

**PURCHASE OF SERVICE CONTRACT
CORE SERVICES PROGRAM**

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (hereinafter referred to as the “City”), for and on behalf of the **DENVER DEPARTMENT OF HUMAN SERVICES**, (“County” or “DDHS”) and **SAVIO HOUSE**, with an address of 325 King Street, Denver, Colorado 80219 (“Provider” or “Contractor”), with a “Trails” Provider Number of 48170.

The parties agree as follows:

1. DEFINITIONS: Specific terms used in this Agreement shall have the following meanings, unless the context otherwise clearly indicates. Certain other definitions may be contained in individual Articles. The meanings given to terms defined in this Article and elsewhere in this Agreement shall be equally applicable to the singular and plural forms of such terms.

A. Child: As used here, any person under eighteen (18) years of age, or any person up to twenty-one (21) years of age if such person was placed in the custody of a Colorado county department of human services prior to the age of 18.

B. Core Services: As used here, Core Services shall mean those categories of services set out and described as core services in Colorado Department of Human Services Staff Manual Volume VII (“Vol. VII”).

C. Colorado Department of Human Services Staff Manual Volume VII: A volume of operational rules for Child Welfare Services promulgated by the State Department at 12 CCR §2509 for the use of all county departments of human services, including DDHS, and Core Service providers.

D. Denver Department of Human Services (DDHS): A department of the City and County of Denver having responsibility for human services programs including but not limited to those mandated and/or funded by the state or federal governments.

E. DDHS Caseworker: The DDHS employee or contractor having casework responsibility for the provision of Core Services to a Child under this Agreement.

F. Individualized Education Program (IEP): A document utilized by Colorado school districts to identify special educational needs of a Child, and to plan programming to meet those needs.

G. Executive Director: The Denver City Charter-established administrative head of DDHS, or designee.

H. Scope of Work Document: The attached document, marked as **Exhibit A**, setting forth the scope of potential Core Services to be provided under this Agreement, without regard to a specific Child.

I. Service Authorization Agreement (SAA): The attached document, marked as **Exhibit B**, utilized to specify and track categories of Core Services to be provided to a specific Child under this Agreement.

J. State Department: The Department of Human Services of the State of Colorado.

2. TERM OF AGREEMENT: The term of this Agreement **shall commence on June 1, 2016 and terminate on May 31, 2017** provided that the term may be extended upon mutual agreement of the parties for up to two (2) additional one (1) year periods, subject to the availability of sufficient funds and execution of an Amendatory Agreement.

3. SPECIAL LEGAL REQUIREMENTS OF STATE DEPARTMENT: In addition to all other terms and conditions of this Agreement, the Provider must abide by and perform the following terms and conditions mandated by the State Department through Vol. VII, and other applicable laws and regulations of the State Department.

A. The parties agree that the Provider's relationship to the City is that of an independent contractor.

B. The parties agree that payment pursuant to this Agreement is subject to and contingent upon the continuing availability of funds for the purpose thereof.

C. The City agrees:
(1) To provide the Provider with written prior authorization on a child or family basis for Core Services to be purchased.
(2) To provide the Provider with referral information including name and address of family, social, medical and educational information as appropriate to the referral.
(3) To monitor the provision of contracted Core Services.

D. The Provider agrees:
(1) Not to assign any provision of this Agreement to a subcontractor except pursuant to the procedures set forth in paragraph 18 below.
(2) Not to charge clients any fees related to services provided under this Agreement unless the client is ordered by a court of competent jurisdiction to pay a portion of charged fees.
(3) To hold the necessary license(s) which permit(s) the performance of the Core Service(s) to be purchased, and/or to meet applicable State Department qualification requirements.

(4) To comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap.

(5) To provide the Core Services described here at a cost not greater than that charged to other persons in the same community.

(6) To submit a billing statement monthly no later than the fifth (5th) day following the month in which Core Services were rendered (including information from the Core Billing Requirements (**Exhibit C** unless otherwise specified in **Exhibit A**)). The invoice must contain an original signature that is legible and signed by an individual authorized to represent the agency. Billing statements should be sent to:

Attn: Child Welfare Core Services
Denver Department of Human Services
1200 Federal Boulevard, 3rd Floor
Denver, Colorado 80204

(7) To safeguard information and confidentiality of the Child and the Child's family in accordance with rules of the State Department and the City's Department of Human Services.

(8) To provide the City with reports on the provision of Core Services as follows:

- Within four (4) weeks of enrollment/participation, submission of a treatment plan for the Child/Child's family with specific objectives and target dates which coordinate with the SAA. The treatment plan is subject to City approval.
- If requested, submit a provider report (**Exhibit D**) each month attached to the monthly billing statement for each child seen and for which reimbursement is being requested. The report shall include progress and barriers in achieving provisions of the treatment plan.
- Within thirty (30) days of Child/family's completion of Core Services, submit a discharge summary, which includes the progress made or not made on the treatment plan and any recommendations for further Core Services. Include in the discharge summary a statement as to whether or not the Child/family:
 - 1) Met all or substantially all of treatment goals
 - 2) Was not completely successful, but met some substantial goals
 - 3) Met none or substantially none of the treatment goals

(9) To provide access for any duly authorized representative of the City, State or U.S. government, until the expiration of five (5) years after the final payment under this Agreement, involving transactions related to this Agreement.

(10) To indemnify the City, State, and U.S. governments from any action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with the performance of this Agreement or by conditions created thereby, or based upon any violation of any statute, regulation, and the defense of any such claims or actions.

(11) Core Services Program expenditures will not be reimbursed when the expenditures may be reimbursed by some other source. (See Volume 7, rule at 7.414, B (12 CCR 2509-5)).

4. SERVICES TO BE PROVIDED:

A. The Core Services covered by this Agreement are delineated in Vol. VII at Section 7.303.1 and include the following categories of Core Services:

1. Home Based Intervention
2. Intensive Family Therapy
3. Life Skills
4. Day Treatment
5. Sexual Abuse Treatment
6. Mental Health Services
7. County Designated Services
8. Substance Abuse Treatment
9. After Care Services
10. Multi-Systemic Therapy Services
11. Visitation Services

B. The Provider agrees to provide those Core Services as designated in the attached and incorporated Scope of Work, **Exhibit A**. The Provider agrees to provide such Core Services as authorized in the Service Authorization Agreement (“SAA”), **Exhibit B**, as authorized by the Executive Director. SAAs shall be incorporated by reference to this Agreement, but not physically attached, and shall be modified from time to time during the term of this Agreement to reflect the treatment plan and/or services to be received by the Child or family. The provider will comply with any and all special terms and conditions contained in **Exhibit A**.

C. Each **Exhibit A**, Scope of Work document shall describe in detail the types of Core Services which may be provided by the Provider. An SAA shall be completed for each authorization of Core Services, which shall include the specific program authorized for the Child or family member, the agreed upon rate, a length of service authorization and authorizing signatures. Copies of the SAA will be provided to each Provider at the time Core Services are initiated. Providers are required to attach a copy of the most current SAA to the monthly billing statement each month. It is the intent of the parties that this Agreement, including **Exhibits A and B**, shall together contain all of the substantive information currently contained in the State Department Core Services Purchase of Services document. The terms, conditions and covenants of this typed Agreement form shall prevail over any contradictory or inconsistent terms, conditions or covenants contained in such Exhibits.

D. The parties desire to ensure that each child or family member as identified by the DDHS Caseworker to receive Core Services is adequately informed over pending actions concerning their continued participation in the program or activity provided by the Provider. Also, such parties must be allowed adequate opportunity to communicate dissatisfaction with the Core Services offered by the Provider. In order to satisfy this requirement, the Provider agrees to provide a written “Grievance Policy” as a mechanism to provide opportunities for such parties to meaningfully communicate problems, dissatisfaction, and concerns and to establish procedures for resolution of grievances. The Provider agrees that a formal “Grievance Policy” will be adopted by its governing body and submitted to the Executive Director for approval at the Executive

Director's discretion. The written, approved Grievance Policy must be provided to the above-designated parties upon their initial receipt of Core Services.

5. COORDINATION AND LIAISON:

A. The Provider shall fully coordinate all Core Services under this Agreement with the Executive Director, or the Executive Director's designee.

B. All records, data, and documentation provided to or prepared by the Provider under this Agreement shall be made available to the City for audit purposes pursuant to Article 12 hereof. Personnel auditing such records, data and material shall respect the confidentiality of the records, data and documentation as required by law. The Provider shall maintain such records, data and documentation in strict confidence and shall not disclose or provide such material to third parties without the express consent of the Executive Director, unless otherwise provided by law. As allowed by the Colorado Children's Code, the Provider may provide access to such records, data and documentation to the courts, guardian's ad litem, law enforcement, therapists and foster parents as appropriate. The Provider also agrees to allow the City to review any of the procedures used by it in performing the Core Services, and to make available for inspection notes and other documents used in the performance of any of the required Core Services, in order to coordinate the performance of Core Services by such Provider in accordance with this Agreement.

C. The Provider shall attend meetings and submit reports, plans, correspondence, memoranda, and other documentation as required here, and shall be reasonably available to the Executive Director and other DDHS personnel to respond to any issues that may arise during the term of this Agreement.

D. The Provider shall also provide appropriate notice pursuant to Vol. VII of the occurrence of a critical incident involving a Child.

6. COMPENSATION AND PAYMENT:

A. The Provider agrees to furnish the Core Service(s) as shown on **Exhibit A**.

B. The Provider agrees to accept periodic payment of sums through direct drawdown from funds in appropriate State accounts as full and complete compensation for completion of all the items of work contained in this Agreement, the Exhibits, and a completed SAA, signed and authorized by a DDHS Administrator for each Child covered by this Agreement, in accordance with the rates stated in attached **Exhibit A**. The Provider shall be compensated only for types and units of Core Services actually provided to a given Child or family receiving such Core Service as reflected in a completed SAA signed and authorized by a DDHS Administrator. The Contractor certifies that amounts billed contain only reasonable allowable direct costs and allocable indirect costs in accordance with 2 C.F.R. 200, Subpart E.

C. The City is not obligated to execute an agreement or any amendments to this Agreement or a modification to Exhibit A, or to execute an SAA, for any further phase of

work. Any work performed by Contractor beyond the work specifically described in a completed SAA (**Exhibit B**), signed and authorized by a DDHS Caseworker, is performed at the Contractor's risk and without authorization under this Agreement.

D. The parties may modify Exhibit A to increase or decrease the services contained there or to adjust upward or downward specific rates of compensation for individual services identified on **Exhibit A**. The parties shall memorialize any and all modifications to Exhibit A by the county departments' approval of: 1) a modification request submitted by the Provider explaining the proposed changes; and 2) a completely revised and restated Exhibit A reflecting the date upon which the new **Exhibit A** shall take effect. All modifications to **Exhibit A** shall be approved as to form by the Department of Law.

E. In addition, as set forth in **Exhibit A**, these rates may be altered annually as legislated by the General Assembly. In such case, the City shall provide written notice to the Contractor. These altered rates shall automatically go into effect unless the Contractor notifies the City in writing within fourteen (14) days, in which case the contract may then be subject to re-negotiation or termination.

F. All payments to the Provider shall be made by and through the State of Colorado, pursuant to the "Trails" billing system or as otherwise established by applicable law. There are no City funds appropriated or encumbered to pay any of such payments or reimbursements to the Provider. The City shall have no direct payment obligations whatsoever to the Provider for any of such payments or reimbursements. In any event, any payment obligation of the City, whether direct or contingent, under this Agreement or any amendment, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purposes of this Agreement. The City does not by the 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. Payment pursuant to this Agreement, if in federal and/or State funds, whether in whole or in part, is subject to and contingent upon the continuing availability of federal and/or State funds for the purposes here.

G. Providers shall bill monthly no later than the fifth (5th) day following the month in which Core Services were rendered including information from the Core Billing Requirements (**Exhibit C** unless otherwise specified in **Exhibit A**). The invoice must contain an original signature that is legible and signed by an individual authorized to represent the Provider. **Timely submission of correct bills is a material term of this Agreement. Billings will be returned unpaid if the billings do not conform to the approved format or the documentation is inadequate. Any billings not received within ninety (90) days of the Core Services being rendered will not be paid. Bills will be paid on a monthly basis through the Trails EBT Automated System.**

H. Provider must not allocate costs billed to this Agreement to another Federal award unless the City notifies the Provider in writing that that the City has shifted costs that are

allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of an applicable Federal award. 2 C.F.R. 200.405(c).

I. Nothing in this Agreement limits Provider's obligation to reimburse the City for any costs or expenses paid under this Agreement that have been determined to be unallowable or disallowed by the Federal Government, State Government, or the City in accordance with applicable Federal Laws, State Laws, or the Charter, ordinances, rules, regulations, policies, and Executive Orders of the City and County of Denver.

7. REPORTS/CORRESPONDENCE:

A. **Narrative and Other Reports:** Requirements for narrative and other reports are detailed in the exhibits.

B. **Procedural and Administrative Correspondence:** All written correspondence concerning procedural or administrative contract matters, other than invoices and notices required under Article 24, shall be delivered electronically to DHS_Contracting_Services@denvergov.org, or by U.S. mail to:

Attn: Contracting Services
Denver Department of Human Services
1200 Federal Boulevard, 4th Floor
Denver, Colorado 80204.

Invoices shall be prepared and submitted in accordance with Exhibit A.

8. **PERFORMANCE MONITORING/INSPECTION:** The Contractor shall permit the Executive Director to monitor and review the Contractor's performance under this Agreement. The Contractor shall make available to the City for inspection any and all files, records, reports, policies, minutes, materials, books, documents, papers, invoices, accounts, payrolls and other data, whether in hardcopy or electronic format, used in the performance of any of the required services or relating to any matter covered by this Agreement in order to coordinate the performance of services by the Contractor in accordance with the terms of this Agreement. All such monitoring and inspection shall be performed in a manner that will not unduly interfere with the services to be provided under this Agreement.

9. **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 officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

10. **REMEDIES FOR NONCOMPLIANCE:** In the event that the Contractor does not correct an identified default within the specified timeframe, then the City may impose any or all of the following remedial actions, in addition to any and all other remedial actions authorized by law:

A. Withhold any or all payments to the Contractor, in whole or in part, until the necessary services or corrections in performance are satisfactorily completed during the authorized period to cure default.

B. Deny any and all requests for payment and/or demand reimbursement from Contractor of any and all payments previously made to Contractor for those services or deliverables that have not been satisfactorily performed and which, due to circumstances caused by or within the control of the Contractor, cannot be performed or if performed would be of no value to the Program. Denial of requests for payment and demands for reimbursement shall be reasonably related to the amount of work or deliverables lost to the City.

C. Suspend or terminate this Agreement, or any portion or portions thereof, upon thirty (30) calendar days' prior written notice to Contractor.

D. Deny in whole or in part any application or proposal from Contractor for funding of the Program for a subsequent program year regardless of source of funds.

E. Reduce any application or proposal from Contractor for refunding for the Program for a subsequent program year by any percentage or amount that is less than the total amount of compensation provided in this Agreement regardless of source of funds.

F. Refuse to award Contractor, in whole or in part, any and all additional funds for expanded or additional services under the Program.

G. Deny or modify any future awards, grants, or contracts of any nature by the City regardless of funding source for Contractor; or

H. Modify, suspend, remove, or terminate the Services, in whole or in part. If the Services, or any portion thereof, are modified, suspended, removed, or terminated, the Contractor shall cooperate with the City in the transfer of the Services as reasonably designated by the City.

11. OTHER GROUNDS FOR 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 this Agreement beyond the time when such 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, kickbacks, 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 by the City, with or without cause, the Contractor will not have any claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work 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".

12. EXAMINATION OF RECORDS/AUDIT REQUIREMENTS:

A. The Comptroller General of the United States of America or his authorized representative, any duly authorized representative of the City, including the City Auditor or his representative, or any duly authorized representative of the State of Colorado, shall, until the expiration of five years after the final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Agreement. This right of access also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents.

B. The Contractor acknowledges that it is subject to any and all applicable regulations or guidance of the United States Office of Management and Budget, including, but not limited to, all applicable laws, rules, regulations, policy statements, and guidance issued by the Federal Government (including the United States Office of Management and Budget), regarding audit requirements and access to records requirements. Non-profit organizations that expend \$750,000 or more in a year in federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR Chapter I, Chapter II, Parts 200, 215, 220, 225 and 230, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (the "OMB Omni Circular") and applicable federal regulations.

C. The Contractor shall keep true and complete records, and shall annually furnish an accurate statement for the preceding calendar year, of all business transactions under this Agreement, which statement shall be certified by an authorized representative of the Contractor to be correct. The Contractor agrees to establish and maintain a system of bookkeeping satisfactory to the federal government or the City's Auditor and to give any authorized representatives of the federal government or the City access during reasonable hours to such books and records. Any representative of the federal government or the City's Auditor shall have the right at any time, and from time to time, to audit all of the books of account, bank statements,

documents, records, tax returns, papers and files of the Contractor, related to this Agreement, whether prepared manually or electronic, and the Contractor, upon request, shall make all such matters available for such examination. If said records exist in electronic form, the Contractor shall maintain a means of transferring said records to hardcopy form. The Contractor's obligation to retain the above records shall expire five (5) years after the Contractor's statement for any period has been delivered to the City.

13. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event shall any action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of the Contractor, and the City's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall be deemed or taken to be a waiver of any other breach.

14. 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, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. 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 contain a valid provision or endorsement requiring 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. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. 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 shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverage required under the Agreement. Contractor certifies that the certificate of insurance attached as Exhibit E, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number

be referenced on the Certificate. 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, Auto Liability, and Excess Liability/Umbrella, Contractor and subcontractor's insurer(s) shall name 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 the Agreement, Contractor's insurer shall waive subrogation rights against the City.

E. Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements here and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

F. Workers' Compensation/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. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

G. Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

H. Business Automobile Liability: Contractor shall maintain Business Automobile Liability with 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: Contractor shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Policy shall include a severability of interest or

separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

J. Additional Provisions:

(1) For Commercial General Liability, the policies must provide the following:

- (a) That this Agreement is an Insured Contract under the policy;
- (b) Defense costs are outside the limits of liability;
- (c) A severability of interests, or separation of insureds provision (no insured vs. insured exclusion);
- (d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City; and,
- (e) Any exclusion for sexual abuse, molestation or sexual misconduct has been removed or deleted.

(2) For claims-made coverage:

- (a) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

(3) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

15. DEFENSE AND INDEMNIFICATION:

A. Provider 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 Provider 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. Provider’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. Provider’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. Provider 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 Provider under the terms of this indemnification obligation. The Provider 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.

16. COLORADO GOVERNMENTAL IMMUNITY ACT: In relation to the Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq.*

17. TAXES, LATE CHARGES, AND PERMITS: 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.

18. ASSIGNMENT AND SUBCONTRACTING: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations under the Agreement or subcontract performance obligations without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and shall 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. 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 sub-consultant or subcontractor or assignee.

19. 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.

20. 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 D.R.M.C.

21. 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 or contemporaneous addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment will have any force or effect unless embodied in a written amendment to the Agreement properly executed by the parties. 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. The Agreement is, and any amendments will be, binding upon the parties and their successors and assigns. Amendments to this Agreement will become effective when approved by both parties and executed in the same manner as this Agreement.

22. 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 thereof 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.

23. 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; and the Contractor shall not hire, or contract for services with, any employee or officer of the City 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, which 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 in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

24. NOTICES: Notices concerning termination of the Agreement, alleged or actual violations of the terms of the Agreement, and matters of similar importance 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:

By Contractor to: Executive Director, Denver Department of Human Services
City and County of Denver

1200 Federal Boulevard
Denver, Colorado 80204-3221

With a copy to: Supervisor, Contracting Services
Denver Department of Human Services
1200 Federal Boulevard
Denver, Colorado 80204-3221

And Director, Child Welfare
Denver Department of Human Services
1200 Federal Boulevard
Denver, Colorado 80204-3221

And Core Services Administrator
Denver Department of Human Services
1200 Federal Boulevard
Denver, Colorado 80204-3221

Notices hand delivered or sent by overnight courier are effective upon delivery; notices sent by certified mail are effective upon receipt; and notices sent by mail are effective upon deposit with the US 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.

25. DISPUTES: All disputes between the City and the Contractor arising out of or regarding this Agreement will be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code, § 56-106(b), *et seq.* For the purposes of that procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.

26. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted or promulgated pursuant to the Charter and Code. The Charter, Revised Municipal Code and Executive Orders of the City and County of Denver are expressly incorporated into the Agreement. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado Second Judicial District.

27. COMPLIANCE WITH APPLICABLE LAWS: The Contractor will comply with all applicable Federal, State and City laws, ordinances, codes, regulations, rules, executive orders, and policies whether or not specifically referenced here. Any references to specific federal, state, or local laws or other requirements incorporated into this Agreement are not intended to constitute an exhaustive list of federal, state, and City requirements applicable to this Agreement. Applicable statutes, regulations and other documents pertaining to administration or enforcement of the services referenced in this Agreement and all other applicable provisions of federal, state or

local law are deemed to be incorporated here by reference. Compliance with all such statutes, regulations and other documents is the responsibility of the Contractor. In particular, and not by way of limitation, the services shall be performed in strict compliance with all laws, executive orders, ordinances, rules, regulations, policies and procedures prescribed by the City, the State of Colorado, and the United States Government, and the following additional federal requirements:

A. **OMB Omni Circular.** The applicable terms and conditions of OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards/Funds, 2 C.F.R. Part 200, *et seq.*

B. **Grievance Policy:** The parties desire to ensure that clients are being adequately informed over pending actions concerning their continued participation in the program or activity provided by the Contractor. Also, clients must be allowed adequate opportunity to communicate dissatisfaction with the facilities or services offered by the Contractor. In order to satisfy this requirement, the Contractor agrees to provide a written “Grievance Policy” as a mechanism to provide opportunities for the City and its clients to meaningfully communicate problems, dissatisfaction, and concerns and to establish procedures for resolution of grievances. The policy must be communicated to clients upon their initial receipt of services. The Contractor agrees that a formal “Grievance Policy” will be adopted by its governing body and submitted to the Executive Director for approval at the Executive Director’s discretion on or before the commencement of the term of this Agreement. Failure to provide an acceptable Grievance Policy shall constitute a material breach of this Agreement.

C. **Debarment:** The Contractor is subject to the prohibitions on contracting with a debarred organization pursuant to U.S. Executive Orders 12549 and 12689, Debarment and Suspension, and implementing federal regulations codified at 2 C.F.R. Part 180 and 2 C.F.R. Part 376. By signing this contract, I certify that neither the company nor any of its principals (officers, directors, owners, partners, and persons having primary management or supervisory responsibilities) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor shall provide immediate written notice to the Executive Director if at any time it learns that its certification to enter into this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances. If the Contractor is unable to certify to any of the statements in the certification contained in this Article, the Contractor shall provide a written explanation to the City within thirty (30) calendar days of the date of execution of this Agreement. Furthermore, if the Contractor is unable to certify to any of the statements in the certification contained in this Article, the City may pursue any and all available remedies available to the City, including but not limited to terminating this Agreement immediately, upon written notice to the Contractor. The Contractor shall include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" in all covered transactions associated with this Agreement. The Contractor is responsible for determining the method and frequency of its determination of compliance with Executive Orders 12549 and 12689 and their implementing regulations.

D. No Discrimination in Program Participation: The Contractor will comply with any and all applicable federal, state, and local laws that prohibit discrimination in programs and activities funded by this Agreement on the basis of race, color, national origin, sex, disability, and age including but not limited to Title VI of the Civil Rights Act of 1964 (Title VI), Section 504 of the Rehabilitation Act of 1973 (Section 504), the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 (ADA), Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964 (Title VII), the Age Discrimination in Employment Act (ADEA), the antidiscrimination provision of the Immigration Reform and Control Act of 1986 (IRCA), and the Equal Pay Act (EPA). Violations may be subject to any penalties set forth in said applicable laws and the Contractor agrees to indemnify and hold the City harmless from any and all claims, losses, or demands that arise under this Article.

E. Access to Services for Persons with Limited English Proficiency: As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting federal agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, Contractor must take reasonable steps to ensure that LEP persons have meaningful access to Contractor's programs, services and activities.

F. Prohibited Transactions:

(1) **Interest of Contractor:** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest will be employed.

(2) **Members of Congress:** No member of or delegate to the Congress of the United States of America shall be admitted to any share or part hereof or to any benefit to arise from this Agreement.

(3) **City Employees:** No officer or employee of either the City or the Contractor shall derive any unlawful personal gain, either by salary, fee payment or personal allowance, from his or her association with the other party to this Agreement. Any contractual provision that contravenes the provisions of this section shall be null and void. This section shall not prohibit an officer or administrator of one party to this Agreement from being reimbursed by the other party for actual, out-of-pocket expenses incurred on behalf of the other party.

(4) **No Political Activity:** Without limiting the foregoing, the Contractor agrees that political activities are prohibited under this Agreement, and agrees that no funds paid to it by the City will be used to provide transportation for any persons to polling places or to provide any other services in connection with elections.

(5) **Byrd Anti-Lobbying:** If required the Maximum Contract Amount exceeds \$100,000, the Contractor must complete and submit to the Agency a required certification

form provided by the Agency certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

(6) Mandatory Disclosures: Contractor must disclose, in a timely manner, in writing to the Agency all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the work to be performed under this Agreement. Failure to make required disclosures can result in the Agency taking any of the remedies described in 2 C.F.R. §200.338.

(7) FFATA: The Federal Funding Accountability and Transparency Act of 2006, FFATA, and implementing rules and regulations.

28. NO EMPLOYMENT OF ILLEGAL ALIENS 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) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

C. The Contractor also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall 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 an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor 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 the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then 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 illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any 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.

D. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such 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 Contractor from submitting bids or proposals for future contracts with the City.”

29. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts relating to this Agreement.

30. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Contractor shall cooperate and comply with the provisions of Executive Order 94 and 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 the City barring the Contractor from City facilities or participating in City operations.

31. CONFIDENTIAL INFORMATION; OPEN RECORDS:

A. Confidential Information: The Contractor acknowledges and accepts that, in the performance of all work under the terms of this Agreement, the Contractor will or may have access to the following types of information: (1) City Proprietary Data or confidential information that may be owned or controlled by the City (“City Proprietary Data”); (2) confidential information pertaining to persons receiving services from the Agency (“Client Data”), or (3) confidential proprietary information owned by third parties (“Third Party Proprietary Data”). For purposes of this Agreement, City Proprietary Data, Client Data, and Third Party Proprietary Data shall be referred to collectively as “Confidential Information”. The Contractor agrees that all Confidential Information provided or otherwise disclosed by the City to the Contractor or as otherwise acquired by the Contractor during its performance under this Agreement shall be held in confidence and used only in the performance of its obligations under this Agreement. The Contractor shall limit access to any and all Confidential Information to only those employees who have a need to know such information in order to provide services under this Agreement. The Contractor shall exercise the same standard of care to protect any and all Confidential Information

as a reasonably prudent contractor or Contractor would to protect its own proprietary or confidential data. Contractor acknowledges that Confidential Information may be in hardcopy, printed, digital or electronic format. The City reserves the right to restrict at any time Contractor's access to electronic Confidential Information to "read-only" access or "limited" access as such terms are designated by the Executive Director.

The Contractor agrees to comply with all applicable state and federal laws protecting the privacy or confidentiality of any and all Client Data, including protected health records or other protected information, and to comply with the terms and conditions contained in the attached Exhibit A. In the event that the Contractor is required to access Client Data that include protected medical records from a third party provider or is required to provide Client Data, including protected medical records to the City for purposes of monitoring and evaluating the Contractor's performance under this Agreement, then the Contractor agrees to fully coordinate with DHS case managers or other appropriate DHS personnel and the client in order to obtain any necessary consent forms, authorization forms, or release forms.

(1) **Use of Confidential Information:** Except as expressly provided by the terms of this Agreement, the Contractor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any Confidential Information or any part thereof to any other person, party or entity in any form or media for any purpose other than performing its obligations under this Agreement. The Contractor further acknowledges that by providing access to Confidential Information, the City is not granting to the Contractor any right or license to use such data except as provided in this Agreement. The Contractor further agrees not to reveal, publish, disclose, or distribute to any other party, in whole or in part, in any way whatsoever, any Confidential Information without prior written authorization from the Executive Director.

(2) **City Methods:** The Contractor agrees that any ideas, concepts, know-how, computer programs, or data processing techniques developed by the Contractor or provided by the City in connection with this Agreement shall be deemed to be the sole property of the City and all rights, including copyright, shall be reserved to the City. The Contractor agrees, with respect to Confidential Information, that: (a) the Contractor shall not copy, recreate, reverse, engineer or decompile such data, in whole or in part, unless authorized in writing by the Executive Director; (b) the Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; (c) the Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.

(3) **Employees and Subcontractors:** The requirements of this provision shall be binding on the Contractor's employees, agents, officers and assigns. The Contractor warrants that all of its employees, agents, and officers who designated to provide services under this Agreement will be advised of this provision. All requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement.

(4) **Disclaimer:** Notwithstanding any other provision of this Agreement, the City is furnishing Confidential Information on an “as is” basis, without any support whatsoever, and without representation, warranty or guarantee, including, but not in any manner limited to, fitness, merchantability, accuracy and completeness of the Confidential Information. The Contractor acknowledges and understands that Confidential Information may not be completely free of errors. The City assumes no liability for any errors or omissions in any Confidential Information. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the Contractor agrees to contact the City immediately.

B. Open Records: The parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, et seq., C.R.S. (2015), and that in the event of a request to the City for disclosure of such information, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claims, damages, expenses, losses or costs arising out of the Contractor’s intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

32. INTELLECTUAL PROPERTY RIGHTS: The City and the Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, 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 forms and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Contractor shall disclose all such items to the City. 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 hereby 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 copyright, patent, trademark and other intellectual property rights in perpetuity.

33. 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.

34. 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 the Agreement or any provisions thereof were prepared by a particular party.

35. 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.

36. 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.

37. TIME IS OF THE ESSENCE: The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

38. PARAGRAPH HEADINGS: The captions and headings set forth here are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

39. CITY EXECUTION OF AGREEMENT: This Agreement is expressly subject to, and shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.

40. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

41. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature, may be signed electronically by the City in the manner specified by the City. 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.

LIST OF EXHIBITS:

- Exhibit A, Scope of Work
- Exhibit B, Service Authorization Agreement
- Exhibit C, Core Billing Requirements
- Exhibit D, Provider Report Requirements
- Exhibit E, Proof of Insurance

[SIGNATURE PAGES AND EXHIBITS FOLLOW THIS PAGE]

Contract Control Number:

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:

By _____

By _____

By _____



Contract Control Number: SOCSV-201628244-00

Contractor Name: Savio House

By: W. S. Hildenbrand

Name: W. S. HILDENBRAND
(please print)

Title: EXECUTIVE DIRECTOR
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



CORE SERVICES PROGRAM SCOPE OF WORK

I. Purpose of Agreement

The purpose of the agreement is to establish a contract and Scope of Work that will **begin on June 1, 2016 and end on May 31, 2017** between the Denver Department of Human Services (DDHS) and **Savio House, Trails Provider #48170** who will provide culturally competent services through the Core Services Program with funding from the City and County of Denver.

II. Core Services Program

The Core Services Program was established within the Colorado Department of Human Services in 1994 and is statutorily mandated to provide strength-based resources and support to families when children are at imminent risk of out-of-home placement and/or are in need of services to maintain a least restrictive setting.

The goals of the Core Services Program are to:

- A. Focus on the family strengths by directing intensive services that support and strengthen the family and protect the child;
- B. Prevent out-of-home placement of the child;
- C. Return children in placement to their own home; or,
- D. Unite children with their permanent families.
- E. Provide services that protect the child.

"To return children in placement to their own home or to unite children with their permanent families" is defined as return to the home of a parent, an adoptive placement, guardianship, independent living placement, foster-adoption placement or to live with a relative/kin if the goal for the child in the Provider Report Requirements is to remain in the placement on a permanent basis.

III. Services

The Denver Department of Human Services desires to contract for the following services:

Service Type	Program Description & Detail	Rate	Unit
Home Based Services	Treatment Package Intensive: 12 hours of service per week – 75% of that should be spent with the client working on treatment plan issues. The other 25% can be related to court activities/requests; VOICES Meetings; participating in Administrative Review Conferences; report writing; documentation; phone calls, etc.	\$2300	Monthly

EXHIBIT A

Core Services Program Scope of Work 06/01/2016

**CORE SERVICES PROGRAM
SCOPE OF WORK**

Service Type	Program Description & Detail	Rate	Unit
	Treatment Package High: 8 hours of service per week – 75% of that should be spent with the client working on treatment plan issues. The other 25% can be related to court activities/requests; VOICES Meetings; participating in Administrative Review Conferences; report writing; documentation; phone calls, etc.	\$1765	Monthly
	Treatment Package Moderate: 6 hours of service per week – 75% of that should be spent with the client working on treatment plan issues. The other 25% can be related to court activities/requests; VOICES Meetings; participating in Administrative Review Conferences; report writing; documentation; phone calls, etc.	\$1550	Monthly
	Treatment Package Low: 3 hours of service per week – 75% of that should be spent with the client working on treatment plan issues. The other 15% can be related to court activities/requests; Team Decision Meetings; participating in Administrative Review Conferences; report writing; documentation; phone calls, etc.	\$600	Monthly
	Treatment Package: additional hours authorized	\$65	Monthly
	Aftercare Treatment Package- For youth discharging from a Savio TRCCF placement or day treatment (usually for 2 months)	\$1,151	Monthly
Multi Systemic Therapy	Treatment Package Intensive- the Sexual Problem Behavior MST	\$2,737	Monthly
	Treatment Package High - includes medication management	\$1,984	Monthly
	Treatment Package Moderate - no medication management	\$1,794	Monthly
	Treatment Package - is only authorized for an additional child in the home (with medication management).	\$944	Monthly

EXHIBIT A

**CORE SERVICES PROGRAM
SCOPE OF WORK**

Service Type	Program Description & Detail	Rate	Unit
	(Note: MST – Contingency Management services are listed under Intensive Family Therapy)		
Intensive Family Therapy (MST – Contingency Management)	Treatment Package High – MST-CM including medication management	\$2179	Monthly
	Treatment Package Moderate – MST-CM without medication management	\$1989	Monthly
	Treatment Package Low – MST-CM – additional child in the home	\$1139	Monthly
Functional Family Therapy	Treatment Package Low- provider must follow Functional Family Therapy guidelines	\$1,000	Monthly
	Treatment Package Moderate – Functional Family Therapy – Contingency Management	\$1300	Monthly
Sexual Abuse Treatment	Treatment Package – Intensive 7-15 hours per week	\$1,933	Monthly
	Treatment Package Moderate (6.5 hrs/week stand alone or in addition to day treatment)	\$1,300	Monthly
	Treatment Package Low - Hourly rate for In home Sexual Offender Treatment	\$75	Hourly
Direct Link Substance Abuse	Treatment Package Intensive 10-15 Hours a week in home	\$2,400	Monthly
	Treatment Package High 7-9 hours a week in home	\$1,865	Monthly
	Treatment Package Moderate 6.5 hours a week	\$1,528	Monthly
	Treatment Package – Hourly rate	\$75	Hourly
	Urine Analysis (drug screen)	\$15	Test
	Treatment Package Low: ETG Analysis (80 hour test for alcohol)	\$35	Test

EXHIBIT A

Core Services Program Scope of Work 06/01/2016

**CORE SERVICES PROGRAM
SCOPE OF WORK**

Service Type	Program Description & Detail	Rate	Unit
Day Treatment	Treatment Package High – Day Treatment combined with MST	\$2,923	Monthly
	Treatment Package Moderate – Regular day treatment includes: <input checked="" type="checkbox"/> Weekly family therapy <input checked="" type="checkbox"/> Transportation to and from program within Denver County or boundary area <input checked="" type="checkbox"/> In home family therapy <input checked="" type="checkbox"/> Spanish speaking family therapy <input checked="" type="checkbox"/> Substance abuse treatment <input checked="" type="checkbox"/> 24 hour crisis intervention (evenings and weekends)	\$1,748	Monthly
	Treatment Package – Transportation outside the boundary areas	\$350	Monthly
	Treatment Package Low	\$75	Hourly
Mental Health	TF-CBT – Treatment Pkg.	\$947	Monthly
	Treatment Package Intensive: Child Parent Psychotherapy (through the Trauma Grant)	\$85	Hourly
	After Care Moderate-Child Parent Psychotherapy (CPP) with Certification and continued fidelity to the model. Approved the first month following proof of certification	\$95	Hourly
	After October 1, 2016: Treatment Package Moderate - AF-CBT	\$947	Monthly
Life Skills	Treatment Package - SafeCare for Court-Involved Cases	\$740.00	Monthly
Supervised Visitation	Treatment Package Intensive – Therapeutic Visitation - conjoint parent-child therapy conducted by a licensed mental health professional also trained to provide supervised visitation. The role of the visitation worker is the same as a family therapist and uses therapeutic modalities to	86.25	1.25 Hour

EXHIBIT A

Core Services Program Scope of Work 06/01/2016

**CORE SERVICES PROGRAM
SCOPE OF WORK**

Service Type	Program Description & Detail	Rate	Unit
	<p>address parent/child interactions. 1 hour (75%) of time should be spent with the parent and child. The other 15 minutes (25%) can be spent on parent debrief and coaching; report writing; phone calls; etc. Total time is 1.25 hours at \$86.25.</p> <p>Treatment Package High – Therapeutic Visitation - conjoint parent-child therapy conducted by a Masters Level professional under the supervision of a Licensed Clinical professional, also trained to provide supervised visitation. The role of the visitation worker is the same as a family therapist and uses therapeutic modalities to address parent/child interactions. 1 hour (75%) of time should be spent with the parent and child. The other 15 minutes (25%) can be spent on parent debrief and coaching; report writing; phone calls; etc. Total time is 1.25 hours at \$74.75.</p> <p>Treatment Package Moderate – Parent Coaching - contact between a noncustodial parent and one or more children in the presence of a third person, in which the supervisor has a minimum of a Bachelor’s degree or equivalent experience and training. The supervisor is actively involved in promoting behavioral change in parent/child relationships. Visitation coaching is directed and educational. 1 hour (75%) of time should be spent with the parent and child. The other 15 minutes (25%) can be spent on parent debrief and coaching; report writing; phone calls; etc. Total time is 1.25 hours at \$63.25.</p> <p>Treatment Package Low – Supervised Visitation – parent/child contact overseen by a third party in which the supervisor has a High School Diploma or GED and the only focus is the protection and safety of the child and adult participants. 1 hour (75%) of time should be spent with the parent and child. The other 15 minutes (25%) can be spent on report writing, phone calls, etc.</p>	<p>74.75</p> <p>63.25</p> <p>55.00</p>	<p>1.25 Hour</p> <p>1.25 Hour</p> <p>1.25 Hour</p>

EXHIBIT A

**CORE SERVICES PROGRAM
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Service Type	Program Description & Detail	Rate	Unit
	<p>Treatment Package – Intermittent Supervised Visitation – A type of visitation where a qualified visitation worker checks in on the visit periodically, rather than being present for the entire visit. Intermittent visitation can be on premise at the visitation provider’s location or in another location (like the client’s home.) During the visit, the qualified visitation worker is expected to drop in unannounced periodically. The visitation worker should limit their presence to brief visits, unless concerns are such that the worker feels it would be imprudent to leave. The visitation worker and caseworker should collaborate to determine the frequency and duration of the periodic check-in. The visitation provider, client, and caseworker should have a safety plan in place that is well-communicated and designed to address any potential safety concerns. <i>This is intended to be short-term and should not exceed two weeks.</i> DHS will pay \$40.00 per hour for the duration of the visit.</p> <p>Other Services -VOICES meetings – provider attendance at treatment team meetings will be authorized as needed, generally 2 hours every 90 days.</p> <p>Other Services - Visitation Transportation – Provider may only bill for time transporting a client. This may be billed in 15 minute increments at \$10.00.</p>	<p>40.00</p> <p>40.00</p> <p>40.00</p>	<p>Hourly</p> <p>Hourly</p> <p>Hourly</p>
Total Contract Amount		\$1,400,000.00	

- A.** Core Services providers are expected to:
1. Respond to DDHS Child Welfare to provide such Core Services as authorized in the Service Authorization Agreement (**Exhibit B**). Respond to referrals in a timely manner by attempting to contact the potential client within two (2)

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business days of receipt of the service authorization and scheduling the first face-to-face visit within five (5) business days of the initial contact. If the client cannot be reached or an appointment cannot be scheduled within that period, the provider will contact the referring party (caseworker) and request their guidance regarding how to make contact with the client.

2. Work collaboratively with the client once they have engaged in services, to develop a treatment plan that includes clinical issues specific to the contracted services, but also addresses child protection and/or delinquency concerns.
3. Maintain ongoing and timely communication with the Child Welfare caseworker. This is imperative and includes informing the caseworker whenever there is a sustained break in treatment, new reports of child abuse, positive Urine Analysis or Breathalyzers, changes in medication, etc.
4. Reach out to extended family members of the client whenever possible in order to address any underlying family dynamics that are undermining treatment and to help build and maintain a healthy support system for the client.

B. Special Requirements and Conditions:

1. Provide culturally competent services.
2. Provider agency staff may provide transportation of clients for reasons pertaining to the treatment plan or services. Any employee transporting client(s) will have a current driver's license and adequate insurance as required in body of City and County of Denver contract.
3. Therapy services may only be provided by a Master's Degree level clinician or unlicensed therapist registered with the Department of Regulatory Agencies (DORA). Unlicensed therapist must receive supervision from a licensed therapist in accordance with DORA regulations. Other services may be provided by Bachelor's Degree level staff or paraprofessional level staff.
4. Providers who are providing therapeutic services are required to apply to become Medicaid providers to provide continuity of care to clients upon the end of the Core Services authorization.
5. Providers working closely with families involved in the child welfare system are expected to be capable of discussing and providing clear recommendations around the needs of the families and children they serve. This includes recommendations around frequency and level of supervision of visits, placement and reunification planning and safety issues.
6. Provider agency will perform background checks, such as Colorado Bureau of Investigation, and the equivalent of the Child Abuse Central Registry on employees.

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- i. Provider is responsible for ongoing, as frequent as necessary, reviews of background checks for each employee, prospective employee and/or subcontractor.
7. Provider agency will ensure that their facility and employees have proper training, credentialing and follow the rules and regulations of all applicable State Department qualification requirements.
8. The Department does not pay for no-shows or cancelled appointments when services are provided on hourly or per episode unless otherwise agreed upon by the Core Services Program Administrator.
9. Provider agency agrees to be available for request to appear in court regarding treatment matters and complete a written report to the court upon request if deemed necessary.
10. Provider will collaborate with the caseworker to request Medicaid approval when necessary.
11. Provider will understand the rules and regulations regarding the Medicaid funding for treatment.
12. Submit a monthly invoice with all required information for services provided no later than the fifth (5th) day following the month in which Core Services were rendered (**Exhibit C**, Core Billing Requirements) for billing for each client seen and reimbursement being requested.
 - i. Reimbursement will only be provided until the authorization expiration date or until a case is closed, whichever occurs first.
13. Monthly progress reports that includes progress and barriers in achieving provisions of the treatment plan will be submitted *with the bill*; (and will follow the format as stated in **Exhibit D**); be professionally written; focus on family strengths; and will address areas of need in order to strengthen the family, and protect the child(ren).
14. Discharge from treatment will be a collaborative process between the provider and the Child Welfare caseworker, with the understanding that accessing ongoing community resources will be imperative for sustaining successful client functioning.
15. Applicable rates shall be determined as set forth in the Agreement, unless the rates are altered during the term as legislated by the General Assembly. The City will provide written notice to the Contractor of any state changes in rates. These altered rates shall automatically go into effect unless the Contractor notifies the City in writing within fourteen (14) days, in which case the contract may then be subject to re-negotiation or termination.
16. Providers are required to use DART 2.0 for all authorizations.

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IV. Background Checks

Contractor shall provide background checks for all current and prospective employees of Contractor, and/or any subcontractor who has any direct contact with a child involved in any phase of an open child welfare case including, without limitation, those in the process of being placed and those who have been placed in out of home care. Each employee, prospective employee and/or subcontractor shall submit a complete set of fingerprints to the Colorado Bureau of Investigation (CBI) that were taken by a qualified law enforcement agency to obtain any criminal record held by the CBI.

A. Contractor Employees and Subcontractors

1. The person's employment is conditional upon a satisfactory criminal background check and subject to the same grounds for denial or dismissal as outlined in 26-6-104(7), C.R.S., including:
 - a. Checking records and reports; and
 - b. Individuals who have not resided in the state for two years shall be required to have Federal Bureau of Investigation (FBI) fingerprint-based criminal history.
2. Payment of the fee for the criminal record check is the responsibility of the Contractor or at Contractor's option individual being checked. In either case, DHS will not reimburse any of the costs associated with background checks.

B. Volunteers and Students (if applicable)

1. If volunteers or students are used by Contractor, Contractor shall define specifically the services to be given by that individual.
2. Volunteers and students who are assigned to work directly with the children/youth shall:
 - a. Be subject to reference checks similar to those performed for employment applicants.
 - b. Be supervised by Contractor's paid and qualified staff and report any concerns or issues to that staff
 - c. Be oriented and trained in the confidential nature of their work and the specific job which they are to do prior to assignment.
3. Provisions for employment and volunteer/student related background check inquiries will be followed as outlined in Section 7.701.32 "Use of Reports and Records of Child Abuse or Neglect for Background and Employment Inquiries."

V. Performance Management and Reporting

A. Performance Management

Monitoring will be performed by the program area and Contracting Services. Contractor may be reviewed for:

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1. **Program or Managerial Monitoring:** The quality of the services being provided and the effectiveness of those services addressing the needs of the program.
2. **Contract & Financial Monitoring:** Review and analysis of (a) current program information to determine the extent to which contractors are achieving established contractual goals; (b) financial systems & billings to ensure that contract funds are allocated & expended in accordance with the terms of the agreement. Contracting Services, in conjunction with the DHS program area, will manage any performance issues and will develop interventions that will resolve concerns.
3. **Compliance Monitoring:** Monitoring to ensure that the requirements of the contract document, Federal, State and City and County regulations, and DHS policies are being met.

B. Reporting

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

Report # and Name	Description	Frequency
1. Monthly Report Required for each client seen and for whom reimbursement is being requested	Report should be clear, specific, and detailed. Reports should clearly spell out what work is being done with the client(s), family and how the client(s) is progressing. Report must be typewritten and clear of grammatical errors and follow the example in Exhibit D .	Submitted monthly no later than the fifth (5th) day following the month in which Core Services were rendered.
Monthly Invoice	Invoice must include the following information in order to be reimbursed (other information may requested by DDHS): <ul style="list-style-type: none"> • Billable Child’s Name • Name of person receiving service • Trails Case ID • Itemized dates of service (must include explanation if service(s) provided was not included in authorization) 	Submitted monthly no later than the fifth (5th) day following the month in which Core Services were rendered (Exhibit C) and Provider Report Requirements (Exhibit D) for each client seen and for whom reimbursement is being requested

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**CORE SERVICES PROGRAM
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Report # and Name	Description	Frequency
2. Mental Health Assessments, Psychological Evaluations, and Parent Child Interactional evaluation reports	The assessments and evaluations shall be typewritten, clear of grammatical errors and include at a minimum: the name of the examiner, referral questions/reason for testing, assessment methods, and examiners background information, summary of testing results, psychological impression, conclusions, recommendations, and any other information deemed necessary.	No later than 3 weeks after meeting with the client(s).
3. Quarterly Report	Report should be clear, specific, detailed, and legible. Reports should detail outcomes as identified by DDHS' Core Services Program. Reports will include a roster of contractor's employees and the employees' certification and/or training in evidenced based practice and/or promising practice.	Submitted quarterly to Core Services Administrator
4. Other reports as reasonably requested by the City.	To be determined (TBD)	TBD

VI. General Requirements

- Provider information changes such as change of address, phone, fax number, staffing changes must be reported to Denver Department of Human Services Core Services Program Administrator within 48 business hours after the change occurred.
- Any sanctions, disciplinary issues, and hiring practices that affect the business practice of the service providers shall be reported to Denver Department of Human Services Core Services Program Administrator within 48 business hours.
- If Provider has a Medicaid contract, they will refer or facilitate a referral to Medicaid for payment if family is Medicaid eligible and services appear to address treatment issues that meet Medicaid eligibility.

Address correspondence to:

Denver Department of Human Services
Core Services Program Administrator
Child Welfare Division 3rd Floor
1200 Federal Boulevard
Denver, Colorado 80204

VII. Business Associate Terms – HIPAA/HITECH

EXHIBIT A

Core Services Program Scope of Work 06/01/2016

CORE SERVICES PROGRAM SCOPE OF WORK

1. GENERAL PROVISIONS AND RECITALS

1.01 The parties agree that the terms used, but not otherwise defined below, shall have the same meaning given to such terms under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and their implementing regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") as they exist or may hereafter be amended.

1.02 The parties agree that a business associate relationship (as described in 45 CFR §160.103) under HIPAA, the HITECH Act, and the HIPAA regulations arises between the CONTRACTOR and CITY to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of CITY.

1.03 CITY wishes to disclose to CONTRACTOR certain information, some of which may constitute Protected Health Information ("PHI") as defined below, to be used or disclosed in the course of providing services and activities.

1.04 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 the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they exist or may hereafter be amended.

1.05 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.

1.06 The parties understand that the HIPAA Privacy and Security rules apply to the CONTRACTOR in the same manner as they apply to a covered entity. CONTRACTOR agrees to comply at all times with the terms of this Agreement and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they exist or may hereafter be amended, with respect to PHI.

2. DEFINITIONS.

2.01 "Administrative Safeguards" are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of CONTRACTOR's workforce in relation to the protection of that information.

2.02 "Agreement" means the attached Agreement and its exhibits to which these terms additional are incorporated by reference.

2.03 "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

2.03.1 Breach excludes:

- a. any unintentional acquisition, access, or use of PHI by a workforce

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member or person acting under the authority of CONTRACTOR or CITY, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.

- b. any inadvertent disclosure by a person who is authorized to access PHI to another person authorized to access PHI, or organized health care arrangement in which CITY participates, and the information received as a result of such disclosure is not further used or disclosed in a manner disallowed under the HIPAA Privacy Rule.
- c. a disclosure of PHI where CONTRACTOR or CITY has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

2.03.2 Except as provided in paragraph (a) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

- a. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
- b. The unauthorized person who used the PHI or to whom the disclosure was made;
- c. Whether the PHI was actually acquired or viewed; and
- d. The extent to which the risk to the PHI has been mitigated.

2.04 "CONTRACTOR" shall have the same meaning as in the attached Agreement, to which these Business Associate terms are incorporated by reference.

2.05 "CITY" shall have the same meaning as in the attached Agreement, to which these Business Associate terms are incorporated by reference.

2.06 "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.

2.07 "Designated Record Set" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.

2.08 "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45 CFR §160.103.

2.09 "Health Care Operations" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.

2.10 "Immediately" where used here shall mean within 24 hours of discovery.

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2.11 "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

2.12 "Parties" shall mean "CONTRACTOR" and "CITY", collectively.

2.13 "Physical Safeguards" are physical measures, policies, and procedures to protect CONTRACTOR's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.

2.14 "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

2.15 "Protected Health Information" or "PHI" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.

2.16 "Required by Law" shall have the meaning given to such term under the HIPAA Privacy Rule at 45 CFR §164.103.

2.17 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

2.18 "Security Incident" means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by CONTRACTOR.

2.19 "The HIPAA Security Rule" shall mean the Security Standards for the Protection of electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

2.20 "Subcontractor" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.

2.21 "Technical safeguards" means the technology and the policy and procedures for its use that protect electronic PHI and control access to it.

2.22 "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services ("HHS") in the guidance issued on the HHS Web site.

2.23 "Use" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.

3. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE.

3.01 CONTRACTOR agrees not to use or further disclose PHI that CITY discloses to CONTRACTOR except as permitted or required by this Agreement or by law.

3.02 CONTRACTOR agrees to use appropriate safeguards, as provided for in this Agreement, to prevent use or disclosure of PHI that CITY discloses to CONTRACTOR or that

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CONTRACTOR creates, receives, maintains, or transmits, on behalf of CITY, except as provided for by this Contract.

3.03 CONTRACTOR agrees to comply with the HIPAA Security Rule, at Subpart C of 45 CFR Part 164, with respect to electronic PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits, on behalf of CITY.

3.04 CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of PHI by CONTRACTOR in violation of the requirements of this Agreement that becomes known to CONTRACTOR.

3.05 CONTRACTOR agrees to immediately report to CITY any Use or Disclosure of PHI not provided for by this Agreement that CONTRACTOR becomes aware of. CONTRACTOR must report Breaches of Unsecured PHI in accordance with 45 CFR §164.410.

3.06 CONTRACTOR agrees to ensure that any subcontractors that create, receive, maintain, or transmit, PHI on behalf of CONTRACTOR agree to the same restrictions and conditions that apply to CONTRACTOR with respect to such information.

3.07 To comply with the requirements of 45 CFR §164.524, CONTRACTOR agrees to provide access to CITY, or to an individual as directed by CITY, to PHI in a Designated Record Set within fifteen (15) calendar days of receipt of a written request by CITY.

3.08 CONTRACTOR agrees to make amendment(s) to PHI in a Designated Record Set that CITY directs or agrees to, pursuant to 45 CFR §164.526, at the request of CITY or an Individual, within thirty (30) calendar days of receipt of the request by CITY. CONTRACTOR agrees to notify CITY in writing no later than ten (10) calendar days after the amendment is completed.

3.09 CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of CITY, available to CITY and the Secretary in a time and manner as determined by CITY, or as designated by the Secretary, for purposes of the Secretary determining CITY'S compliance with the HIPAA Privacy Rule.

3.10 CONTRACTOR agrees to document any Disclosures of PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits on behalf of CITY, and to make information related to such Disclosures available as would be required for CITY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528.

3.11 CONTRACTOR agrees to provide CITY, or an Individual as directed by CITY, and in a timely and manner to be determined by CITY, that information collected in accordance with the Agreement, in order to permit CITY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528.

3.12 CONTRACTOR agrees that, to the extent CONTRACTOR carries out CITY's obligation(s) under the HIPAA Privacy and/or Security rules, CONTRACTOR will comply with the requirements of 45 CFR Part 164 that apply to CITY in the performance of such obligation(s).

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3.13 CONTRACTOR shall work with CITY upon notification by CONTRACTOR to CITY of a Breach to properly determine if any Breach exclusions exist as defined below.

4. SECURITY RULE.

4.01 CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR §164.308, §164.310, §164.312, and §164.316 with respect to electronic PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits on behalf of CITY. CONTRACTOR shall follow generally accepted system security principles and the requirements of the HIPAA Security Rule pertaining to the security of electronic PHI.

4.02 CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to the same restrictions and requirements contained here.

4.03 CONTRACTOR shall immediately report to CITY any Security Incident of which it becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI as below and as required by 45 CFR §164.410.

5. BREACH DISCOVERY AND NOTIFICATION.

5.01 Following the discovery of a Breach of Unsecured PHI, CONTRACTOR shall notify CITY of such Breach, however, both parties may agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR §164.412.

5.01.1 A Breach shall be treated as discovered by CONTRACTOR as of the first day on which such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR.

5.01.2 CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other agent of CONTRACTOR, as determined by federal common law of agency.

5.02 CONTRACTOR shall provide the notification of the Breach immediately to the CITY DHS Executive Director or other designee.

5.02.1 CONTRACTOR'S initial notification may be oral, but shall be followed by written notification within 24 hours of the oral notification.

5.03 CONTRACTOR'S notification shall include, to the extent possible:

5.03.1 The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;

5.03.2 Any other information that CITY is required to include in the notification

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to each Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify CITY, or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR §164.410 (b) has elapsed, including:

- a. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
- b. A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- c. Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
- d. A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and
- e. Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

5.04 CITY may require CONTRACTOR to provide notice to the Individual as required in 45 CFR §164.404, if at the sole discretion of the CITY, it is reasonable to do so under the circumstances.

5.05 In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all required notifications to CITY, and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

5.06 CONTRACTOR shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR §164.402 to demonstrate that a Breach did not occur.

5.07 CONTRACTOR shall provide to CITY all specific and pertinent information about the Breach, including the information listed above, if not yet provided, to permit CITY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of the Breach to CITY.

5.08 CONTRACTOR shall continue to provide all additional pertinent information about the Breach to CITY as it becomes available, in reporting increments of five (5) business days after the prior report to CITY. CONTRACTOR shall also respond in good faith to all reasonable requests for further information, or follow-up information, after report to CITY, when such request is made by CITY.

5.09 In addition to the provisions in the body of the Agreement, CONTRACTOR shall also bear all expense or other costs associated with the Breach and shall reimburse CITY for all

EXHIBIT A

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expenses CITY incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs or expenses associated with addressing the Breach.

6. PERMITTED USES AND DISCLOSURES BY CONTRACTOR.

6.01 CONTRACTOR may use or further disclose PHI that CITY discloses to CONTRACTOR as necessary to perform functions, activities, or services for, or on behalf of, CITY as specified in the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by CITY.

6.02 CONTRACTOR may use PHI that CITY discloses to CONTRACTOR, if necessary, for the proper management and administration of the Agreement.

6.03 CONTRACTOR may disclose PHI that CITY discloses to CONTRACTOR to carry out the legal responsibilities of CONTRACTOR, if:

6.03.1 The Disclosure is required by law; or

6.03.2 CONTRACTOR obtains reasonable assurances from the person or entity to whom/which the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person or entity and the person or entity immediately notifies CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has been breached.

6.04 CONTRACTOR may use or further disclose PHI that CITY discloses to CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of CONTRACTOR.

6.05 CONTRACTOR may use and disclose PHI that CITY discloses to CONTRACTOR consistent with the minimum necessary policies and procedures of CITY.

7. OBLIGATIONS OF CITY.

7.01 CITY shall notify CONTRACTOR of any limitation(s) in CITY'S notice of privacy practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect CONTRACTOR'S Use or Disclosure of PHI.

7.02 CITY shall notify CONTRACTOR of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect CONTRACTOR'S Use or Disclosure of PHI.

7.03 CITY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI that CITY has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect CONTRACTOR'S use or disclosure of PHI.

7.04 CITY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by CITY.

8. BUSINESS ASSOCIATE TERMINATION.

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8.01 Upon CITY'S knowledge of a material breach or violation by CONTRACTOR of the requirements of this Contract, CITY shall:

8.01.1 Provide an opportunity for CONTRACTOR to cure the material breach or end the violation within thirty (30) business days; or

8.01.2 Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to cure the material breach or end the violation within (30) days, provided termination of the Agreement is feasible.

8.02 Upon termination of the Agreement, CONTRACTOR shall either destroy or return to CITY all PHI CONTRACTOR received from CITY and any and all PHI that CONTRACTOR created, maintained, or received on behalf of CITY in conformity with the HIPAA Privacy Rule.

8.02.1 This provision shall apply to all PHI that is in the possession of subcontractors or agents of CONTRACTOR.

8.02.2 CONTRACTOR shall retain no copies of the PHI.

8.02.3 In the event that CONTRACTOR determines that returning or destroying the PHI is not feasible, CONTRACTOR shall provide to CITY notification of the conditions that make return or destruction infeasible. Upon determination by CITY that return or destruction of PHI is infeasible, CONTRACTOR shall extend the protections of this Agreement to the PHI and limit further Uses and Disclosures of the PHI to those purposes that make the return or destruction infeasible, for as long as CONTRACTOR maintains the PHI.

8.03 The obligations of this Agreement shall survive the termination of the Agreement.

VIII. Substance Abuse

Provider will also comply with all provisions of 42 C.F.R., Part 2 relating to substance abuse treatment and records.

Exhibit B



Denver Department of Human Services

Denver Authorization & Referral Tool

Service Authorization Agreement

To the below named provider:

This document verifies that services, time frame and rate of payment were pre-authorized by Denver Human Services. Should services be recommended for longer than the approval period specified below, the caseworker will need to obtain authorization for an extension of the service prior to the scheduled end date. If you have not received a new authorization form to extend services, payment has not been approved. Billing for services must be submitted by the 5th day of the month after services were provided.

PROVIDER

Name: _____ Contact: _____

Provider ID: _____

SERVICE TYPE

RATES

<u>Level</u>	<u>Unit</u>	<u>Frequency</u>	<u>Amount</u>	<u>Date Range</u>	<u>Max Units</u>	<u>Status</u>
		per		-		

CASE

Trails Case ID: _____

Home Phone: _____ Day Phone: _____

Home Address: _____ Mailing Address: _____

CLIENTS RECEIVING SERVICE

Client	DOB	Gender	Role	Relation

COMMENTS

AUTHORIZED BY:

Coordinator: _____

Caseworker: _____

Supervisor: _____

ATTACHMENTS

Attachment Name

Exhibit C



Billing requirements:

- Monthly invoice shall be submitted electronically through encrypted email by the 5th of the following month in which Core Services were rendered, unless otherwise requested by Denver Department of Human Services (DDHS).
 - Monthly invoice is required for each client seen and for whom reimbursement is being requested.
- Invoices should be clear, specific, and detailed.

*All invoices must be typewritten and include the following information in order to be reimbursed (other information may be requested by DDHS):

-
1. Billable Child's Name
 2. Name of person receiving service
 3. Trails Case ID
 4. Itemized dates of service
 - a. Must include explanation if service(s) provided was not included in authorization
 5. Must include the following certification language:
 - a. "By signing this report, I certify to the best of my knowledge and belief that this invoice is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of an applicable Federal award or the Federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
 - b. Submission of an invoice is certification that the information in the invoice is true, complete, and accurate as stated above.

Exhibit D



Report requirements:

- Written reports shall be submitted electronically through encrypted email with your monthly bill by the 5th of the following month, unless otherwise requested by Denver Human Services.
- Reports should be clear, specific, and detailed. Reports should clearly spell out what work is being done with the family and how the family is progressing. A Discharge Report must be submitted within two weeks of the clients discharging or terminating from service.

*All progress or discharge reports must be typewritten and include:

Child's Name: _____ DOB: _____
Trails Case ID: **(MANDATORY)**
Caseworker: _____

1. Initial start date of service: _____
2. Dates and number of hours of face to face contact with specific family members **(List each contact by date and family member involved):**
3. Other dates of phone contact:
4. Progress on treatment goals or on 30-day assessment issues (identify barriers to progress):
 - a) Environment – housing stability, housing habitability, income/employment, financial management, nutrition/food, personal hygiene, learning environment
 - b) Parent Capabilities – supervision of children, disciplinary practices, encouragement of appropriate activities, mental health, physical health, use of substances, over all parental capabilities:
 - c) Family Interactions – bonding well with child, expectations of the child, mutual support within family, relationship between caregivers, overall family interactions:
 - d) Family Safety – safety in community, absence/presence of physical , sexual, and emotional abuse of children, absence/presence of neglect, absence/presence of domestic violence between parents/caregivers, relationship with siblings, relationship with peers, motivation/cooperation to maintain the family, overall well-being:
5. Specific information about the interventions or services being provided by the contracted service agency:
6. Safety issues or other concerns:
7. Significant events or incidents:
8. Increases or decreases in functioning:
9. Anticipated date of service completion:
10. Recommendations for case planning as requested by caseworker:
11. After care plan for child(ren) and family:
12. Other additional information that you think is important:
13. Reason for discharge or end of service, if applicable:

EXHIBIT E



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/13/2016

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).

PRODUCER Aon Risk Insurance Services West, Inc. Denver CO Office 1900 16th Street, Suite 1000 Denver CO 80202 USA	CONTACT NAME: PHONE (A/C. No. Ext): (303) 758-7688 FAX (A/C. No.): (303) 758-9458		
	E-MAIL ADDRESS:		
INSURED Savio House 325 King Street Denver CO 80219 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Philadelphia Indemnity Insurance Company		18058
	INSURER B: Pinnacle Assurance Company		41190
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570062087790 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sexual Molestation coverage applies GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1489141	05/01/2016	05/01/2017	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COMP/OP AGG	\$3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHPK1489141	05/01/2016	05/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
							Comprehensive Deduct	\$500
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB539014	05/01/2016	05/01/2017	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			984642	05/01/2016	05/01/2017	<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	Misc Liab Cvg			PHPK1489141	05/01/2016	05/01/2017	Prof each Occ.	\$1,000,000
							Aggregate	\$3,000,000

Certificate No : 570062087790

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured as respects the Commercial General Liability and Business Auto.

CERTIFICATE HOLDER

CANCELLATION

City and County of Denver Attn: Kelly Johnson Department of Human Services 1200 Federal Blvd Denver CO 80204 USA	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>Aon Risk Insurance Services West, Inc.</i>

