

FIFTH AMENDATORY AGREEMENT

This **FIFTH 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 WELLPPOWER**, a Colorado non-profit corporation, with its principal place of business located at 4141 E Dickenson Place, Denver, Colorado 80222 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated January 4, 2019, an Amendatory Agreement dated February 3, 2020, a Revival and Amendatory Agreement dated May 17, 2021, a Revival and Third Amendatory Agreement dated February 8, 2022, and a Revival and Fourth Amendatory Agreement dated December 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 19 - 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 **January 1, 2019** and will expire on **December 31, 2024** (the “Term”).”

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 **FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$4,500,000.00)** (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-5**. Any services performed beyond those in Exhibit A-5 are performed at Contractor’s risk and without authorization under the Agreement.”

3. Section 19 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:

“19. Reserved.”

4. All references to “Exhibit A” in the Agreement shall be amended to read: “Exhibit A, A-1, A-2, A-3, A-4, and A-5” as applicable. The scope of work marked as Exhibit A-5 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 Fifth 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: POLIC-202370809-05 / 201845517-05
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

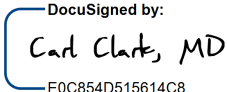
By:

By:

By:

Contract Control Number:
Contractor Name:

POLIC-202370809-05 / 201845517-05
MENTAL HEALTH CENTER OF DENVER

By:  _____

carl clark, MD
Name: _____
(please print)
Title: President/CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-5
SCOPE OF WORK AND BUDGET
Mental Health Center of Denver d/b/a WellPower

I. Purpose of Agreement

The purpose of the Denver Crisis Intervention Response Unit (CIRU) is to facilitate the City of Denver's and Mental Health Center of Denver's (MHCD), d/b/a WellPower, efforts to work collaboratively to coordinate their crisis intervention efforts. The program is intended to provide short-term and proactive care to ensure that appropriate interventions are made available for persons with behavioral health issues who have come to the attention of Denver law enforcement, corrections, and/or emergency responders, in order to improve the lives of the citizens of the City and County of Denver and streamline services and create system efficiencies.

II. Services

- A. The Denver Police Department (DPD), on behalf of the City, wishes to contract with WellPower to co-manage the Crisis Intervention Response Unit, in coordination with other criminal justice agencies including, but not limited to, the Denver Sheriff Department, Denver Fire Department, and Denver Jail.
- B. The Crisis Intervention Response Unit (CIRU) will provide the following services:
1. Reinforce, foster, and create effective, collaborative partnerships between police, other first responders, mental health practitioners, Sheriffs, and other community stakeholders.
 2. Direct persons served to appropriate alternative services and resources to reduce hospitalization and/or jail time.
 3. Improve crisis system response 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 their understanding of mental health, traumatic brain injury, and addiction issues.
 5. Provide clinically appropriate interventions.
 - A. Trauma Informed Practices
 - B. Client Centered Approach
 - C. Harm Reduction Strategies
 - D. Clinical Psychiatric Hold Assessments
 - E. 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 persons with behavioral/mental health disorders.
 8. Evaluate program implementation and outcomes.
 9. Provide descriptive statistics on encounters as specified in this scope of work.
- C. The objective for the WellPower clinician is to assist DPD in determining the best response to persons they encounter who are presenting with possible mental health issues, brain injury, developmental disability and/or other behaviors that require intervention when a law enforcement-based intervention is not immediately warranted. WellPower clinicians are to follow the lead from the police officer(s)

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.

- D. Post initial response, clinicians will continue to provide clinically appropriate services. As required, clinicians will provide witness statements to the DPD relating to what they saw, heard, or did at the scene, to the extent consistent with law as well as their independent professional judgment and responsibilities.
- E. Presuming approval of requested budget allocation by the City, funds provide for a full-time salaried, exempt status WellPower clinical manager, otherwise status varied at a 0.25 WellPower clinical manager, and salaried, full-time equivalent WellPower staff, who will work in collaboration and cooperation with DPD 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 with the DPD at no cost to this contract or the program.
- F. Clinical Manager Position Summary
 1. 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, Denver Sheriff Department, Denver Fire, WellPower, 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.
 2. The Clinical Manager ensures clinicians have knowledge of consumers' cultural, religious, ethnic, and social systems interactions, care planning and education.
 3. The Clinical Manager performs 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.
 4. The Clinical Manager and Clinicians are employees of, and supervised by, WellPower and have dual reporting functions with WellPower and DPD. The Clinical Manager fulfills and meets the requirements and responsibilities of the Clinical Manager Job Description and can perform all the roles and responsibilities of the WellPower Clinicians. Clinical Managers and Clinicians are required to be a Colorado licensed clinician, LCSW, or LPC. Dual language, Spanish speaking, is preferred. A criminal background check is required by both WellPower and DPD. Clinical Managers and Clinicians are also required to be Criminal Justice Information Systems (CJIS) certified. Clinical Managers and Clinicians must be able to work cooperatively with

uniform DPD officers and other criminal justice agencies and emergency responders. DPD may be consulted as part of the hiring process.

G. Clinician Position Summary

1. Provides field-based behavioral health evaluations/problem identification, crisis interventions, system navigation and short-term, pro-active case management services to customers as needed or assigned. Develops short-term case plan and provides interventions and connections to appropriate treatment with follow-up at disposition times.
2. Initiates follow-through for benefit enrollment, as appropriate, as well as WellPower referral for enrollment when appropriate.
3. 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.
4. Possess knowledge of crisis intervention and trauma. Has the ability to provide brief therapy processes. 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, or collaborates with licensed professionals and/or police officers to initiate a 27-65 (M-1) hold.
5. 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.
6. Routinely consults, negotiates, and coordinates with internal and external resources to ensure collaborative efforts to maximize consumer outcomes. Demonstrates leadership in facilitating multidisciplinary communications and care meetings (i.e. care conference and rounds) and utilizes information to assess and reassess care needs.
7. 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 has continual committed hours towards licensure and is currently under WellPower clinical supervision. Dual language, Spanish speaking, is preferred. Clinicians are required to have some experience in the mental health field. Clinical Managers and Clinicians must be able to work cooperatively with uniform DPD officers, Sheriff deputies, and other criminal justice agencies and emergency responders. Criminal background check is required by both WellPower and DPD. Clinical Managers and Clinicians are also required to be CJIS certified. DPD may be consulted as part of the hiring process.

- H. The CIRU program staff will be required to be flexible in scheduling as the work requires non-traditional hours. Staff will work in various Denver police districts according to DPD requests. WellPower will develop and present staffing and coverage pattern in coordination with the DPD.
- I. Additional WellPower Contractor Responsibilities
1. Ensure funds are only used to perform the work of the CIRU.
 2. Ensure and provide appropriate documentation, tracking, and billing of program expenses including all staff timecards reflecting actual time spent for purposes of this contract.
 3. Work with Denver Department of Safety (DOS), DPD and other service providers to ensure appropriate data is collected and tracked.
 4. 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.
 5. Provide quarterly and final program report on client and program data collected as described above.
 6. Ensure appropriate documentation of services provided and case history in accordance with DPD standards.
 7. Ensure supervision of WellPower staff and implementation of the CIRU model as designed.
 8. Track, report and charge all eligible services to applicable benefit plans and third-party payers as the primary payers. Only invoice DPD 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 DPD.
 9. 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.

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 funds are properly segregated and identifiable as such, within financial records.
- Provide access to these 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 contract
 - Final financial report should be completed no later than 12/31/2024.
 - Final evaluation activities should be completed no later than 12/31/2024.

III. Process and Outcome Measures

A. Process Measures

1. Identify referral source to the CIRU.
2. Track crisis interventions which include transporting individuals to the hospital and/or jail.
3. Track the number of people served and services provided during the contract term.
4. Track the number of outreach contacts.
5. Track the number of repeat crisis interventions with an individual.
6. Track the types of referrals/solutions.
7. Track referrals to Wellpower services, and report on % of individuals that are in treatment as result

IV. Performance Management and Reporting

A. Performance Management

Monitoring will be performed by the Department of Safety and DPD. Performance will be reviewed for:

1. Program and Managerial Monitoring of the quality of services being provided and the effectiveness of those services addressing the needs of the program.
2. 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. 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.

c. There may be regular performance monitoring by program area and City leaders. Performance issues may be addressed by City leaders, DOS, and DPD to develop interventions that will resolve concerns.

3. 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.

B. Reporting

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	<p>Quarterly Progress Reports will be submitted to DPD 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.</p> <p>Report should include:</p> <ul style="list-style-type: none"> • Demographic data • Assessment/screening data • District call type data • Dx/SA/Stage of change data • Housing data • Wellpower Access to service data, including average access time to service • M1 data when available • Process measures listed in Section III.A.1-8 	Quarterly	DPD Program Manager
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	DPD Program Manager

V. Budget

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

Medicaid, Medicare, Veterans Administration, and other third-party benefit plans and/or programs are revenue sources. Funds provided by the DPD general fund 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. The DPD general fund 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 the City of 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: DOS-FinancialServices@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

PROJECT CONTACTS:

WellPower Operational–Samantha Rabins Samantha.rabins@wellpower.org 720-602-8882

WellPower Payer Contracting-Mia Burr mia.burr@wellpower.org 303-504-6630
Grants.accounting@wellpower.org 303-504-6539

DPD Operational – Chris Richardson chris.richardson@denvergov.org 720-641-0091
 DOS Fiscal – DOS Financial Services DOS-FinancialServices@denvergov.org

Contractor Name	Mental Health Center of Denver d/b/a WellPower
Contract Term	January 1, 2024 - December 31, 2024
Program Name	Crisis Intervention Response Unit
Budget Item	Amount
Staff Costs	
Clinical Manager- 1.0 FTE	\$92,736
Clinicians- 10.0 FTE's	\$727,195
Fringe Benefits	\$172,186
Staffing Costs Subtotal	\$992,117
Supplies and Operating Expenses	
Operating expenses, including office supplies, equipment, attire, mobile phone, mobile wi-fi	\$31,212
Subtotal Supplies and Operating Expenses	\$31,212
Indirect Costs 20%	\$204,666
Less Anticipated Revenue from Third Party Payers	\$440,000
Total Costs	\$787,994
City Contract	\$700,000
Wellpower Deficit	(\$87,994)