

## AGREEMENT

**THIS AGREEMENT** is by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as (the “City”) through its **DEPARTMENT OF HUMAN SERVICES** (the “Agency”), and **DENVER HEALTH AND HOSPITAL AUTHORITY**, a body corporate and political subdivision of the State of Colorado, with an address of 777 Bannock, Denver, Colorado 80204 (the “Contractor” and jointly, the “parties”).

The parties agree as follows:

**1. COORDINATION AND LIAISON:** The Contractor shall fully coordinate all services under the Agreement with the Executive Director of Human Services, or the Executive Director’s designee (“Executive Director”).

**2. SERVICES TO BE PERFORMED:**

**a.** As the Executive Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A**, the Scope of Work and Budget, to the City’s satisfaction.

**b.** The Contractor is ready, willing, and able to provide the services required by this Agreement.

**c.** The Contractor shall faithfully perform the services in accordance with the recognized standard of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

**3. TERM:** The term of this Agreement shall commence on **January 1, 2019**, and shall terminate on **December 31, 2019** (“Term”). Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.

**4. COMPENSATION AND PAYMENT:**

**a. Budget:** Subject to the provisions of Article 4(e) below, the Contractor agrees to accept as full compensation from the City under this Agreement, for completion of all the items of work contained in this Agreement and **Exhibit A**, an amount not to exceed **Eight Hundred Sixty-Eight Thousand Six Hundred Ninety-Three and 00/100 Dollars (\$868,693.00)** (the “Maximum Contract Amount”), to be used in accordance with the budget contained in **Exhibit A**. Amounts billed may not exceed the budget set forth in **Exhibit A**.

**b. Reimbursable Expenses:** There are no reimbursable expenses allowed under the Agreement. All of the Contractor’s expenses are contained in the budget in **Exhibit A**.

**c. Invoices:** Funds will be disbursed in appropriate increments, upon receipt and approval of Contractor’s monthly invoices and any City required budget documents or reports. The City’s Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement. Contractor’s invoice(s) will include any and all appropriate supporting documentation, with a level of detail acceptable to the City. Contractor’s invoice(s) will reflect in detail the services performed within the period for which the payment is requested and will address all completed project outcomes. Invoices submitted for payment must be received by the Agency no later than the 45<sup>th</sup> day subsequent to the month for which reimbursement is being sought. Invoices submitted for services rendered that are submitted after such deadline are considered to be untimely and must be submitted separately to be considered for payment. Payment for such late-submitted invoices shall be made only upon a showing of good cause for the late submission.

**d. Budget Modifications:** Budget line items may only be modified by the written approval of the Executive Director, if in the Executive Director’s sole judgment such modification is reasonable and appropriate. However, such budget modifications will not alter the **Maximum Contract Amount**. Any modification to **Exhibit A** shall not take effect until approved in writing. Any modification to **Exhibit A** agreed to by the parties that requires an increase in the **Maximum Contract Amount** shall be evidenced by a written Amendatory Agreement prepared and executed by both parties in the same manner as this Agreement.

**e. Maximum Contract Amount:**

**(1)** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed the Maximum Contract Amount. The City is not

obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the 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.

(3) If, as a result of any audit or program review relating to the performance of the Contractor or its officers, agents or employees under this agreement, there are any irregularities or deficiencies in any audit or review, then the Contractor will, upon notice from the City, correct all identified irregularities or deficiencies within the time frames designated in the City's written notice. If corrections are not made by such date, then the final resolution of identified deficiencies or disputes shall be deemed to be resolved in the City's favor unless the Contractor obtains a resolution in its favor from the responsible official conducting the audit or review. The foregoing in no way limits Contractor'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 State Government, or the City in accordance with applicable State Laws, or the Charter, ordinances, rules, regulations, policies, and Executive Orders of the City and County of Denver.

**5. REPORTS/CORRESPONDENCE:**

**a. Submission Deadlines of Reports:** The Contractor shall provide the Agency with a monthly summary report on activities performed with the assistance of funds provided under this Agreement no later than the fifteenth (15th) day of each month following the effective date of this Agreement, and continuing through the month following the date of termination of this Agreement. Each such report shall set forth in detail the progress of work under this Agreement and any other information reasonably requested by the City and shall be submitted in such a format as may be designated by the City. Such reports may be submitted electronically by disk or e-mail, followed by hard copy transmittal. In addition, the Contractor

shall comply with any and all contract closeout procedures directed by the Executive Director to be performed under this Agreement for final reimbursement, including but not limited to final review of payments, invoices, referrals, and required reporting documents, including close-out signature.

**b. Correspondence:** All reports and other written correspondence concerning procedural or administrative contract matters (other than the notices required to be provided to the Executive Director and others as described below in paragraph 21 (**NOTICES**)) shall be 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:

Attn: Contracting Services  
Denver Department of Human Services  
1200 Federal Boulevard, 4<sup>th</sup> Floor  
Denver, Colorado 80204

Invoices shall be delivered to DHS\_Contractor\_Invoices@denvergov.org, or by U.S. Mail to:

Attn: Financial Services  
Denver Department of Human Services  
1200 Federal Boulevard  
Denver, Colorado 80204

**6. 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.

**7. TERMINATION:**

**a.** The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon sixty (60) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its 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, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly 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".

**8. EXAMINATION OF RECORDS/AUDIT REQUIREMENTS:**

a. Any authorized representative of the City, including the City Auditor or his or her representative, or the State of Colorado, will have the right to access and the right to examine any pertinent books, documents, papers and records of the Contractor, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations whichever is longer. 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 will keep true and complete records of all business transactions under this Agreement, will establish and maintain a system of bookkeeping satisfactory to the City's Auditor and give the City's authorized representatives access during reasonable hours to such books and records, except those matters required to be kept confidential by law. The Contractor agrees that it will keep and preserve for at least three (3) years all evidence of business transacted under this Agreement for such period.

**9. WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any

breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

**10. INSURANCE:** The Contractor is a “public entity” within the meaning of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as amended. The Contractor shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Contractor’s liabilities under the Act.

**11. LIABILITY:** The Contractor will be liable for the actions and omissions of its respective officers, agents, employees and subcontractors, to the extent provided by the Colorado Governmental Immunity Act. This obligation will survive the termination of this Agreement.

**12. 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.

**13. ASSIGNMENT AND SUBCONTRACTING:** The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement 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, or to terminate the Agreement because of unauthorized 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 any sub-consultant, subcontractor or assign.

**14. 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.

**15. 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.

**16. 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 Denver Revised Municipal Code.

**17. 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 of it 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.

**18. 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.

**19. NOTICES:** All notices required by the terms of the Agreement 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

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. 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.

**20. DISPUTES:** All disputes between the City and Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.

**21. GOVERNING LAW; VENUE:** The Agreement will be construed and enforced in accordance with the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

**22. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status,



sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

**23. COMPLIANCE WITH APPLICABLE LAWS:** The Contractor shall perform or cause to be performed, all services in full compliance with all applicable laws, rules, regulations and codes of the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver. 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.

**24. 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) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(2) 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.

**25. 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.

**26. 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 any provisions of the Agreement were prepared by a particular party.

**27. ORDER OF PRECEDENCE:** In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

**28. INTELLECTUAL PROPERTY RIGHTS:** The City and 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 form 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 (by this Agreement) 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 rights in perpetuity.

**29. 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.

**30. ADVERTISING AND PUBLIC DISCLOSURE:** The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor’s advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Executive Director in advance of the date and time of

any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

**31. CITY EXECUTION OF AGREEMENT:** The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

**32. 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, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. 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.

**33. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The Contractor shall cooperate and comply with the provisions of Executive Order 94 and its 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 contract personnel being barred from City facilities and from participating in City operations.

**34. COUNTERPARTS OF THE AGREEMENT:** The Agreement may be executed in counterparts, each of which is an original and constitute the same instrument.

**35. CONFIDENTIAL INFORMATION:**

**a. City Information:** Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to Proprietary Data or confidential information, including protected health information (PHI), that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent consultant would to protect its own proprietary or confidential data. “Proprietary Data” shall mean any materials or information which may be designated or marked “Proprietary” or “Confidential”, or which would not be

documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

**b. Use and Protection of Proprietary Data or Confidential Information:**

(i) Except as expressly provided by the terms of this Agreement, 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 data, including Proprietary Data or confidential information or any part thereof to any other person, party or entity in any form of media for any purpose other than performing its obligations under this Agreement. Contractor further acknowledges that by providing data, Proprietary Data or confidential information, the City is not granting to Contractor any right or license to use such data except as provided in this Agreement. Contractor further agrees not to disclose or distribute to any other party, in whole or in part, the data, Proprietary Data or confidential information without written authorization from the Executive Director and will immediately notify the City if any information of the City is requested from the Contractor from a third party.

(ii) Contractor agrees, with respect to the Proprietary Data and confidential information, that: (1) Contractor shall not copy, recreate, reverse engineer or decompile such data, in whole or in part, unless authorized in writing by the Executive Director; (2) Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; and (3) 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.

(iii) Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted data received from, or on behalf of City. It is the responsibility of the Contractor to ensure that all possible measures have been taken to secure the

computers or any other storage devices used for City data. This includes industry accepted firewalls, up-to-date anti-virus software, controlled access to the physical location of the hardware itself.

c. **Contractor Information:** The City acknowledges that the City may have access to Proprietary Data or confidential information, including pricing information, that may be owned or controlled by the Contractor, and that the disclosure of such Proprietary Data or information may be damaging to the Contractor or third parties. The City agrees that all Proprietary Data, confidential information or any other data or information, including pricing data, provided or otherwise disclosed by the Contractor to the City shall be held in confidence and may not be released or disclosed unless required by law. The City shall exercise the same standard of care to protect such Proprietary Data and confidential information as a reasonably prudent entity would to protect its own proprietary or confidential data. “Proprietary Data” shall mean any materials or information, including pricing information, which may be designated or marked “Proprietary” or “Confidential”, or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Contractor by the City. Such Proprietary or Confidential Data may be in hardcopy, printed, digital or electronic format.

d. **HIPAA and Substance Use Records:** The Contractor may receive from, disclose to, or create on behalf of each other certain health or medical information (“protected health information” or “PHI” as defined in 45 C.F.R 164.501) or substance use records as outlined in 42 C.F.R. part 2 in connection with the performance of this Agreement. Use or disclosure of this PHI or substance use records is subject to protection under state and federal law, including the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), Confidentiality of Substance Use Disorder Patient Records (“Part 2”) and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “Regulations”). The Contractor specifically agrees to take such action as is necessary to implement the requirements of the Regulations, and other applicable laws relating to the security and confidentiality of PHI and substance use disorder records.

e. **Employees and Subcontractor:** Each party will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of each party under this Agreement shall survive the expiration or earlier termination of this

Agreement. Each party agrees not to disclose Proprietary Data or confidential information of the other party to subcontractors or third parties unless such subcontractors or third parties are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

**36. 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 hereunder, 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.

### **Exhibit List**

#### **Exhibit A – Scope of Work and Budget**

**END**

**[Signature pages and Exhibit to follow]**

**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-201844199-00

**Contractor Name:** DENVER HEALTH AND HOSPITAL AUTHORITY

By: 

Name: Brad Memmel  
(please print)

Title: Associate CFO  
(please print)

**ATTEST: [if required]**

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

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

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



SCOPE OF WORK  
Denver Health and Hospital Authority  
**SOCSV2018-44199**

**I. Purpose of Agreement**

The purpose of the contract is to establish an agreement and Scope of Services between Denver Human Services (DHS) and Denver Health and Hospital Authority (DHHA) for medical services for the DHS Child Welfare Division.

**II. Services**

- Child Abuse and Neglect Medical Evaluations
- Consultation Services
- Medical Passport Services
- Nursing Health Assessment Triage for Families referred to DHHA by DHS
- Training

**III. Process and Outcome Measures**

**A. Responsibilities**

**1. Scope of Child Abuse and Neglect Medical Evaluations for City Child Welfare Division.**

a. The City's Department of Human Services ("DHS") The Authority will provide a medical team to include at least one licensed physician and other staff as outlined in the Agreement to perform the following duties:

(i) Medical examinations requested through the Order-In process.

(1) Provide healthcare services including medical evaluations for children ages 0-21 years being evaluated by DHS through the Order-In process due to concerns of abuse and/or neglect. Services to be provided will include, but are not limited to, professional medical and nursing services, technical assistance, medical consultation and hospital backup. Services will be provided by a consistent team of medical practitioners with expertise in child maltreatment. After Hours services will be provided via the Denver Emergency Center for Children (DECC).

(2) The Authority and DHS agree that they will work collaboratively with other agencies and organizations involved with the care of children seen at the clinic including but not limited to the Denver Police Department, the District's Attorney's Office and the Denver Children's Advocacy Center. The Authority and DHS will share information with these agencies and organizations as needed for the timely completion of investigative and protective actions following established policies and procedures concerning release of patient medical information;

(ii) Medical Examinations outside of the Order-In process.

SCOPE OF WORK  
Denver Health and Hospital Authority  
**SOCSV2018-44199**

(1) Provide medical evaluations for children ages 0-21 years being evaluated by DHS for concerns of abuse and neglect. Services to be provided will include, but are not limited to, professional medical and nursing services, technical assistance, medical consultation and hospital backup. Services will be provided by a consistent team of medical practitioners with expertise in child maltreatment. After Hours services will be provided via the Denver Emergency Center for Children (DECC).

(iii) Out-of-Home Placement Intake Examinations

(1) The Authority shall provide intake medical evaluations for children ages 0-21 years being placed out of their homes. Medical evaluations shall be completed within 14 days of placement in any level of care.

b. The parties agree that a signed consent form is necessary before any child can receive healthcare services unless the situation is emergent as determined by the professional judgment of the medical staff.

c. The parties agree that all staff providing health care services at the clinic shall adhere to all the Authority and DHS policies and procedures with respect to confidentiality.

d. As a separate, continuing obligation under the Denver Interagency Child Abuse, Child Sexual Abuse and Drug Endangered Children Protocol and without charge to the City, the Authority will maintain a clearly defined structure to provide access to emergency medical evaluation and consultation outside of ordinary business hours.

1.1 Scope of Consultation Services for the City's Department of Human Services Child Welfare Division.

a. Consultation on medically complex and medically fragile cases with Child Welfare workers, including attendance and participation in multidisciplinary team meetings, such as RED team or VOICES meetings, on such cases.

b. Provide basic medical consultation for DHS Child Welfare Division staff or referring the staff to an appropriate medical specialist as needed.

c. Follow up consultation to Child Welfare worker(s) by written confirmation to the Child Welfare worker (to be retained for records and distributed as indicated), within 24 business hours of the verbal consultation. The written confirmation of advice will include the identity of the child and sufficient detail so that it may be used by the department for

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the purposes of response, decision-making, the family services plan, and other matters, all in the best interest of the child.

- d. Hospital consultations within Denver Health with other hospitals as needed and to the extent allowable, and After-Hours services through DECC.
- e. Provide consultation on the Denver Child Fatality Review Team (CFRT).
- f. Intake/Investigation consultation under the cooperative agreement.
- g. Provide expert testimony related to Dependency and Neglect cases in required locations at the request of the City Attorney and DHS. This includes the expectation that the experts will cooperate with legal staff of the City Attorney's office and will make themselves available to discuss testimony in preparation for deposition, hearing, trial or other proceedings.
- h. The Authority will provide medical staff to support DHS administration at the Child Abuse Response Improvement Team (CARIT).
- i. Professional development through Denver Health Medical Center to include Systems Management.

**1.2 Scope of Medical Passport Services for the City's Department of Human Services-Child Welfare Division.**

- a. The Authority will provide staff to ensure Medical Passports are compiled for all children entering out-of-home care in Denver County per child welfare rules.
- b. Identify special/high risk medical needs cases based upon the available case information, identifying medical treatment plans for children/youth in these cases, and communicating the plans to the out-of-home placement providers within the scope of the available funding. Additionally, when appropriate, the caseworker and/or regular medical provider shall be informed of the information and plan.

**1.3 Scope of Services for the Nursing Health Assessment Triage for Families Referred to the Authority by the City's Denver Human Services - Child Welfare Division through the Nurse Family Wellness Program.**

- a. The Authority will provide healthcare screening and assessment and nursing evaluations for pregnant women, children ages 0-12 years, and their families referred for

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services to assist in the mitigation of risk factors of abuse and neglect. Families will be referred by DHS based on their assessment of a family's and/or child's need for these services. The services to be provided include, but are not limited to:

- Professional nursing services;
  - Technical assistance;
  - Consultation; and
  - Service referral.
- (i) The target population will be: A) pregnant women and children ages 0-12 who have been screened out for investigation of child abuse/neglect), when concerns with medical, dental, behavioral, developmental health are reported and of concern. Screened out referrals in this category will be sent to the Authority through an assigned Prevention Service Navigator (Utilization Management Coordinator) to assign medical/nurse preventative services to the family in order to mitigate current and future risk; B) children involved with DHS who would benefit from nurse encounter if determined by Denver Health.
- (ii) The anticipated monthly referral rate will be up to 25 families. The nurse home visitors will provide services with expertise in in-home assessment of children and families and will work closely with the established Authority and DHS collaborative medical team. Staffing hours will be contingent on the needs and schedules of the participating family. The nurse home visitor will assess for the following:
- General health and wellbeing (physical, dental, and emotional);
  - Social isolation;
  - School readiness;
  - Child growth and development;
  - Positive parenting practices;
  - Assess parent-child attachment;
  - Environmental safety; and
  - Clothing, Shelter (Maslow's Hierarchy).

Additionally, the medical team shall maintain all recognized practice standards that are in

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accordance with the Authority and licensing, state and federal standards, policies and procedures.

(iii) The purpose of the nurse home visitor is to provide supporting parenting intervention and referral, health and environmental education, assistance in obtaining access to healthcare and healthcare insurance, and assistance in obtaining access to community-based services. These services may include, but are not limited to, those that address mental health, domestic violence, drug use issues and other needs such as food, housing and employment services. The primary goal is to help families support their children's wellbeing and reduce rates of future maltreatment.

b. The Authority will help coordinate and administer home visitation services for children and families referred by DHS in their individual residence(s).

- (i) The Authority shall provide nurse home visitors as required to visit families.
- (ii) Frequency of visitation shall be based on a determination of need in the home or at a location convenient for the family. Nurses will meet with the families for a period not to exceed 120 days based on the needs of the family. Services exceeding 120 days require written approval from DHS.
- (iii) Nurses shall identify any special needs and/or medical risk based on the information obtained during the home visit. Nurses shall be responsible for communicating their findings, recommendations and action plans to DHS and the participant. Additionally, when appropriate, the Primary Care Provider (PCP) shall be informed of the information and plan when at all possible.
- (iv) DHS will notify the family that a referral has been made to Protective Services the day the referral is received unless there is an open case and the nurse will coordinate with the assigned caseworker.
- (v) A request will be sent to the Authority Nurse Home Visitor program to initiate a home visit. Included in the request will be the reason the client was referred to Child Protective Services and the reason for the referral for nurse home visitation services.

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- (vi) The Nurse Home Visitor program will offer a minimum of a one-time home visit to families referred to the Authority by DHS.
- (vii) The Authority will accept a maximum of twenty-five (25) and a minimum of ten (10) referrals per month from DHS unless both parties give written consent to go above or below these parameters. Children above target population of 0-12 could be served upon agreement by both partners.
- (viii) The Nurse Family Wellness Program will attempt to contact the client by phone, text or in person twice during a one-week period. If the client does not have a working phone number, the nurses will mail to the home and provide information on how to contact them to schedule a home visit. If the client has an open assessment, nurse will coordinate with the caseworker.
- (ix) Nurse home visitors will make every effort to complete the home visit within 14 working days of receiving the referral from DHS.
- (x) Clients who are not at home for more than three (3) scheduled visits will not be offered additional home visits. If the client refused to have a home visit, the nurse will offer to provide resources over the phone and send additional resources in the mail if necessary.
- (xi) Nurse home visitors will return to DHS via fax, email or in person, a one- page referral form that indicates the home visit was completed and what resources were given.

c. The parties agree that a signed consent form is necessary before any child may receive healthcare services unless the situation is emergent.

d. The parties agree that they will work collaboratively with one another regarding care of the child(ren). Information will be shared with agencies and organizations as needed for the timely completion of the assessment and evaluation services following established policies and procedures concerning nurse home visitation including releases of information from families who are receiving preventive nurse visitation services.

e. DHS will provide the referral contact information (name(s), address and phone numbers) for the identified families to the nurse home visitation coordinator identified by the

Authority. DHS will inform the family of the referral made so they can anticipate contact

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from the nurse home visit. DHS shall:

- (i) Provide information as necessary or reasonably requested by the Authority to enable the Authority's performance under this agreement. This will include the reason for the referral to the program as well as notification to the family of the engagement of a nurse home visitor.
- (ii) Provide Prevention Service Navigators to support the linkage to needed services for engaged families.
- (iii) Provide assistance and direction on reporting specifications and metrics.
- (iv) Provide support for program development and evaluation to include data collection and analysis to assess outcomes.
- (v) Provide onsite office space at the Castro Building, 1200 Federal Blvd, Denver, CO 80204 and at the East Office, 3815 Steele St, Denver, CO 80205, and other DHS sites as added.

**1.4 Agreement to Provide Training for the City's Department of Human Services Child Welfare Division (DHS)**

a. The Authority will partner with the Child Welfare Division in defining the target population and types of issues for which consultation, evaluation, training and referral services will be provided to Child Welfare workers and other community partners as approved by the DHS Child Welfare Division Director.

b. The Authority will train Child Welfare on child abuse and neglect, terminology, investigation, available healthcare services, and other related subjects (as requested) in order to increase their knowledge base. Training may be provided to individual caseworkers, groups of workers and community partners, as scheduled.

**1.5 Payment and Related Requirements.**

The Authority will provide additional healthcare providers and support staff for the medical clinic as funded by DHS to evaluate children for abuse and neglect. The Authority, upon written request and approval from DHS, may change healthcare providers and support staff positions in the medical clinic throughout the year as needed. The number and level of staff assigned by the Authority to the clinic will be determined in consultation with



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DHS administration based on the needs of DHS for medical evaluation and shall not exceed the following:

- Medical Director (0.6FTE);
- Pediatrician (0.75 FTE);
- Clinic Clerk (1.0 FTE);
- Health Care Partner/Medical Assistant (0.8 FTE);
- Passport/Medical Assistant (0.8 FTE);
- Clinic Clerk/Health Passport Coordinator (1.0 FTE);
- Clerk/Health Passport (0.5 FTE);
- Health Passport RN (1.0 FTE);
- DHS Nurse Family Wellness Program RN/Program Manager (1.0 FTE);
- DHS Nurse Family Wellness Program RN (1.0 FTE); and
- Clinical provider (NP or PA) (1.0 FTE).

c. The Medical Director provided by the Authority and the DHS Child Welfare Division Director assigned to this program will meet a minimum of one (1) time per month to evaluate the program and determine the effectiveness of the individual parts as well as the program in its entirety.

**B. Outcome Measures**

Performance Criteria: Assessment and Evaluation of children in the home by the Nurse Family Wellness Program.

- (i) All pregnant women and children referred to the nurse visitation program will be assessed for risk and wellbeing within their home environment by a consistent team of nurse home visitors who would also support the establishment or maintenance of a medical home for the provision of prenatal care and/or episodic care for children (dependent upon ability to make contact and engage family). The Authority will track the number of pregnant women and children seen for nurse home visitation, evaluations, assessments, consults, referrals and discharge plans.

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- (ii) The Authority will track the actual length of time to reach the stated goal: time can vary from one 60-minute home visit to four months of follow up with the family.
- (iii) Indicators of success: Nurse assessments offer support for families as well as connections to indicated resources and services. Screening tools identify improvements in child and family conditions, such as improved engagement with a medical home.
- (iv) The Authority will report on the following output indicators:
  - 1. Number of referrals received;
  - 2. Number of onsite consults;
  - 3. Number of home visits attempted, and made;
  - 4. Number of unsuccessful attempts; and
  - 5. Number and type of resource connections made.

The Authority and DHS will work with staff to identify and track appropriate outcome measures.

#### **IV. Performance Management and Reporting**

##### **A. Performance Management**

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

- 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 Monitoring:** Review and analysis of current program information to determine the extent to which contractors are achieving established contractual goals. Contracting Services will provide performance monitoring and reporting to program area management. Contracting Services, in conjunction with the DHS program area, will manage any performance issues and will develop interventions to resolve concerns.
- 3. **Compliance Monitoring:** Will ensure that the terms of the contract document are met, as well as Federal, State and City legal requirements, standards and policies.
- 4. **Financial Monitoring:** Will ensure that contracts are allocated and expended in accordance with the terms of the agreement. Contractor is

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required to provide all invoicing documents for the satisfaction of Financial Services. Financial Services will review the quality of the submitted invoice monthly. Financial Services will manage invoicing issues through site visits and review of invoicing procedures.

**B. Reporting**

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

Report Name	Description	Frequency	Reports to be sent to:
1. Output Indicators	Performance Measures noted in paragraph B	Quarterly	DHSContracting <a href="mailto:Services.Documents@denvergov.org">Services Documents@denvergov.org</a> . Deputy Executive Director- Prevention & Protection

**V. Budget**

Invoices and reports shall be completed and submitted on or before the 15<sup>th</sup> of each month following the month services were rendered 100% of the time. Contractor shall use DHS' preferred invoice template, if requested. Invoicing supporting documents must meet DHS requirements.

Invoices shall be submitted to: [DHS\\_Contractor\\_Invoices@denvergov.org](mailto:DHS_Contractor_Invoices@denvergov.org) or by US Mail to:

Attn: Financial Services  
 Denver Human Services  
 1200 Federal Boulevard  
 Denver, Colorado 80204

<b>Contractor: Denver Health and Hospital Authority</b>		
<b>Term: 1/1/2019-12/31/2019</b>		
<b>Amount: \$868,693.00</b>		
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Salaries		
Medical Director	\$114,660	Position is .6 FTE. Employee will work a portion of their time on the program, to be reimbursed at cost. A Payroll register must be

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		provided as documentation.
Pediatrician	\$143,953	Position is .75 FTE. Employee will work a portion of their time on the program, to be reimbursed at cost. A Payroll register must be provided as documentation.
Clinic Clerk	\$46,030	Position is 1.0 FTE. A Payroll register must be provided as documentation.
Medical Asst	\$28,920	Position is .80 FTE. Employee will work a portion of their time on the program, to be reimbursed at cost. A Payroll register must be provided as documentation.
Passport Asst	\$34,628	Position is .80 FTE. Employee will work a portion of their time on the program, to be reimbursed at cost. A Payroll register must be provided as documentation.
Clinic Clerk	\$41,350	Position is 1.0 FTE. A Payroll register must be provided as documentation.
Clerk	\$15,080	Position is .5 FTE. Employee will work a portion of their time on the program, to be reimbursed at cost. A

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		Payroll register must be provided as documentation.
Passport RN	\$75,317	Position is 1.0 FTE. A Payroll register must be provided as documentation.
Program Manager	\$89,677	Position is 1.0 FTE. A Payroll register must be provided as documentation.
Wellness Program RN	\$79,040	Position is 1.0 FTE. A Payroll register must be provided as documentation.
NP/Physicians Asst	\$105,109	Position is 1.0 FTE. A Payroll register must be provided as documentation.
<b>Total Salaries</b>	<b>\$773,764</b>	
Fringe	\$246,480	Fringe Rate at 31.855%. Not to exceed \$246,480. Documentation as requested.
<b>Total Salaries and Fringe</b>	<b>\$1,020,244</b>	
Supplies	\$14,584	Program related materials including but not limited to office supplies, minor office furniture, equipment (non-medical), and medical and laboratory supplies. Supplies will be billed at cost.
Staff Transportation	\$2,500	Options may include but are not limited to: Mileage (Not to exceed the rate approved by the

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		IRS at the time the expense is incurred), parking, or rideshares.
Staff Training	\$5,000	Program-related training materials and fees.
<b>Total Other Program Costs</b>	<b>\$22,084</b>	
<b>Sub-Total Program Costs</b>	<b>\$1,042,328</b>	
Revenue	(\$215,000)	
<b>Total</b>	<b>\$827,328</b>	
Indirect Cost	\$41,365	Calculated at a rate up to 5%. Not to exceed \$41,365
<b>Total Contract Amount</b>	<b>\$868,693</b>	

