

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **DENVER HEALTH AND HOSPITAL AUTHORITY**, a body corporate and political subdivision of the State of Colorado, authorized to do business in the State of Colorado with an address of 777 Bannock Street MC1952, Denver, Colorado, 80204 (“DHHA”), collectively “the parties.”

RECITALS

WHEREAS, the City acting by and through the Department of Human Services (the “Agency”), will work with DHHA to provide support to the Medicaid program through the use of a trained worker onsite or remotely to assist with benefit verifications (this “Agreement”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and agree as follows:

1. **COORDINATION AND LIAISON**: DHHA shall fully coordinate its obligations under this Agreement with the Executive Director (“Director”) of the Agency or the Director’s designee.
2. **SERVICES**: The responsibilities of the Parties and the budget are set forth in the Scope of Work attached hereto as **Exhibit A**.
3. **TERM**: This Agreement will commence on September 1, 2023, and will expire, unless sooner terminated, on August 31, 2026 (the “Term”).
4. **COMPENSATION AND PAYMENT**:
 - 4.1. **Budget**: The City shall pay, and DHHA shall accept as the sole compensation for services rendered and costs incurred and paid under this Agreement payment not to exceed the line budget amounts set forth in **Exhibit A**.
 - 4.2. **Invoicing**: The Agency will prepare and deliver to DHHA periodic invoices for services provided under this Agreement. DHHA will process and pay each invoice within thirty (30) days from the billing date set forth on the invoice or as stated in **Exhibit A**.
 - 4.3. **Maximum Contract Amount**:

4.3.1. Notwithstanding any other provision of this Agreement, the City’s maximum payment obligation will not exceed **ONE MILLION FOUR HUNDRED SIXTEEN THOUSAND DOLLARS AND ZERO CENTS (\$1,416,000.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the DHHA beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** or performed outside the Term are performed at DHHA’s risk and without authorization under this Agreement.

4.3.2. 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 this Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

4.3.3. Budget Modifications: Budget line items may only be modified in accordance with Budget Modification Policy No. 1703-495, as amended. Notwithstanding the preceding sentence, each modification to **Exhibit A** shall not take effect until approved in writing in accordance with Budget Modification Policy No. 1703-495, and any modification to **Exhibit A** that requires an increase in the Maximum Contract Amount shall be evidenced by a written amendment prepared and executed by both Parties in the same manner as this Agreement.

5. REPORTS/CORRESPONDENCE:

5.1. Reports and Closeout Procedures: DHHA shall provide the Agency with the reports described in **Exhibit A** 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, DHHA shall comply with all contract closeout procedures directed by the Director to be performed under this Agreement.

5.2. Correspondence: All reports and other written correspondence concerning procedural or administrative contract matters (other than the notices required to be provided to the Director and others as described below in NOTICES) 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 delivered electronically 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. PERFORMANCE MONITORING/INSPECTION: DHHA shall permit the Director to monitor and review DHHA's performance under this Agreement. DHHA shall make available to the City for inspection all files, records, reports, policies, minutes, materials, books, documents, papers, invoices, accounts, payrolls and other data, whether in hard copy or electronic format, used in the performance of any of the services required hereunder or relating to any matter covered by this Agreement to coordinate the performance of services by DHHA 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.

7. STATUS OF PARTIES: The Parties will perform their duties under this Agreement independent from each other. Neither party, nor any employee, officer, or agent thereof, will be considered to be an agent or employee of the other Party for any purpose whatsoever.

8. TERMINATION:

8.1 The Parties have the right to terminate this Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice. However, nothing gives DHHA the right to perform services under this Agreement beyond the time when its services become unsatisfactory to the Director.

8.2 Notwithstanding the preceding paragraph, the City may terminate this Agreement if DHHA 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 the Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

8.3 The City is entering into this Agreement to serve the public interest. If this Agreement ceases to further the City's public interest, the City, in its sole discretion, may terminate this Agreement, in whole or in part, for convenience by giving written notice to DHHA.

8.4 Upon termination of this Agreement, with or without cause, DHHA 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 this Agreement.

8.5 If this Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools, and facilities it owns that are in DHHA's possession, custody, or control by whatever method the City deems expedient. DHHA shall deliver all documents in any form that were prepared under this 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. DHHA shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE."

9. EXAMINATION OF RECORDS AND AUDITS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to DHHA's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. DHHA shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of

records and audits pursuant to this paragraph shall require the Contractor to make disclosures in violation of state or federal privacy laws. DHHA shall at all times comply with D.R.M.C. § 20-276.

10. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event shall any action of any Party hereunder constitute or be construed to be a waiver of any breach of covenant or default which may then exist, and a Party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the other Party 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 the Agreement shall be deemed or taken to be a waiver of any other breach.

11. INSURANCE: DHHA is a "public entity" within the meaning of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended (the "Act"). DHHA 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 DHHA's liabilities in accordance with the limits of the Act. Proof of such insurance shall be provided upon written request by the City. This obligation shall survive the termination of the Agreement.

11.1 Subcontractors and Subconsultants: Contractor shall ensure that all such Subcontractors and Subconsultants (Subcontractors) maintain the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor agrees to provide proof of insurance for all such Subcontractors upon request by the Contractor. The insurance coverages specified in this Agreement are the minimum requirements, and do not lessen or limit the liability of the Subcontractor. The Subcontractor 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.

11.2 Additional Insureds: For Commercial General Liability and Auto Liability, Subcontractor's insurer(s) shall include Contractor and the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

11.3 Workers' Compensation & Employer's Liability Insurance: Subcontractor shall maintain 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.

11.4 Commercial General Liability: Subcontractor shall maintain a Commercial General Liability insurance policy with minimum 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 (if applicable), and \$2,000,000 policy aggregate.

11.5 Automobile Liability: Subcontractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

11.6 Professional Liability (Errors & Omissions): Subcontractor shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years for all contracts except construction contracts for which the policy or Tail shall be kept in place for eight (8) years.

12. COLORADO GOVERNMENTAL IMMUNITY ACT: Liability for claims for injuries to persons or property arising from the acts, omissions, or negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, § 24-10- 101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b); and Denver County's limitation on liability for torts, D.R.M.C. § 1.1.7. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

13. TAXES, CHARGES AND PENALTIES: 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.*

14. ASSIGNMENT; SUBCONTRACTING: The Parties are not obligated or liable under this Agreement or its provisions to any party other than each other. Neither Party shall assign or subcontract their responsibilities under this Agreement without the other Party's express written permission.

15. INUREMENT: The rights and obligations of the Parties to this 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 this Agreement.

16. NO THIRD-PARTY BENEFICIARY: Enforcement of the terms of this Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in this 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 DHHA receiving services or benefits pursuant to this Agreement is an incidental beneficiary only.

17. NO AUTHORITY TO BIND CITY TO CONTRACTS: Neither Party has the authority to bind the other Party 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.

18. SEVERABILITY: Except for the provisions of this Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of this 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.

19. CONFLICT OF INTEREST: No employee of the City shall have any personal or beneficial interest in the services or property described in this Agreement. DHHA shall not hire, or contract for services with, any employee or officer of the City that would be 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.

20. NOTICES: All notices required by the terms of this 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 DHHA and to the City at the addresses below:

To the City:

Executive Director, Denver Department of Human Services 1200
Federal Boulevard
Denver, Colorado 80204-3221 With a

copy to:

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

an additional copy to:

Denver City Attorney's Office 1437
Bannock St., Room 353
Denver, Colorado 80202

To DHHA:

Denver Health and Hospital Authority
777 Bannock Street
Denver, Colorado 80204

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.

21. DISPUTES: Disputes arising from or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled through good faith negotiations amongst the Parties. The Parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by such negotiation.

22. GOVERNING LAW; VENUE: This Agreement will be construed and enforced in accordance with applicable federal law, 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 this 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 this Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

23. COMPLIANCE WITH ALL LAWS: The Parties shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver. These laws, regulations, and other authorities are incorporated by reference herein to the extent that they are applicable and required by law to be so incorporated.

24. STATUTES, REGULATIONS, AND OTHER AUTHORITY: Reference to any statute, rule, regulation, policy, executive order, or other authority means such authority as amended, modified, codified, replaced, or reenacted, in whole or in part, and in effect, including rules and regulations promulgated thereunder, and reference to any section or other provision of any authority means that provision of such authority in effect and constituting the substantive amendment, modification, codification, replacement, or reenactment of such section or other provision, in each case except to the extent that this would increase or alter the Parties respective liabilities under this Agreement. It shall be each Party's responsibility to determine which laws, rules, and regulations apply to the services rendered under this Agreement and to maintain its compliance therewith.

25. LEGAL AUTHORITY: DHHA 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 this Agreement. Each person signing and executing this Agreement on behalf of DHHA represents and warrants that he has been fully authorized by DHHA to execute this Agreement on behalf of DHHA and to validly and legally bind DHHA to all the terms, performances and provisions of this Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either DHHA or the person signing this Agreement to enter into this Agreement.

26. NO CONSTRUCTION AGAINST DRAFTING PARTY: The Parties and their respective counsel have had the opportunity to review this Agreement, and this Agreement will not be construed against any Party merely because any provisions of this Agreement were prepared by a particular Party.

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

28. NO INTELLECTUAL PROPERTY RIGHTS: Neither Party acquires any intellectual property rights of the other Party under this Agreement. Nothing in this Agreement grants DHHA any right to use any City property, materials, or information for any purpose other than those stated in this Agreement.

29. SURVIVAL OF CERTAIN PROVISIONS: The terms of this Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or

compliance beyond expiration or termination of this Agreement survive this Agreement and will continue to be enforceable.

30. ADVERTISING AND PUBLIC DISCLOSURE: Neither Party shall include any reference to this Agreement or to services performed pursuant to this Agreement in any of its advertising or public relations materials without first obtaining the written approval of the other Party.

31. CONFIDENTIAL INFORMATION:

31.1. “Confidential Information” means all information or data disclosed in written or machine recognizable form and is marked or identified at the time of disclosure as being confidential, proprietary, or its equivalent. Each of the Parties may disclose (a “Disclosing Party”) or permit the other Party (the “Receiving Party”) access to the Disclosing Party’s Confidential Information in accordance with the following terms. Except as specifically permitted in this Agreement or with the prior express written permission of the Disclosing Party, the Receiving Party shall not:

(i) disclose, allow access to, transmit, transfer or otherwise make available any Confidential Information of the Disclosing Party to any third party other than its employees, subcontractors, agents and consultants that need to know such information to fulfil the purposes of this Agreement, and in the case of non-employees, with whom it has executed a non-disclosure or other agreement which limits the use, reproduction and disclosure of the Confidential Information on terms that afford at least as much protection to the Confidential Information as the provisions of this Agreement; or (ii) use or reproduce the Confidential Information of the Disclosing Party for any reason other than as reasonably necessary to fulfil the purposes of this Agreement. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The City will retain all right, title, and interest in its Confidential Information.

31.2. Each Party shall provide for the security of Confidential Information and information which may not be marked, but constitutes personally identifiable information, HIPAA data, or other federally or state regulated information (“Regulated Data”) in accordance with all applicable laws, rules, policies, publications, and guidelines. If DHHA receives Regulated Data outside the scope of this Agreement, it shall promptly notify the City.

31.3. Confidential Information that the Receiving Party can establish: (i) was lawfully in the Receiving Party’s possession before receipt from the Disclosing Party; or (ii) is or becomes a matter of public knowledge through no fault of the Receiving Party; or (iii) was independently developed

or discovered by the Receiving Party; or (iv) was received from a third party that was not under an obligation of confidentiality, shall not be considered Confidential Information under this Agreement. The Receiving Party will inform necessary employees, officials, subcontractors, agents, and officers of the confidentiality obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement.

31.4. Nothing in this Agreement shall in any way limit the ability of a Party to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including Confidential Information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to the City for disclosure of confidential materials, the City shall advise DHHA of such request in order to give DHHA the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If DHHA objects to disclosure of any of its material, DHHA shall identify to the City the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, DHHA agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the City will tender all material to the court for judicial determination of the issue of disclosure.

32. DATA PROTECTION: The Parties shall comply with all applicable federal, state, local laws, rules, regulations, directives, and policies relating to data protection, use, collection, disclosures, processing, and privacy as they apply under this Agreement, including, without limitation, applicable industry standards or guidelines based on the data’s classification relevant to performance hereunder. The Parties shall maintain security procedures and practices consistent with §§ 24-73-101 *et seq.*, C.R.S., and shall ensure that all regulated or protected data, provided under this Agreement is protected and safeguarded in accordance with the terms of this Agreement, including, without limitation, the use of appropriate technology, security practices, encryption, intrusion detection, and audits.

33. 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.

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

35. **CITY EXECUTION OF AGREEMENT**: This 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.

36. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS**: This Agreement is the complete integration of all understandings between the Parties as to the subject matter of this Agreement. No prior, contemporaneous, or subsequent addition, deletion, or other modification has any force or effect, unless embodied in this Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of this Agreement or any written amendment to this Agreement will have any force or effect or bind the City.

37. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS**: DHHA 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.

38. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**: DHHA consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature under this Agreement, 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 this 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 this 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.

39. **ATTACHED EXHIBITS INCORPORATED**: The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A**, Scope of Work.

[SIGNATURE PAGES TO FOLLOW]

Contract Control Number: SOCSV-202368942-00
Contractor Name: DENVER HEALTH AND HOSPITAL AUTHORITY

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

SOCSV-202368942-00
DENVER HEALTH AND HOSPITAL AUTHORITY

By:  _____
0ACDB82B6128484

Name: Amanda Breeden
 (please print)

Title: Director, SPARO
 (please print)

ATTEST: [if required]

By: _____

Name: _____
 (please print)

Title: _____
 (please print)



Denver Health & Hospital Authority
SCOPE OF WORK
SOCSV-202368942

I. Purpose of Agreement

The purpose of the contract is to establish an agreement and Scope of Work between Denver Human Services (DHS) and Denver Health and Hospital Authority (DHHA) to support the creation of the Family Connects program within the City and County of Denver, in partnership with Illuminate Colorado, the state intermediary for Family Connects.

II. Background

Denver Health and the City and County of Denver have been working together since 2021 to bring Family Connects to Denver. Family Connects is an evidence-based model and successfully demonstrated program that connects parents of newborns to the community resources they need through postpartum nurse home visits.

III. Services and Responsibilities

Each party shall adhere to its own privacy and security policies, procedures, and relevant laws and regulations when carrying out the work specified in this agreement. This includes fulfilling any breach reporting obligations imposed by federal or state law.

DHHA Shall,

- A. Hire, train, and support nurse home visitors, in partnership with Illuminate Colorado, to deliver the Family Connects program to families with newborns who reside in the City and County of Denver.
- B. Hire, train, and support program staff to conduct outreach and recruitment, schedule visits, provide follow up to families, and support data entry.
- C. Provide nursing supervision to Family Connects nursing and program support staff.
- D. Provide infrastructure required for program delivery, including necessary Information and Technology requirements for patient documentation, confidentiality, and reporting for quality improvement and program development.
- E. Partner with the Jefferson County and Illuminate Colorado Family Connects Implementation Teams to implement the Family Connects program in accordance FCI model fidelity. Conduct data review and engage in quality improvement activities as required by FCI to achieve and maintain certification.

DHS Shall,

- A. Reimburse the following portions of the various DHHA positions required for the Family Connects program to be certified.

Position Required for Full Implementation of Family Connects Program.	Percentage of Positions to be Funded by DHS in each year		
	Year 1	Year 2	Year 3
Nurse Program Manager	10%	10%	10%



Denver Health & Hospital Authority
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Registered Nurse Home Visitor 1	100%	85%	57%
Registered Nurse Home Visitor 2	0%	0%	0%
Registered Nurse Home Visitor Supervisor	100%	100%	100%
Registered Nurse Case Manager	100%	85%	75%
Clerical Support/ Program Support Specialist	100%	100%	100%

IV. Process and Outcome Measures

A. Process Measures

1. Family Connects staff hired and trained.
2. Trained staff are delivering Family Connects program to Denver residents born at Denver Health and Lutheran hospitals with fidelity to program model.

B. Outcome Measures

1. Family Connects International has developed key performance indicators (KPIs) to assess program quality and support data-driven decision making. The KPIs align with Family Connects' fidelity standards, which community partners are required to meet on average for at least six months. After a ramp up period of approximately six months, DHHA shall maintain the following:
 - a. At least 60% of the eligible birth population must complete the Integrated Home Visit (IHV).
 - b. 50% of all nurse referrals related to risk resulting in a successful connection.

V. Performance Management and Reporting

A. Performance Management

Monitoring will be performed by the program area and other designated DHS staff throughout the term of the agreement. DHHA 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. Financial Services, in conjunction with the DHS program area and other designated DHS staff, will provide performance monitoring and reporting reviews. DHS staff will manage any performance issues and will develop interventions to resolve concerns.



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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. DHHA is 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:
2. Program Report	Detail all monthly KPIs for the past six months required by Family Connects International for certification and as specified in the Family Connects Administrative Guide.	Every six months	DHS Financial Services Director
3. Medicaid Report	Detail all Medicaid billing by the Family Connects program as well as data related to Medicaid revenue payment received by the Family Connects program if and when it becomes available from HCPF or Illuminate Colorado.	Every six months	DHS Financial Services Director

VI. DHS funding information:

A. Program Name: Family Connects

B. Funding Source: Local DHS funding derived from the City and County of Denver's Social Services mill levy

VII. Budget

Invoices and invoicing reports shall be completed and submitted within 30 days following the last day of the month that services are rendered 100% of the time. DHHA shall use



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DHS' preferred invoice template, if requested. Invoicing supporting documents must meet DHS requirements with DHHA's ERP system control.

Invoices shall be submitted to: DHS_Contractor_Invoices@denvergov.org or by US Mail to:

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

Contractor Name:	Denver Health and Hospital Authority	
Program Name:	Family Connects	
Contract Number:	SOCSV-202368942	
Fiscal Term:	9/1/2023 – 8/31/2026	
ITEM	Budget	BUDGET NARRATIVE JUSTIFICATION
DIRECT SALARY COSTS		
All Position Salaries	\$918,412	Salaries and wages for Nurse Program Manager, Nurse Supervisor, Nurse Home Visitor, and Program Support Specialist positions working a portion of their time, to be reimbursed at cost. DHS will not pay for bonuses, severances, or payouts of leave when an employee separates from their job.
Fringe for All Positions	\$258,991	Fringe benefits and payroll taxes (Fringe) will be reimbursed at DHHA's Federally Approved Fringe Rate. Fringe includes employer portion of the following items: payroll taxes (Social Security, Medicare, Federal unemployment, and state unemployment), insurance (medical, dental, vision, disability, and workers comp) and pension or retirement plans.
OTHER DIRECT COSTS		



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Travel	\$10,500	To be reimbursed at cost, including use of personal vehicle mileage (not to exceed the standard IRS rate at the time of travel), public transportation and ride share services. This includes parking and toll costs associated with program-related travel. Tips are capped at 20% and expenses should follow IRS guidelines regarding travel.
Communication	\$6,336	To be reimbursed at cost, for staff member cell phones with appropriate service coverage. Cell phones will be considered controlled assets and must be documented and tracked by DHHA. At the end of the contract, a list of all controlled assets and unused equipment will be given to DHS. DHS may request the return of items on this list. Any purchases over \$1,000/item must be preapproved in writing by DHS.
Postage	\$5,760	To be reimbursed at cost, including costs of sending domestic mail, letters, and notices to employers, partners, and client participants.
Total Direct Costs	\$1,199,999	
INDIRECT COSTS		
Total Indirect Costs	\$216,001	Indirect Cost Rate 18% of direct costs.
Total Budget	\$1,416,000	

Contract Summary of Amounts:

Contract Version	Term	Previous Amount	Additional Amount	New Contract Total
Base	9/1/2023 – 8/31/2026	\$0	\$1,416,000	\$1,416,000