

## SECOND AMENDATORY AGREEMENT

**THIS SECOND AMENDATORY 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, 777 Bannock Street, Denver, Colorado 80204, (the "Contractor"), collectively "the Parties".

The City and the Contractor entered into an Agreement dated August 25, 2015 and an Amendatory Agreement dated November 29, 2016, for the Contractor to complete all of the services and produce all the deliverables set forth on Exhibit A and A-1, the Scope of Work, to the City's satisfaction (the "Agreement"); and

The City and the Contractor wish to amend the Agreement to increase the amount, extend the term, and revise applicable language for the partial federal funding of this agreement.

In consideration of the mutual covenants and obligations, the Parties agree as follows:

1. Article 3 of the Agreement entitled "TERM" is hereby amended to read as follows:

"3. Term: The Agreement will commence on September 1, 2015, and will expire on August 31, 2017 (the "Term"). Subject to the 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 Director."

2. Article 4(e) of the Agreement entitled "Maximum Contract Amount" is hereby amended to read as follows:

"e. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **Five Hundred Fifty-Two Thousand, Four Hundred Fifty-Six Dollars and Fifty Cents (\$552,456.50)** (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 Contractor beyond that specifically described in Exhibits A, A-1 and A-2. Any services performed beyond those in Exhibits A, A-1 and A-2 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 federal, state or local funds received by the City for purposes of the Program, 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. In the event that federal, state or local funds are not awarded or paid to the City or are reduced or eliminated by any source, the City may reduce the total amount of compensation to be paid to the contractor or it may terminate this Agreement.

(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 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."

3. Existing Article 8 of the Agreement entitled "Termination" is deleted in its entirety and replaced with the following paragraph:

"8. Enforcement Remedies/Termination of Agreement"

The City has the following rights of enforcement and termination:

- a. Enforcement Remedies: If the Contractor materially fails to comply with the terms of this Agreement; the terms of any other agreement between the City and the Contractor; or any Federal Law, State Law or City Law in performing under this Agreement, and fails to cure any such noncompliance within ten (10) days (or such longer period as the City may allow) after receipt from the City of a notice specifying the noncompliance, or if Contractor experiences financial difficulties as evidenced by its admitting in writing its inability to pay debts generally as they become due; making an assignment of all or a substantial part of its property for the benefit of its creditors; an order from a court of competent jurisdiction that Contractor is bankrupt or should have a general assignment for the benefit of its creditors; by its seeking or consenting to or acquiescing in the appointment of a receiving or trustee for all or a substantial part of its property or of its interest in this Agreement or if a receiver should be otherwise appointed by order of the Court on account of Contractor's insolvency which order has not been vacated, set aside or stayed within thirty (30) days from the date of entry appointing a receiver or trustee for all or a substantial part of its property the City may take one or more of the following enforcement actions:

- (1) Withhold any or all payments to the Contractor, in whole or in part, until the necessary services, deliverables, or corrections in performance are satisfactorily completed during the authorized period to cure default;
- (2) Deny any and all requests for payment and/or demand reimbursement from Contractor of any and all payments previously made to Contractor for those services or deliverables that have not been satisfactorily performed and which, due to circumstances caused by or within the control of the Contractor, cannot be performed or if performed would be

of no value to the Program. Denial of requests for payment and demands for reimbursement shall be reasonably related to the amount of work or deliverables lost to the City;

- (3) Disallow or deny all or part of the cost of the activity or action not in compliance;
  - (4) Suspend or terminate this Agreement, or any portion or portions thereof, effective immediately or (or such longer period as the City may allow) upon written notice to Contractor;
  - (5) Deny in whole or in part any application or proposal from Contractor for funding of the Program for a subsequent program year regardless of source of funds;
  - (6) Reduce any application or proposal from Contractor for refunding for the Program for a subsequent program year by any percentage or amount that is less than the total amount of compensation provided in this Agreement regardless of source of funds;
  - (7) Refuse to award Contractor, in whole or in part, any and all additional funds for expanded or additional services under the Program;
  - (8) Deny or modify any future awards, grants, or contracts of any nature by the City regardless of funding source for Contractor; or
  - (9) Modify, suspend, remove, or terminate the Services, in whole or in part. If the Services, or any portion thereof, are modified, suspended, removed, or terminated, the Contractor shall cooperate with the City in the transfer of the Services as reasonably designated by the City; or
  - (10) Take other remedies that may be legally available.
- b. Termination due to Criminal Offenses: 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. Termination for Convenience: The City has the right to terminate the Agreement without cause upon twenty (20) days prior written notice to the Contractor. However, nothing in this Section shall be construed as giving the

Contractor the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the DHS Director.

- d. Termination for Delinquent Loans, Contract Obligations, or Taxes: Further, the City may also suspend or terminate this Contract, in whole or in part, if Contractor becomes delinquent on any obligation to the City inclusive of any loan, contractual, and tax obligation as due, or with any rule, regulations, or provisions referred to herein; and the City may declare the Contractor ineligible for any further participation in City funding, in addition to other remedies as provided by law. In the event there is probable cause to believe the Contractor is non-compliant with any applicable rules, laws, regulations, or Contract terms, the City may withhold up to one hundred (100) percent of said Contract funds until such time as the Contractor is found to be in compliance by the City or is otherwise adjudicated to be in compliance, or to exercise the City's rights under any security interest arising hereunder.
  - e. Termination by Contractor: Contractor may terminate this Agreement, upon written notice to the DHS Director if the City materially breaches this Agreement and fails to cure such breach within ninety (90) days (or within such longer period as agreed upon by the Parties in writing) following receipt of written notice thereof from the Contractor.
  - f. Payment upon Termination: Upon termination of the Agreement, upon any ground, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation that has not been disallowed by the City for work duly requested and satisfactorily performed or services satisfactorily provided as described in the Agreement.
  - g. Return of Materials and Equipment: 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".
4. Article 9 of the Agreement entitled "Examination of Records" is hereby amended to read as follows:
- a. "The Controller General of the United States of America or his authorized representative, any duly authorized representative of the City, including the City Auditor or his representative, or any duly authorized representative of the State of Colorado, shall, until the expiration of five years after the final payment under this

Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Agreement.

- b. The Contractor acknowledges that it is subject to certain applicable regulations or guidance of the United States Office of Management and Budget, including but not limited to those listed in the COATES Human Services Reauthorization Act of 1998, P.L. 105-285 and in this Article 9 regarding auditing, and that generally accepted auditing standards require that standards for financial and compliance audits are to be followed. Audit guidance is contained in Government Auditing Standards, 1994 Revision, issued by the United States General Accounting Office, and audits shall be conducted in accordance with the Single Audit Act Amendments of 1996 (31 USC §7501 et seq.) To the extent consistent with the Single Audit Act Amendments of 1996, the Contractor should also consult OMB Circulars A-87, A-102, A-110, A-122, and A-133.
- c. The Contractor shall keep true and complete records, and shall annually furnish an accurate statement for the preceding calendar year, of all business transactions under this Agreement, which statement shall be certified by an authorized representative of the Contractor to be correct. The Contractor agrees to establish and maintain a system of bookkeeping satisfactory to the federal government or the City's Auditor and to give any authorized representatives of the federal government or the City access during reasonable hours to such books and records. Any representative of the federal government or the City's Auditor shall have the right at any time, and from time to time, to audit all of the books of account, bank statements, documents, records, tax returns, papers and files of the Contractor, related to this Agreement, whether prepared manually or electronic, and the Contractor, upon request, shall make all such matters available for such examination. If said records exist in electronic form, the Contractor shall maintain a means of transferring said records to hardcopy form. The Contractor's obligation to retain the above records shall expire five (5) years after the Contractor's statement for any period has been delivered to the City.”

5. Article 25 of the Agreement entitled “Compliance with All Laws” is hereby amended to read as follows:

Contractor shall perform or cause to be performed all services in strict 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. Any references to specific federal, state, or local laws or other requirements incorporated into this Agreement are not intended to constitute an exhaustive list of federal, state, and City requirements applicable to this Agreement. Applicable statutes, regulations and other documents pertaining to administration or enforcement of the services referenced in this Agreement and all other applicable provisions of federal, state or local law are deemed to be incorporated herein by reference. Compliance with all such statutes, regulations and other documents is the responsibility of

the Contractor. In particular, and not by way of limitation, the services shall be performed in strict compliance with all laws, executive orders, ordinances, rules, regulations, policies and procedures prescribed by Colorado, and the United States Government, and the following federal requirements:

- a. Grievance Policy: The Parties desire to ensure that clients are being adequately informed over pending actions concerning their continued participation in the program or activity provided by the Contractor. Also, clients must be allowed adequate opportunity to communicate dissatisfaction with the facilities or services offered by the Contractor. In order to satisfy this requirement, the Contractor agrees to provide a written "Grievance Policy" as a mechanism to provide opportunities for the City and its clients to meaningfully communicate problems, dissatisfaction, and concerns and to establish procedures for resolution of grievances. The policy must be communicated to clients upon their initial receipt of services. The Contractor agrees that a formal "Grievance Policy" will be adopted by its governing body and submitted to the DHS Director for approval at the DHS Director's discretion on or before the commencement of the term of this Agreement. Failure to provide an acceptable Grievance Policy shall constitute a material breach of this Agreement;
  
- b. Debarment. The Contractor is subject to the prohibitions on contracting with a debarred organization pursuant to U.S. Executive Orders 12549 and 12689, Debarment and Suspension, and implementing federal regulations codified at 2 C.F.R. Part 180 and 2 C.F.R. Part 376. By its signature below, the Contractor assures and certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor shall provide immediate written notice to the DHS Director if at any time it learns that its certification to enter into this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances. If the Contractor is unable to certify to any of the statements in the certification contained in this paragraph, the Contractor shall provide a written explanation to the City within thirty (30) calendar days of the date of execution of this Agreement. Furthermore, if the Contractor is unable to certify to any of the statements in the certification contained in this paragraph, the City may pursue any and all available remedies available to the City, including but not limited to terminating this Agreement immediately, upon written notice to the Contractor. The Contractor shall include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" in all covered transactions associated with this Agreement. The Contractor is responsible for determining the method and frequency of its determination of compliance with Executive Orders 12549 and 12689 and their implementing regulations;
  
- c. No Discrimination in Program Participation. The Contractor will comply with any and all applicable federal, state, and local laws that prohibit discrimination in

programs and activities funded by this Agreement on the basis of race, color, national origin, sex, disability, and age including but not limited to Title VI of the Civil Rights Act of 1964 (Title VI), Section 504 of the Rehabilitation Act of 1973 (Section 504), the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 (ADA), Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964 (Title VII), the Age Discrimination in Employment Act (ADEA), the antidiscrimination provision of the Immigration Reform and Control Act of 1986 (IRCA), and the Equal Pay Act (EPA). Violations may be subject to any penalties set forth in said applicable laws and the Contractor agrees to indemnify and hold the City harmless from any and all claims, losses, or demands that arise under this paragraph. Contractor acknowledges that Title VI prohibits national origin discrimination affecting persons with limited English proficiency (LEP). Contractor hereby warrants and assures that LEP persons will have meaningful access to all services provided under this Agreement. To the extent Contractor provides assistance to LEP individuals through the use of an oral or written translator or interpretation services, in compliance with this requirement, LEP persons shall not be required to pay for such assistance. Further, Contractor acknowledges the City's Office of Human Rights and Community Partnerships, Office of Sign Language Services (OSLS) oversees access for deaf and hard of hearing people to City programs and services. The Contractor will comply with any and all requirements and procedures of the OSLS, as amended from time to time, concerning the provision of sign language interpreter services for all services provided by the Contractor under this Agreement;

d. Prohibited Transactions:

1. Interest of Contractor: The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest will be employed;
2. Members of Congress: No member of or delegate to the Congress of the United States of America shall be admitted to any share or part hereof or to any benefit to arise from this Agreement;
3. Employees: No officer or employee of either the City or the Contractor shall derive any unlawful personal gain, either by salary, fee payment or personal allowance, from his or her association with the other party to this Agreement. Any contractual provision that contravenes the provisions of this Section shall be null and void. This Section shall not prohibit an

officer or administrator of one party to this Agreement from being reimbursed by the other party for actual, out-of-pocket expenses incurred on behalf of the other party;

4. No Political Activity: Without limiting the foregoing, the Contractor agrees that political activities are prohibited under this Agreement, and agrees that no funds paid to it by the City hereunder will be used to provide transportation for any persons to polling places or to provide any other services in connection with elections;
  - e. Byrd Anti-Lobbying: If the Maximum Contract Amount exceeds \$100,000, the Contractor must complete and submit to the Agency a required certification form provided by the Agency certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award;
  - f. Mandatory Disclosures: Contractor must disclose, in a timely manner, in writing to the Agency all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the work to be performed under this Agreement. Failure to make required disclosures can result in the Agency taking any of the remedies described in 2 C.F.R. §200.338;
  - g. The Federal Funding Accountability and Transparency Act of 2006, FFATA, and implementing rules and regulations.
6. All references in the Agreement to Exhibit A are amended to read as **Exhibits A, A-1, and A-2** respectively.
  7. Except as herein amended, this Agreement is revived, affirmed and ratified in each and every particular.

Exhibits A-2

**[SIGNATURE PAGES 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-201523052-02

Contractor Name: DENVER HEALTH AND HOSPITAL AUTHORITY

By: *A. Haul*

Name: *Simon Hembidge, MD, Ph.D*  
(please print)

Title: *Chief Ambulatory Care Officer*  
(please print)

ATTEST: [if required]

By: *Scott A. Hoge*

Name: *Scott A. Hoge*  
(please print)

Title: *General Counsel*  
(please print)

SEAL



DENVER  
HEALTH

Denver Health and  
Hospital Authority



## **SCOPE OF WORK**

### **Denver Health and Hospital Authority**

### **SOCVS2015-23052-02**

#### **I. Purpose of Agreement**

The purpose of the contract is to establish an agreement and Scope of Work between Denver Department of Human Services (DDHS) and Denver Health and Hospital Authority (DHHA) to provide Transitional Residential Treatment (TRT) services with local and federal funding through Crime Prevention Control Commission.

#### **II. Services To Be Provided**

- A. The “CARES Return” program will provide up to thirteen (13) TRT beds of transitional residential substance abuse treatment at the CARES Cherokee Street facility to justice-involved individuals requiring transitional treatment services and who are under supervision of, Denver Behavioral Health Court, Sobriety Court, Drug Court, Pre-trial, Day Reporting, Probation, Parole, Community Corrections, Denver’s Road Home, re-entry and other levels of supervision and/or services approved by the City and County of Denver (City). Three (3) of the thirteen (13) beds are an in-kind Match of the Justice Reinvestment Initiative (JRI) TRT beds.
1. In general, consumers will be those with high, undermanaged addiction levels who are frequent and/or repetitive users of costly public services including criminal justice, emergency medical or mental health services and/or detoxification services in the City and County of Denver.
  2. The goal of the “CARES Return” program is to provide services needed to help stabilize individuals with substance abuse and mild to moderate mental health problems, encourage transition to consistent community based treatment, self-determination, and ultimately reduce their use of costly public services.
  3. CARES Return will provide services to individuals within a comprehensive continuum of care. Individuals will enter the residential treatment program after spending 1-3 days under observation in the non-medical detox unit to assess stability, sobriety and safe withdrawal from drugs or alcohol. At the discretion of DHHA, non-medical detox staff may approve a person to directly enter JRI TRT beds without going to detox if they are coming directly from the jail, especially if they have been in the RISE addiction unit. The CARES Return program is for non-medical program participants that must meet the facility inclusionary criteria in order to enter and remain in the program. While limited and minimal nursing care can be available in case of an emergency, no medically supervised care can be provided in the facility.
  4. Treatment providers, approved by referring agencies may coordinate with CARES Return TRT program managers to provide additional and/or enhanced treatment services at no cost to CARES Return or the City. These services may include but are not limited to mental health screening, mental health services, additional substance abuse and/or trauma treatment, case coordination, referral to opiate replacement therapy and other medication-

## **SCOPE OF WORK**

### **Denver Health and Hospital Authority**

### **SOCVS2015-23052-02**

assisted treatment services. Costs for these services will be incurred by the referring agency and/or their designated agents/providers.

5. Referring agencies may choose, in a separate contract with DHHA/CARES Return to pay CARES Return for enhanced case management services at a rate of \$12.49 per day per person for a term determined by the referring agency. Generally, these services include: assisting participants with benefits; housing and employment applications as applicable, case and treatment coordination, system navigation, and if needed, mental health therapy as well as a referral to an Advanced Practice Psychiatric Nurse for medication evaluation and management.
6. Treatment services provided through this project by CARES Return staff will be documented using the Drug/Alcohol Coordinated Data System (DACODS). All information obtained for DACODS will be uploaded into the SIGNAL Electronic Records System.

#### **B. Program Staffing**

A multi-disciplinary team is available to provide various services to the CARES Return JRI TRT program and/or enhanced program for participants:

1. Project Specialist: provides tracking of program participant and units of service and fiscal oversight including invoice preparation.
2. Addiction Supervisor: acts as a liaison with community partners and will provide clinical program oversight for program.
3. Advanced Psychiatric Nurse Practitioner: will provide mental health medication evaluation and management to selected JRI TRT individuals.
4. Addiction Counselors: will provide individual and group addiction counseling in the TRT Program.
5. Case Coordinator: will provide case coordination to assist participants to identify stable housing and assist with benefit acquisition.
6. Therapeutic Case Worker: performs mental health assessments and ongoing treatment of mental health disorders. Develops care plan to include individual psychotherapy and therapeutic interventions that are socio-culturally sensitive.
7. Nursing: oversees administration of prescribed medications until stability is established.
8. Behavioral Health Tech: Supports general program functions such as obtaining breath and urine samples for relapse prevention, monitors program activities such as recreational activities and exercise room use, and assists participants with scheduling appointments and prescription assistance if needed. May provide transportation assistance as needed.

### **III. Process and Outcome Measures**

#### **A. Process Measures**

1. A minimum of 30 persons will be identified per year and enrolled in services per year.

## **SCOPE OF WORK**

### **Denver Health and Hospital Authority**

### **SOCVS2015-23052-02**

2. Improve access to appropriate treatment resources to increase individual participant's stabilization and successful program completion and yield more cost-beneficial impacts on public safety.
3. Increase civil commitments when appropriate, and therefore access to treatment for those who are generally found incompetent.
4. Contractor shall submit accurate and timely invoices in accordance with the requirements of this Agreement.

#### **B. Outcome Measures**

1. 100% occupancy of TRT beds.
2. A safety-net of alternative responses will be established for 100% of clients regardless if eligible for civil commitment.
3. 100% of long-term civil commitments are maintained or re-instated unless the Probate Court deems them to be unnecessary.
4. Invoices and reports shall be completed and submitted on or before the 15th of each month 100% of the time. Contractor shall use DHS' preferred invoice template, if requested.

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

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

Monitoring will be performed by the program area and Contracting 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. Provide supervision of the BHCC.
2. **Contract & Financial Monitoring:** Review and analysis of (a) current program information to determine the extent to which contractors are achieving established contractual goals; (b) financial systems & billings to ensure that contract funds are allocated & expended in accordance with the terms of the agreement. Contracting Services, in conjunction with the DHS program area, will manage any performance issues and will develop interventions that will resolve concerns.
3. **Compliance Monitoring:** Monitoring to ensure that the requirements of the contract document, Federal, State and City and County regulations, and DDHS policies are being met.

##### **B. Reporting**

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

**SCOPE OF WORK**  
**Denver Health and Hospital Authority**  
**SOCSSV2015-23052-02**

Report # and Name	Description	Frequency	Reports to be sent to:
1. Monthly Analysis	Along with its monthly invoice, DHHA/CARES Return will submit to the City at least the following information with supporting documentation: a detailed report stating for each client: <ul style="list-style-type: none"> <li>• name;</li> <li>• dates of TRT services received;</li> <li>• charges and type of TRT services;</li> <li>• expected amount of third party payments for TRT services;</li> <li>• a list of the types and providers of add-on services received by the client;</li> <li>• amounts charged for the add-on services;</li> <li>• amounts paid by third parties for the add-on services;</li> <li>• whether the client already had Medicaid or whether the client was enrolled into Medicaid through DHHA/CARES Return;</li> <li>• where each client is going to after ending TRT services.</li> </ul>	Monthly	Executive Director, OBHS
2. TRT Bed Report	Overall number of beds, by gender, occupied on a daily basis by the number of individual clients and length of stay during the billing period per client. Challenges, gaps, outcomes and results.	Monthly	Executive Director, OBHS
3. Contract Summary Report	Report shall demonstrate all functions performed, and how services provided met the overall goals of this agreement. Other data will include total budget per line item, amount spent, and an explanation as to unspent funds, etc.	Contract End, within 45 days after Term end.	Supervisor, Contracting Serveries
4. Other reports as reasonably requested by the City		TBD	TBD

**V. Budget Requirements**



**SCOPE OF WORK**  
**Denver Health and Hospital Authority**  
**SOCSV2015-23052-02**

- A. Contractor shall provide the identified services for the City under the support of the Denver Department of Human Services using best practices and other methods for fostering a sense of collaboration and communication.
- B. The City anticipates full utilization of beds, and, in the event they are not fully utilized, requests that DHHA work with DDHS prior to releasing the beds to another payer or utilization source.

**C. Budget**

<b>Contractor Name:</b>	<b>Denver Health and Hospital Authority</b>		
<b>Contract Term:</b>	<b>September 1, 2016 to August 31, 2017</b>		
<b>Contract Number:</b>	<b>SOCSV 2015-23052-02</b>		
<b>Item</b>	<b>Number Units</b>	<b>Total</b>	<b>Narrative</b>
JRI TRT Beds Slots (3)	3	\$ 63,969.90	3 TRT Beds JRI in-kind match for the amount of \$ 58.42 not to exceed per day per bed for 365 days.
CARES Return TRT Bed Slots (8) guaranteed	8	\$ 170,586.40	The City will commit to pay for 8 of the TRT bed slots regardless of occupancy at the per diem rate of \$58.42 for 365 days not to exceed the amount of \$170,586.40.
CARES Return TRT Bed Slots (2 per day)	709	\$ 41,419.78	709 remaining TRT bed slots not to exceed 2 per day. Not to exceed the amount of \$41,419.78 for the contract term.
Total Actual Budget		\$ 275,976.08	
<b>Total Allowed Budget</b>		<b>\$276,013.00</b>	Budget amount not to exceed for contract term is \$276,013.00

**D. Invoices**

Monthly invoice amounts will be limited to TRT services and will be the net of any payment available under other sections of this agreement, under other contracts between the parties, or available from third party sources. DHHA/CARES Return will use reasonable efforts to obtain payment from third party payers for TRT and other services needed by each client.

**VI. Other:**

**A. Contact Information:**

Contractor: Denver Health and Hospital Authority,  
660 Bannock Street, MC 1919,  
Denver, CO 80204  
Contact: Audrey Vincent  
Phone: (303) 602-4838



**SCOPE OF WORK**  
**Denver Health and Hospital Authority**  
**SOCV2015-23052-02**

Email: Audrey.Vincent@dhha.org

Vendor: 15055

Term: September 1, 2016 to August 31, 2017

Funding Source: Crime Prevention Control Commission, including  
Three (3) of the thirteen (13) beds are an in-kind Match of the Justice  
Reinvestment Initiative (JRI) TRT beds.

**B. Substance Abuse**

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