

PURCHASE OF SERVICE CONTRACT CORE SERVICES PROGRAM

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", for and on behalf of the **DENVER DEPARTMENT OF HUMAN SERVICES**, "County" and **SIGNAL BEHAVIORAL HEALTH NETWORK**, with an address of 6130 Greenwood Plaza Boulevard, Suite 150, Greenwood Village, CO 80111 ("Provider" or "Contractor"), with "Trails" Provider Number 27818.

The parties agree as follows:

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

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

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

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

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

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

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

G. Manager: The Denver City Charter-established administrative head of DDHS, or his or her designee.

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

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

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

2. TERM OF AGREEMENT: The term of this Agreement **shall commence on June 1, 2014 and terminate on May 31, 2015** provided that the term may be extended upon mutual agreement of the parties for up to two (2) additional one (1) year periods, subject to the availability of sufficient funds and execution of an Amendatory Agreement.

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

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

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

C. The City agrees:

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

D. The Provider agrees:

- (1) Not to assign any provision of this Agreement to a subcontractor.
- (2) Not to charge clients any fees related to services provided under this Agreement unless the client is ordered by a court of competent jurisdiction to pay a portion of charged fees.
- (3) To hold the necessary license(s) which permit(s) the performance of the Core Service(s) to be purchased, and/or to meet applicable State Department qualification requirements.
- (4) To comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap.

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

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

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

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

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

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

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

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

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

4. SERVICES TO BE PROVIDED:

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

1. Home Based Intervention
2. Intensive Family Therapy
3. Life Skills
4. Day Treatment
5. Sexual Abuse Treatment
6. Mental Health Services
7. County Designed Services
8. Substance Abuse
9. After Care Services

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

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

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

5. COORDINATION AND LIAISON:

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

B. All records, data, and documentation provided to or prepared by the Provider under this Agreement shall be made available to the City for audit purposes pursuant to Article 11 hereof. Personnel auditing such records, data and material shall respect the confidentiality of the records, data and documentation as required by law. The Provider shall maintain such records, data and documentation in strict confidence and shall not disclose or provide such material to third parties without the express consent of the Manager, unless otherwise provided by law. As allowed by the Colorado Children's Code, the Provider may provide access to such records, data and documentation to the courts, guardian's ad litem, law enforcement, therapists and foster parents as appropriate. The Provider also agrees to allow the City to review any of the procedures used by it in performing the Core Services hereunder, and to make available for inspection notes and other documents used in the performance of any of the Core Services required hereunder, in order to coordinate the performance of Core Services by such Provider in accordance with this Agreement.

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

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

6. COMPENSATION AND PAYMENT:

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

B. The Provider shall accept as the sole compensation for services rendered and costs incurred a maximum cost under this Agreement not to exceed **One Million One Hundred Eighty Thousand Three Hundred Sixty Three Dollars and Forty Three Cents (\$1,180,363.43)**(the "Maximum Contract Amount"). The Provider agrees to accept periodic payment of sums through direct drawdown from funds in appropriate State accounts as full and complete compensation for completion of all the items of work contained in this Agreement, the Exhibits hereto, and a completed SAA, signed and authorized by a DDHS Administrator for each Child covered by this Agreement, in accordance with the rates stated in Exhibit A attached hereto. The Provider shall be compensated only for types and units of Core Services actually provided to a given Child or family receiving such Core Service as reflected in a completed SAA signed and authorized by a DDHS Administrator.

C. The City is not obligated to execute an agreement or any amendments to this Agreement or a modification to Exhibit A, or to execute an SAA, for any further phase of work. Any work performed by Contractor beyond the work specifically described in a

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

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

E. All payments to the Provider shall be made by and through the State of Colorado, pursuant to the "Trails" billing system or as otherwise established by applicable law. There are no City funds appropriated or encumbered to pay any of such payments or reimbursements to the Provider. The City shall have no direct payment obligations whatsoever to the Provider for any of such payments or reimbursements. In any event, any payment obligation of the City, whether direct or contingent, under this Agreement or any amendment, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purposes of this Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. Payment pursuant to this Agreement, if in federal and/or State funds, whether in whole or in part, is subject to and contingent upon the continuing availability of federal and/or State funds for the purposes here.

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

7. REPORTS/CORRESPONDENCE:

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

B. Procedural and Administrative Correspondence: All written correspondence concerning procedural or administrative contract matters, other than invoices and notices required under Article 23, 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

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

9. STATUS OF CONTRACTOR: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

10. TERMINATION:

A. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the Manager.

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, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

C. Upon termination of the Agreement by the City, with or without cause, the Contractor will not have any claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work requested and satisfactorily performed as described in the Agreement.

D. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

11. EXAMINATION OF RECORDS:

A. The Comptroller General of the United States of America or his authorized representative, any duly authorized representative of the City, including the City Auditor or his representative, or any duly authorized representative of the State of Colorado, shall, until the expiration of five years after the final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Agreement.

B. The Contractor acknowledges that it is subject to any and all applicable regulations or guidance of the United States Office of Management and Budget.

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.

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

13. INSURANCE

A. General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required

policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

B. Proof of Insurance: Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverage required under the Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit E**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

C. Additional Insureds: For Commercial General Liability, Auto Liability, and Excess Liability/Umbrella, Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

D. Waiver of Subrogation: For all coverages required under the Agreement, Contractor's insurer shall waive subrogation rights against the City.

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

F. Workers' Compensation/Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

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

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

I. Professional Liability: Contractor shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

J. Additional Provisions:

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

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

(2) For claims-made coverage:

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

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

14. DEFENSE AND INDEMNIFICATION

A. Provider hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Provider or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

B. Provider’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Provider’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

C. Provider will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Provider under the terms of this indemnification obligation. The Provider shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

E. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

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

16. 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.

17. ASSIGNMENT AND SUBCONTRACTING: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations under the Agreement or subcontract performance obligations without obtaining the Manager'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 Manager has sole and absolute discretion whether to consent to any assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and sub-consultant or subcontractor or assignee.

18. 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.

19. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the D.R.M.C.

20. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior or contemporaneous addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment will have any force or effect unless embodied in a written amendment to the Agreement properly executed by the parties. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City. The Agreement is, and any amendments thereto will, be binding upon the parties and their successors and assigns. Amendments to this Agreement will become effective when approved by both parties and executed in the same manner as this Agreement.

21. SEVERABILITY: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion thereof to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

22. 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.

23. NOTICES: Notices concerning termination of the Agreement, alleged or actual violations of the terms of the Agreement, and matters of similar importance must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

By Contractor to: Manager, Denver Department of Human Services
City and County of Denver
1200 Federal Boulevard
Denver, Colorado 80204-3221

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

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

And CORE Services Coordinator
Denver Department of Human Services
1200 Federal Boulevard
Denver, Colorado 80204-3221

Notices hand delivered or sent by overnight courier are effective upon delivery; notices sent by certified mail are effective upon receipt; and notices sent by mail are effective upon deposit with the US Postal Service. The parties may designate substitute addresses where or persons to whom

notices are to be mailed or delivered; however, these substitutions will not become effective until actual receipt of written notification.

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

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

26. COMPLIANCE WITH APPLICABLE LAWS: The Contractor will comply with all applicable Federal, State and City laws, ordinances, codes, regulations, rules, executive orders, and policies whether or not specifically referenced herein. 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 the City, the State of Colorado, and the United States Government, and the following additional 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 Manager for approval at the Manager’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 is 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 Manager if at any time it learns that its certification to enter into this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances. If the Contractor is unable to certify to any of the statements in the certification contained in this Article, the Contractor shall provide a written explanation to the City within thirty (30) calendar days of the date of execution of this Agreement. Furthermore, if the Contractor is unable to certify to any of the statements in the certification contained in this Article, the City may pursue any and all available remedies available to the City, including but not limited to terminating this Agreement immediately, upon written notice to the Contractor. The Contractor shall include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" in all covered transactions associated with this Agreement. The Contractor is responsible for determining the method and frequency of its determination of compliance with Executive Orders 12549 and 12689 and their implementing regulations.

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 Article.

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) **City Employees:** No officer or employee of either the City or the Contractor shall derive any unlawful personal gain, either by salary, fee payment or personal allowance, from his or her association with the other party to this Agreement. Any contractual

provision that contravenes the provisions of this section shall be null and void. This section shall not prohibit an officer or administrator of one party to this Agreement from being reimbursed by the other party for actual, out-of-pocket expenses incurred on behalf of the other party.

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

27. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

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

B. The Contractor certifies that:

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

C. The Contractor also agrees and represents that:

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

(2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

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

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

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

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

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

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

29. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Contractor shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring the Contractor from City facilities or participating in City operations.

30. CONFIDENTIAL INFORMATION; OPEN RECORDS:

A. Confidential Information: The Contractor acknowledges and accepts that, in the performance of all work under the terms of this Agreement, the Contractor will or may have access to the following types of information: (1) City Proprietary Data or confidential information that may be owned or controlled by the City (“City Proprietary Data”); (2) confidential information pertaining to persons receiving services from the Agency (“Client Data”), or (3) confidential proprietary information owned by third parties (“Third Party Proprietary Data”). For purposes of this Agreement, City Proprietary Data, Client Data, and Third Party Proprietary Data shall be referred to collectively as “Confidential Information”. The Contractor agrees that all Confidential Information provided or otherwise disclosed by the City to the Contractor or as otherwise acquired by the Contractor during its performance under this Agreement shall be held in confidence and used only in the performance of its obligations under this Agreement. The Contractor shall limit access to any and all Confidential Information to only those employees who have a need to know such information in order to provide services under this Agreement. The Contractor shall exercise the same standard of care to protect any and all Confidential Information as a reasonably prudent contractor or Contractor would to protect its own proprietary or confidential data. Contractor acknowledges that Confidential Information may be in hardcopy, printed, digital or electronic format. The City reserves the right to restrict at any time Contractor’s access to electronic Confidential Information to “read-only” access or “limited” access as such terms are designated by the Manager.

The Contractor agrees to comply with all applicable state and federal laws protecting the privacy or confidentiality of any and all Client Data that include protected medical records or protected information. The Contractor shall establish and submit to the City, within fifteen (15) days of the City's written request thereof, copies of Contractor's policies and procedures to maintain the confidentiality of any protected medical records or protected information to which the Contractor has access. In the event that the Contractor is required to access Client Data that include protected medical records from a third party provider or is required to provide Client Data, including protected medical records to the City for purposes of monitoring and evaluating the Contractor's performance under this Agreement, then the Contractor agrees to fully coordinate with DHS case managers or other appropriate DHS personnel and the client in order to obtain any necessary consent forms, authorization forms, or release forms.

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

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

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

(4) **Disclaimer:** Notwithstanding any other provision of this Agreement, the City is furnishing Confidential Information on an "as is" basis, without any

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

B. Open Records: The parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, et seq., C.R.S. (2013), and that in the event of a request to the City for disclosure of such information, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claims, damages, expenses, losses or costs arising out of the Contractor's intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

31. INTELLECTUAL PROPERTY RIGHTS: The City and the Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final forms and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Contractor shall disclose all such items to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, et seq., the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Contractor hereby sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark and other intellectual property rights in perpetuity.

32. 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.

33. NO CONSTRUCTION AGAINST DRAFTING PARTY: The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because the Agreement or any provisions thereof were prepared by a particular party.

34. 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.

35. 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.

36. 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.

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

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

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

40. 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.

LIST OF EXHIBITS:

Exhibit A, Scope of Work

Exhibit B, Service Authorization Agreement

Exhibit C, CDHS Trails System Billing Form

Exhibit D, Provider Report Requirements

Exhibit E, Proof of Insurance

[SIGNATURE PAGES AND EXHIBITS FOLLOW THIS PAGE]

Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: SOCSV-201416373-00

Contractor Name: SIGNAL BEHAVIORAL HEALTH NETWORK

By: Sue Williamson

Name: SUE WILLIAMSON
(please print)

Title: CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A
SCOPE OF WORK AND BUDGET
SIGNAL BEHAVIORAL HEALTH NETWORK
CORE SERVICES PROGRAM
2014-16373

The Denver County Department of Human Services (DDHS) requires the services of a substance abuse treatment Coordinator to assist the County in delivering substance abuse treatment services to child welfare clients, and **SIGNAL BEHAVIORAL HEALTH NETWORK (Signal), TRAILS Provider #27818** is willing and able to provide such services.

Signal is a Colorado non-profit corporation organized for the purpose of managing and coordinating high quality, cost efficient, integrated chemical dependency and related behavioral health care services in the State of Colorado.

I. SERVICES:

A. Responsibilities of Signal:

1. Signal agrees and desires to participate as the service provider coordinator for DDHS qualified child welfare clients under the definition set forth in Colorado State Department of Human Services Regulations Volume VII (7.301.)
2. Signal will maintain a high quality of clinical care to clients. The full continuum of care (Outpatient, Intensive Outpatient, Transitional Residential, Intensive Residential, Therapeutic Community, Detoxification, or comparable alternatives as mutually agreed upon) will be available to clients. The client's clinical needs will determine the level of care Signal is to provide and Signal will meet those needs regardless of "modality", with the exception of Abstinence Monitoring Only. Abstinence Monitoring Only services are not covered services under either Core Services or Additional Family Services (AFS) funding.
 - a. Signal and DDHS encourage agencies and clients/consumers/referral agencies to resolve any complaint, grievance, or appeal at the level closest to the situation.
 - b. Should DDHS and/or Signal fail to agree upon the level of care offered by Signal, resolution will be negotiated by the Chief Executive Officer of Signal and the Administrator for Substance Abuse Treatment at DDHS. Both, Signal and DDHS will have an opportunity to provide consultation and documentation regarding the case. Signal's Director of Compliance and Quality Improvement may also be consulted. Disputes are to be resolved within 72 working day hours, unless good cause justifies an extension. DDHS reserves the right to not authorize any payment for treatment that DDHS deems inappropriate. Except to the extent services were already provided without written notification of payment denial from DDHS.
 - c. Signal network providers and onsite staff are not authorized to refer adult clients directly to residential services. Any recommendation for adult transitional and/or residential must be approved and authorized by designated DDHS staff. Signal will train DDHS's Program Administrator on data exporting; sorting and analysis of Signal database information and reports, and DDHS and Signal will review this process at the end of the 3rd quarter, and review Signal's ability to add new reporting functions to the Signal website during the next fiscal year.
 - d. Signal network providers and onsite staff are not authorized to refer adolescent clients directly to residential or day treatment. Any recommendation for adolescent residential or day treatment must be approved and authorized by designated DDHS staff.

3. Signal will provide one (1) full-time ADAD-Approved CAC III substance abuse counselor to DDHS for the purpose of assessment and referral to treatment agencies. This position will be funded by DDHS Core Services Program to provide the following services on site at DDHS. Signal will sub-contract with either the University of Colorado Health Sciences Center, Addiction, Research and Treatment Services (ARTS), or Denver Health & Hospital Authority, or another agreed upon subcontractor for these positions. The primary responsibility of the onsite counselor shall be to: conduct evaluations on clients; authorize payment for treatment; consult with caseworkers; be available for substance abuse related emergencies during normal working hours; and provide clinical and crisis intervention services regarding substance abuse services. The substance abuse counselor will also act as a liaison between the provider network, clinicians, and DDHS caseworkers for specific case situations; and attend case staffings as requested.
4. Provide training for caseworkers and clinicians as requested; and maintain information and expertise regarding provider services. Signal will assist the subcontract agency providing the onsite services and DDHS in facilitating the hiring and training of new onsite staff.
5. Signal will assure that all eligible child welfare clients referred by DDHS in need of treatment outside of the above services provided by Signal onsite as listed in #3 above will receive such in accordance with ASAM PPC-IIR level of care and as approved by DDHS.
6. Signal will serve child welfare clients (parents and children) who comply with the following criteria as DDHS refers:
 - Family meets the Core Services Colorado Department of Human Services program (CDHS) category criteria 3, 4, 5, or 6
7. Onsite evaluator will complete Signal Evaluations and Referrals.
8. Signal will assure that the monthly reports and billings are available on Signal's website for DDHS each month. Signal providers have until the 8th calendar day of the month to submit monthly progress reports and the 10th calendar day of the month to submit service invoices. Providers are unable to submit or enter services unless a corresponding monthly progress report is received via the Signal system.
9. Signal's onsite substance abuse professional will participate in utilization review and case management as caseload allows, in cooperation with the County including case review and re-authorization for clients requesting multiple treatment admissions.
10. Signal will provide summary data/official bill on per client costs and make available all Additional Family Services (AFS) services by the 3rd Wednesday of each month. Utilization of monthly Core Services will be available to DDHS by the 3rd Wednesday of each month and will be made available on-line before the TRAILS payroll date.

B. Responsibilities of DDHS:

1. DDHS will provide access to adequate office, meeting space and supplies for the onsite substance abuse counselors at no charge to Signal or the provider.
2. DDHS will work cooperatively with Signal and the onsite substance abuse counselors to deliver quality, efficient and cost-effective medical/substance abuse treatment services to DDHS qualified clients.
3. DDHS will make every effort to inform Signal, the employing agency of the onsites, and the onsite substance abuse counselors of system issues, developments, and complications so that Signal and the clinician can make informed choices in its role as the managed service organization.
4. DDHS will assure that all referrals under this contract meet the eligibility criteria expressed in Section I(A)(6) above.
5. DDHS will provide Signal and its applicable providers with updated FSP 5A's within 10 business days of completion upon request.
6. DDHS agrees to resist any attempt by the county or juvenile Court to name Signal and its providers as Special Respondent in any proceeding.
7. DDHS agrees to provide remittance reports. The remittance report will reflect any adjustments made to the Signal billed amounts in sufficient detail to allow the Signal bill plus or minus adjustments to equal the remittance made by EFT to Signal by DDHS. Receipt of such remittance advice/reconciliation shall be received by Signal no later than 5 business days after completion of each month's TRAILS payroll unless advance notice of a delay is given by DDHS to Signal.
8. DDHS agrees to provide advance written notice to provider and Signal in the event a client becomes ineligible for Core Services, or AFS funding, or the TRAILS case becomes closed. It is recommended that DDHS shall provide such notice by entering an end date on such client's referral in the Signal system. DDHS shall be responsible for payment for all services rendered under a proper authorization until such time as the end date is entered into the Signal system. However, if there is a written record demonstrating that the provider knew the DDHS case was closed (e.g. a monthly progress note stating such) and failed to switch the client over to a new payer source, then DDHS and the Chief Executive Office of Signal will negotiate a resolution of the dispute.
9. Signal enters services and makes available billing by the 3rd Wednesday of each month; DDHS shall attempt to enter such services into that month's TRAILS payroll. DDHS will review our payroll system to assess our ability to pay services in a more timely fashion.

II. PERIOD OF PERFORMANCE

Due to different State funding cycles, the period of performance under this Agreement will overlap. For the County Core Services, the period of performance shall be for the 12 month period beginning, June 1, 2014 through May 31, 2015, unless sooner terminated or

renegotiated. The Signal Additional Family Services period of performance under this Agreement shall be for the 12 month period beginning July 1, 2014 through June 30, 2015, unless sooner terminated. As a condition of continuing to render services under this Agreement, it is understood that Signal will report any limitation or restriction of their license, or insurance, or the ability to perform the services covered by this Agreement under any condition of impairment.

III. COMPENSATION

See Exhibit A, page 6 - Budget and Service Rates

IV. COURT TESTIMONY

Billings from agencies or individuals in response to Denver City Attorney subpoenas and/or testimony in Denver Juvenile Court cases fall outside the scope of this contract and must be negotiated with the Denver City Attorney's Office. Such billings may be routed to:

Denver City Attorney Office
Denver Department of Human Services
1200 Federal Blvd
Denver, CO 80204
Attention: Child Welfare Legal

Denver will not be billed nor pay for billings for Court Testimony from the regular fee for service billings paid through the TRAILS system.

V. ONSITE SUBSTANCE ABUSE COUNSELOR - PERSONNEL ISSUES

- A.** The onsite counselor will be clinically supervised by their agency of employment (e.g. ARTS). DDHS will incur the associated costs for supervision of the personnel funded through this agreement in accordance with the attached budget. As part of the supervision requirements the counselor will need to attend staff meetings and supervision meetings off site of the County Department and onsite at their agency of employment. These meetings will be scheduled at mutually agreed upon times and shall not exceed 10 hours per month. Onsite staff will be expected to provide both employing agency and DDHS of their work hours, to consist of 40 hours of work per week and of days when they will not be reporting to work. Work hours must be approved by both agencies. Vacations of onsite staff must be coordinated to maintain staff coverage when at all possible.
- B.** The On-site counselor will be allowed sick and vacation leave as permitted by the agency of their employment. In addition, due to the safety of the clinician, the agency of employment may consider closing the on-site county office for weather related reasons and with reasonable notice to the Counties. The agency of employment is expected to contact the DDHS Closure Line at 720-944-3006 prior to making their decision to allow for weather related absences and if possible, to follow agency hours of operation. These absences from the County on-site office shall be minimized and planned in advance (to the best of one's ability) to accommodate the caseload. In instances of unusual leave issues or leave requirements, the employing agency and Signal are responsible for assisting with coverage for job duties.
- C.** The On-site Counselor shall not be left in the building alone for personal security reasons.

- D.** Signal and employing agency (e.g., ARTS) will confer with the Administrator for Core Services to arrange for efficient and timely replacement of coverage for onsite staff in case of resignation of current staff if requested by DDHS.

[BUDGET AND SERVICE RATES FOLLOW THIS PAGE]

BUDGET AND SERVICE RATES
2014-2015 AFS and Core Reimbursement

Funding Sources			
	AFS	Core	Total
Onsite Salaries and Benefits	-	45,448.00	45,448.00
Supplies, Supervision and Travel	-	5,356.00	5,356.00
Indirect Costs		12,504.00	12,504.00
Subtotal-Onsite Costs	-	63,308.00	63,308.00
Admin Fee	-	3,165.40	3,165.40
Total Onsite Costs	-	66,473.40	66,473.40
Fee-for-service funding	432,595.26	625,600.27	1,058,195.53
Signal Fee	22,768.17	32,926.33	55,694.50
Total fee-for-service	455,363.43	658,526.60	1,113,890.03
Total Contract Costs	455,363.43	725,000.00	1,180,363.43

Up to \$66,473.40 shall be dedicated to funding 1.0 full-time substance abuse specialist, inclusive of costs related to mileage and supervision of these positions, and Signal Administrative costs as reflected in the cost reimbursement budget attached. The remaining funds (\$625,600.27) or up to the total maximum amount of the contract less salary costs paid, shall be billed to DDHS under the attached fee-for-service schedule with a 5% management fee assessed on the monthly invoices.

Signal agrees to contribute \$455,363.43 (Additional Family Services OBH Funding) towards substance abuse treatment services in accordance with the terms of the Budget Sheet during the twelve month period, July 1, 2014 through June 30, 2015. This AFS funding will be billed on a fee-for-service basis. This funding shall be billed to Signal under the attached Fee-For-Service schedule with a 5% management fee assessed on the monthly invoices.

Fee-For-Service Reimbursement (for services not provided by the onsite counselor)

County Core Services and Signal AFS funding will be responsible for purchasing services in accordance with the schedule below (to a maximum funding specified in the contract language).

Rate Schedule FY14-15			Denver
Service Code	Service Code Description	Units Measured	Payer Rate
80102	UA Confirmation	each	21.53
81099	UA - Soma	each	42.00
82075	Breathalyzer	each	5.25
84999	Hair Testing	each	68.08
H0004:UK	Individual Session without Patient Present	per 15 min.	18.83
T1006:HS	Family Session without Patient Present	per 15 min.	20.19
90849	Multi Family Group	per 15 min.	10.85
90853	Family Group Conference	per 15 min.	13.97
94664	Vapor Inhalations Evaluation	each	47.25
99075	Medical testimony	per 15 min.	16.30
99203	Antabuse Physical - New Client	each	65.49
99214	Antabuse Physical - Existing Client	each	65.49
80100:HF	UA - Ethyl Glucuronide (ETG)	each	29.93
H0001	Evaluation - Each	each	162.67
H0001:IA	Integrated Assessment Evaluation	per 15 min.	13.97
H0003:HF	UA w/ TX	each	12.46
H0004	Individual Counseling	per 15 min.	18.83
H0005	Group Counseling	hour(s)	43.39
H0006	Case Management	each	-
H0011	Detox	day(s)	109.15
H0018:HA	Intensive Short-Term Residential: Adolescent	day(s)	202.74
H0018:HB	Intensive Short-Term Residential: Adult	day(s)	161.70
H0019	Transitional Long-Term Residential	day(s)	120.75
H0019:HD	Transitional Long-Term Residential:Preg/Parent (NDF)	day(s)	161.70
H0020	Opioid Replacement (Methadone)	month(s)	300.00
H0033	Antabuse Monitoring	each	3.00
H0048	Drug Patch Confirmation	each	27.29
H0048:HF	Drug Patch Monitoring	each	43.66
H2012: HB	Day Treatment: Adult	hour(s)	7.25
H2012:HA	Day Treatment: Adolescent	hour(s)	10.74
H2020:HA	Therapeutic Behavioral Srvcs: Adolescent	day(s)	139.13
H2020:HB	Therapeutic Behavioral Srvcs: Adult w/o Infant	day(s)	58.34
H2020:HD	Therapeutic Behavioral Srvc: Preg/Parent	day(s)	161.70
H2033	Multisystemic Therapy	per 15 min.	1.81
T1006	Family Counseling	hour(s)	80.77
T2010	Intake	each	15.28

The County and Signal acknowledge that all UA services MUST be physically monitored/observed by an individual in order for payment to be considered.

Signal, in accordance with Federal HIPAA regulations, adopted a standard transaction code set for all treatment services on October 16, 2003, which are subject to change throughout each contract year. Even though this compliance changed the service labels and groupings (shown above), the net amount of the fees associated with those services has not changed.

The following services are available exclusively through AFS funds and must be purchased in conjunction with the residential treatment services described in the fee-for-service schedule above:

AFS Only			
Service Code	Service Code Description	Units Measured	Payer Rate
T2048:HA	Room & Board: Adolescent: ARTS	Daily	40.53
T2048:HA	Room & Board: Adolescent: Arapahoe House	Daily	38.21
T2048:HA	Room & Board: Adolescent: Crossroads	Daily	-
T2048:HA	Room & Board: Adolescent: North Range Beh. Health	Daily	36.84
T2048:HA	Room & Board: Adolescent: Sobriety House	Daily	-
T2048:HB	Room & Board: Adult: ARTS	Daily	17.77
T2048:HB	Room & Board: Adult: Arapahoe House	Daily	47.61
T2048:HB	Room & Board: Adult: Crossroads	Daily	42.11
T2048:HB	Room & Board: Adult: North Range Beh. Health	Daily	36.84
T2048:HB	Room & Board: Adult: RESADA	Daily	18.95
T2048:HB	Room & Board: Adult: Sobriety House	Daily	23.16
T2048:HD	Room & Board: Preg/Parent: ARTS	Daily	17.77
T2048:HD	Room & Board: Preg/Parent: Arapahoe House	Daily	52.81
T2048:HD	Room & Board: Preg/Parent: Crossroads	Daily	52.63
T2048:HD	Room & Board: Preg/Parent: North Range Beh. Health	Daily	-
T2048:HD	Room & Board: Preg/Parent: RESADA	Daily	18.95
T2048:HD	Room & Board: Preg/Parent: Sobriety House	Daily	-
T2048:HE	Room & Board: TRT Preg/Parent: Arapahoe House	Daily	42.11

Exhibit B



Denver Department of Human Services

Denver Authorization & Referral Tool

Service Authorization Agreement

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

PROVIDER

Name: _____ Provider ID: _____
Address: _____ Contact: _____
Phone: _____
Fax: _____

SERVICE TYPE

RATES

<u>Level</u>	<u>Unit</u>	<u>Amount</u>	<u>Date Range</u>	<u>Max Units</u>	<u>Estimated Cost</u>
--------------	-------------	---------------	-------------------	------------------	-----------------------

Trails Case ID: _____ Phone: _____

CLIENTS RECEIVING SERVICE

Client's Name	Date of Birth	Gender	Role	Relation
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Phone: _____
Day Phone: _____
Other Phone: _____
Address: _____

COMMENTS

AUTHORIZED BY:

VOICES/UM Coordinator: _____
Caseworker: _____
Supervisor: _____

ATTACHMENTS

Attachment Name

Exhibit C

COLORADO DEPARTMENT OF HUMAN SERVICES
Trails System Report
Division of Child Welfare
Core Main Provider Roster
For Service Period
February 2014

County: 16 Denver
Governing Body/Provider:

*Update information on services from
Denver County
Attn: Core Service Staff
1200 Federal Blvd.
Denver, CO 80204

Provider Name:
Address:

Provider ID:
Service Type:

To arrive prior to next payroll period:
Service Category: **CORE**

Child's Name Case ID	State ID	Sex	Birthday	Worker Name	Dates of Service	No Days/ Units	Unit Type	Amount

I certify that care was provided for the children listed above for the dates specified

(Signature)

(Date signed)

Exhibit D



Report requirements:

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

SIGNA-4

OP ID: DP

DATE (MM/DD/YYYY)

06/18/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rich & Cartmill Ins of CO of Colorado LLC 8213 W. 20th Street Greeley, CO 80634 Michael J Schmitt CIC	Phone: 970-356-8030 Fax: 970-356-8032	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ E-MAIL ADDRESS: _____	FAX (A/C, No): _____
	INSURED Signal Behavioral Health 455 Sherman Street, Suite 455 Denver, CO 80203		INSURER(S) AFFORDING COVERAGE INSURER A : Ace Property & Casualty INSURER B : Pinnacle Assurance INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	SVRD37797480005	07/01/2013	07/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	SVRD37797480005	07/01/2013	07/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	4148725	07/01/2013	07/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E. L. EACH ACCIDENT \$ 100,000 E. L. DISEASE - EA EMPLOYEE \$ 100,000 E. L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liabi		CRLG25498586005	07/01/2013	07/01/2014	Aggregate 3,000,000
A	Sexual Abuse		CRLG25498586005	07/01/2013	07/01/2014	Limit 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City and County of Denver, its elected and appointed officials, employees and volunteers are named as additional insured as pertains to the general and automobile liability policies.

CERTIFICATE HOLDER**CANCELLATION**

CITDEN

City and County of Denver
 Department of Human Services
 1200 Federal Blvd
 Denver, CO 80204

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 Michael J Schmitt CIC

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ACORD 25 (2010/05)

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Exhibit E, Page 1 of 1