agrees to notify a DPD financial contact 30-60 days prior to making any of the above listed changes. Failure to comply may result in disallowed reimbursement or unallowable cost.
- Retain program and financial records for the duration of the grant, and for six years after final closeout has been completed.
- Ensure grant funds are properly segregated and identifiable as such, within financial records.
- Provide access to these grant fund financial records when requested by DPD, the City and County of Denver external audit firm, or applicable funder auditors.
- Provide documentation of all overtime hourly rates for review and approval.
- Submit the most recent Single Audit to the Financial Services Division for review, if required.
- Complete work within the funding period of the grant.
  - Final financial report should be completed no later than 9/30/2024.
  - Final evaluation activities should be completed no later than 8/31/2024.
- Include the following language in any generated reports or disseminated materials:

*“This project was supported by the Caring for Denver Foundation. The opinions, findings and conclusions of recommendations expressed in this publication are those of the author(s) and do not necessarily reflect those of the Caring for Denver Foundation. ”*Submit progress **Reports Due to DPD** to the Project Director quarterly, within two weeks of the end of the quarter. The updates to the Project Director shall include progress towards the listed objectives and should also summarize:

- Important successes or challenges encountered.
- Completion of tasks outlined in the grant proposal.

**The Denver Police Department shall:**

- Assume oversight responsibilities for the overall project as required by the grant contract.
- Submit reports (programmatic and financial) to the funder as required.
- Initiate any modifications to the grant with the funder (e.g. extensions or budget changes).
- Ensure that quarterly program reports are complete and data is accurate.
- Serve as primary point of contact for the funder regarding all compliance matters.
- Serve as primary point of contact for all audit matters.
- Impose restrictions for non-compliance, including withholding of funds, if necessary.
- Reimburse WellPower for project expenses after confirming that:
  - Expenses conform to the budget and are allowable within the grant's parameters.
  - Invoice is complete and responsive.
  - Work is being performed as agreed upon, prior to payment.

**VI. Billing Process**

**All financial transactions must conform to the Caring for Denver financial guidelines, as well as the City and County of Denver policies and procedures.**

WellPower will invoice the Denver Police Department on a **reimbursement basis**. Invoices will be sent on a monthly basis. Invoices must be received no more than twenty-five (25) days after the prior month's end.

The final invoice shall be submitted to DPD Finance by no later than 20 days following the award period end date. All expenses must be incurred prior to the grants project's end date.

The Indirect Cost percentage was increased to 20% for the 2023 Caring for Denver Grant.

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:

- Expenditures for personnel supported by time allocated to the grant with payroll registers or check remittance advice for each individual.
- Timesheets that record the activity and time involved and signature by the individual and his/her supervisor.
- Payroll register or check remittance advice for personnel costs with approved rates.
- Documentation of general ledger, indirect costs, all supporting documentation for travel costs, and supporting invoices for all supplies.
- Equipment/supply purchases supported with copies of invoices.



### Revenue Sources

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

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. 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.

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

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

Invoices will be sent to: [dpdfinance@denvergov.org](mailto:dpdfinance@denvergov.org)

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.

Questions about invoices and supporting documentation should be directed to:  
DOS - Financial Services  
Phone: 720.913.3079  
e-mail: [DOS-FinancialServices@denvergov.org](mailto:DOS-FinancialServices@denvergov.org)

**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>	303-504-6630
	<a href="mailto:Grants.accounting@wellpower.org">Grants.accounting@wellpower.org</a>	303-504-6539
DPD Operational – Chris Richardson	<a href="mailto:chris.richardson@denvergov.org">chris.richardson@denvergov.org</a>	720-641-0091
DOS Fiscal – DOS Financial Services	<a href="mailto:DOS-FinancialServices@denvergov.org">DOS-FinancialServices@denvergov.org</a>	