

## REVIVAL AND FOURTH AMENDATORY AGREEMENT

This **FOURTH AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **MENTAL HEALTH CENTER OF DENVER**, a Colorado Nonprofit Corporation whose address is 4141 East Dickenson Place, Denver, Colorado 80222 (the “Contractor”), jointly (“the Parties”).

### RECITALS:

**A.** The Parties entered into Agreement dated January 4, 2019, a First Amendatory Agreement dated February 3, 2020, a Second Amendatory Agreement dated May 17, 2021, a Third Amendatory Agreement dated February 8, 2022 (collectively, the “Agreement”) to provide services outlined in the Scope of Work (the “Agreement”).

**B.** The Agreement expired by its terms on December 31, 2022, and rather than enter into a new agreement, the Parties wish to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend the Agreement as set forth below.

The Parties agree as follows:

1. Effective upon execution, all references to **Exhibits A, A-1, A-2 and A-3** in the existing Agreement shall be amended to read **Exhibits A, A-1, A-2, A-3 and A-4**, as applicable.

**Exhibit A-4** is attached.

2. Paragraph 3 of the Agreement **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, 2023 (the “Term”).”

3. Paragraph 4 section d.1. of the Agreement entitled **COMPENSATION AND PAYMENT**: is hereby deleted in its entirety and replaced with:

“**4. COMPENSATION AND PAYMENT**:

**d. Maximum Contract Amount**:

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **THREE MILLION EIGHT HUNDRED THOUSAND DOLLARS AND ZERO**

**CENTS (\$3,800,000.00)** (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-4. Any services performed beyond those in Exhibit A-4 are performed at Contractor’s risk and without authorization under the Agreement.

4. Paragraph 19 of the Agreement entitled **NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:** is hereby deleted in its entirety and replaced with:

**“19. NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:**

**a.** This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

**b.** The Contractor certifies that:

**(1)** At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

**(2)** It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

**(3)** It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(6) It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

c. The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.

5. Paragraph 22 of the Agreement, entitled **NO DISCRIMINATION IN EMPLOYMENT**, is hereby deleted in its entirety and replaced with:

“**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.

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

7. This Fourth 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 BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

**Contract Control Number:** POLIC-202265763-04 /ALFRESCO-201845517-04  
**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:

\_\_\_\_\_

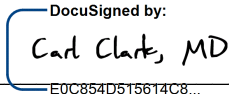
\_\_\_\_\_

By:

\_\_\_\_\_

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

POLIC-202265763-04 /ALFRESCO-201845517-04  
MENTAL HEALTH CENTER OF DENVER

By:   
E0C854D515614C8...

Name: Carl Clark, MD  
(please print)

Title: President/CEO  
(please print)

ATTEST: [if required]

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

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

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

EXHIBIT A-4  
SCOPE OF WORK AND BUDGET  
Mental Health Center of Denver

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 MHCD 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 District Court, and Denver County Court.
- 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.
  - 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 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 MHCD clinician is to assist DPD in determining the best response to persons they encounter who are presenting with possible mental health, brain injury, developmental disability and/or other behaviors that require intervention when a law enforcement-based intervention is not immediately warranted. MHCD 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 judgement and responsibilities.

- E. Funds provide for a full-time salaried, exempt status MHCD clinical manager and salaried, full-time equivalent MHCD 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, mobile crisis, MHCD, 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, has at least three years of experience working with persons with severe and persistent mental illness, homelessness, and addiction.
  4. The clinical manager is an employee of, and supervised by, MHCD and has a dual reporting function with MHCD and DPD. 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 MHCD 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 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 MHCD 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 MHCD 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.
  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 MHCD but will work in conjunction with DPD's CIRU. Clinicians are required to be licensed in Colorado as LCSW, LPC with a CAC II or III, or LAC. 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 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. MHCD will develop and present staffing and coverage pattern in coordination with the DPD.
- I. Additional MHCD 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 time cards 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 MHCD 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 MHCD to collect required information in accordance with the payer's policies.
- 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 if consumer followed through with referrals when that information is available.
  - B. Program Goals
    1. Improve system response.
    2. Create effective crisis intervention and solutions to reduce repeat crisis interventions.
- 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. MHCD is required to provide all invoicing documents in accordance with invoicing requirements communicated to MHCD 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> <ol style="list-style-type: none"> <li>1. Client demographic data</li> <li>2. Assessment/screening data</li> <li>3. Benefits data</li> <li>4. Provider data</li> <li>5. Housing data</li> <li>6. Treatment data and</li> <li>7. Hospital data when available</li> <li>8. Process measures listed in Section III.A.1-8</li> </ol>	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

A. Revenue Sources

DPD funds, Medicaid, Medicare, Veterans Administration, and other third-party benefit plans and/or programs are revenue sources. Funds provided by DPD 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. DPD 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. MHCD 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 DPD. MHCD will submit receipts and/or appropriate documentation for budget-approved expenses.

Payment will be based on monthly invoice and appropriate backup documentation.

C. Invoices and reports shall be completed and submitted on or before the 30<sup>th</sup> of each month following the month services were rendered 100% of the time.

D. Invoices shall be submitted to [dpdfinance@denvergov.org](mailto:dpdfinance@denvergov.org).

See Next Page for Budget

Contractor Name	Mental Health Center of Denver dba WellPower	
Contract Term	January 1, 2023 - December 31, 2023	
Program Name	Crisis Intervention Response Unit	
Budget Item	Amount	Narrative
<b>Staff Costs</b>		
Clinical Manager (0.25)	\$21,434	One .25 Manager
Clinicians - 12 FTE's	\$842,400	Salaries for full-time clinical staff who work directly with Denver Police, Fire, Sheriff and other first responders as necessary.
Fringe Benefits	\$181,405	Fringe Benefits based on 21% of Clinical Manager's and Community Clinicians salaries
<b>Staffing Costs Subtotal</b>	<b>\$1,045,240</b>	
<b>Supplies and Operating Expenses</b>		
Operating expenses, including office supplies, equipment, attire, mobile phone, mobile wi-fi	\$20,000	
<b>Subtotal Supplies and Operating Expenses</b>	<b>\$20,000</b>	
<b>Indirect Costs</b>	\$213,048	
Less Anticipated Revenue from Third Party Payers	\$578,288	
<b>Total Costs</b>	<b>\$700,000</b>	