

THIRD AMENDATORY AGREEMENT

THIS THIRD 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, whose address is 777 Bannock, Denver, Colorado 80204 (the “Contractor” and jointly, the “parties”).

WHEREAS, the parties entered into an Agreement dated December 14, 2018, an Amendatory Agreement dated March 10, 2020, and a Second Amendatory Agreement dated January 4, 2021, to provide medical services for the Denver Human Services Child Welfare Division (the “Agreement”); and

WHEREAS, the parties now wish to modify the Agreement as set forth below.

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

1. Effective July 1, 2021, all references to Exhibits A, A-1, and A-2 in the existing Agreement shall be amended to read Exhibits A, A-1, A-2, and A-3, as applicable. Exhibit A-3 is attached and will control from and after July 1, 2021.

2. Effective July 1, 2021, all references to Exhibit B in the existing Agreement shall be amended to read Exhibits B and B-1, as applicable. Exhibit B-1 is attached and will control from and after July 1, 2021.

3. Article 3 of the Agreement, titled “**TERM**,” is amended to read as follows:

“3. **TERM**: The term of the Agreement shall commence on January 1, 2019, and expire, unless sooner terminated, on December 31, 2021 (the “Term”). Subject to the Director’s prior written authorization, the Contractor shall complete any work in progress as of the then current expiration date and the Term will extend until the work is completed or earlier terminated.”

4. Article 4.a of the Agreement, titled “**Budget**,” is amended to read as follows:

“a. **Budget**: Subject to the provisions of Article 4(e) below, the Contractor agrees to accept as full compensation from the City under this Agreement, for completion of all the items of work contained in this Agreement and **Exhibits A, A-1, A-2, and A-3**, an amount

not to exceed Two Million Seven Hundred Three Thousand Three Hundred Thirty-Seven Dollars (\$2,703,337.00) (the “Maximum Contract Amount”), to be used in accordance with the budget contained in **Exhibits A, A-1, A-2, and A-3**. Amounts billed may not exceed the budget set forth in **Exhibits A, A-1, A-2, and A-3.**”

5. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

6. This Third Amendatory Agreement is not effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

Exhibit List

Exhibit A-3

Exhibit B-1

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Contract Control Number: SOCSV-202158277-03
ALFRESCO-201844199-03
Contractor Name: DENVER HEALTH AND HOSPITAL AUTHORITY

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:


Contract Control Number:

SOCSV-202158277-03

ALFRESCO-201844199-03

Contractor Name:

DENVER HEALTH AND HOSPITAL AUTHORITY

DocuSigned by:

By: 23204C6503F3448...

Simon Hambidge

Name: _____
(please print)

Title: Chief Ambulatory Officer

(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Denver Health and Hospital Authority
SCOPE OF WORK
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I. Purpose of Agreement

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

II. Services

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

III. Process and Outcome Measures

A. Responsibilities

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

a. The Authority will provide a medical team to include at least one licensed physician and other staff as outlined in the Agreement to perform the following duties:

(i) Medical examinations.

(1) Provide healthcare services including medical evaluations for children ages 0-21 years being evaluated by DHS due to concerns of abuse and/or neglect. This medical evaluation shall also be considered an Out of Home Placement Exam if examined children are being placed out of the temporary custody of their parent or guardian. Services to be provided will include, but are not limited to, professional medical and nursing services, technical assistance, medical consultation and hospital backup. Services will be provided by a consistent team of medical practitioners with expertise in child maltreatment. After Hours services will be provided via the Denver Health Pediatric Emergency Department and Urgent Care (PEDUC).

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



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

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

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

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

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

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

c. Hospital consultations within Denver Health with other hospitals as needed and to the extent allowable, and After-Hours services through PEDUC.

d. Provide consultation on the Denver Child Fatality Review Team (CFRT).

e. Intake/Assessment consultation under the cooperative agreement.

f. Provide expert testimony related to Dependency and Neglect cases in required locations at the request of the City Attorney and DHS. This includes the expectation that the experts will cooperate with legal staff of the City Attorney's office and will make themselves available to discuss testimony in preparation for deposition, hearing, trial or other proceedings.

g. The Authority will provide medical staff to support DHS administration at the Child Abuse Response Improvement Team (CARIT).

h. Professional development through Denver Health Medical Center to include Systems Management.



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

a. The Authority will provide staff to ensure Medical Passports are compiled for all children entering out-of-home care in Denver County per child welfare rules.

b. Identify special/high risk medical needs cases based upon the available case information, identifying medical treatment plans for children/youth in these cases, and communicating the plans to the out-of-home placement providers within the scope of the available funding. Additionally, when appropriate, the caseworker and/or regular medical provider shall be informed of the information and plan.

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

a. The Authority will provide healthcare screening and assessment and nursing evaluations for pregnant women, children ages 0-12 years, and their families referred for services to assist in the mitigation of risk factors of abuse and neglect. Families will be referred by DHS based on their assessment of a family's and/or child's need for these services. The services to be provided include, but are not limited to:

- Professional nursing services;
- Technical assistance; Consultation; and
- Service referral.
 - (i) The target population will be:
 - (ii) A) Pregnant women and parents with children ages 0-12, when concerns with medical, dental, behavioral, or developmental health are reported and of concern.
 - (iii) B) Families known to DHS through a Child Welfare Referral, Prevention Services Case, or open in an active Child Welfare Assessment or Case. This includes children placed in kinship or foster care.
 - (iv) C) Families referred to DHS with infants 12 months or younger, to provide Safe Sleep outreach, education and resources.

The anticipated monthly referral rate will be up to 25 families. The nurse home visitors will provide services with expertise in in-home assessment of children and families and will work closely with the established Authority and DHS collaborative medical team. Staffing hours will



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be contingent on the needs and schedules of the participating family. The nurse home visitor will assess for the following:

- General health and wellbeing (physical, dental, and emotional);
- Social isolation;
- School readiness;
- Child growth and development;
- Positive parenting practices;
- Assess parent-child attachment;
- Environmental safety; and
- Clothing, Shelter (Maslow's Hierarchy).

Additionally, the medical team shall maintain all recognized practice standards that are in accordance with the Authority and licensing, state and federal standards, policies and procedures.

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

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

- (i) The Authority shall provide nurse home visitors as required to visit families.

- (ii) The Nurse Family Wellness program will offer a minimum of a one-time home visit to families referred to the Authority by DHS. The frequency of visitation shall be based on a determination of need in the home or at a location convenient for the family. The nurses will meet with families for a period of time up to 10 home visits based on mutually developed goals established jointly by the family and nurse.



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- (iii) Nurses shall identify any special needs and/or medical risk based on the information obtained during the home visit. Nurses shall be responsible for communicating their findings, recommendations and action plans to DHS and the participant. Additionally, when appropriate, the Primary Care Provider (PCP) shall be informed of the information and plan when at all possible.

DHS will notify the Nurse Family Wellness Program that the family would benefit or is interested in consultation or support.

- (iv) The Authority will accept a maximum of twenty-five (25) and a minimum of ten (10) referrals per month from DHS. Children above target population of 0-12 could be served upon agreement by both partners.
- (v) The Nurse Family Wellness Program will attempt to contact the client by phone, text or in person twice during a one-week period. If the client does not have a working phone number, the nurses will mail to the home and provide information on how to contact them to schedule a home visit. If the client has an open assessment, a nurse will coordinate with the caseworker.
- (vi) Nurse home visitors will make every effort to complete the home visit within 14 working days of receiving the referral from DHS.
- (vii) Clients who are not at home for more than three (3) scheduled visits will not be offered additional home visits. If the client refused to have a home visit, the nurse will offer to provide resources over the phone and send additional resources in the mail if necessary.
- (viii) . The Nurse Family Wellness Program will provide DHS designated staff access to data related to service provisions.

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

D. DHS shall:



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- (i) Provide information as necessary or reasonably requested by the Authority to enable the Authority's performance under this agreement. This will include the reason for the referral to the program as well as notification to the family of the engagement of a nurse home visitor.
- (ii) Provide Prevention Service Navigators to support the linkage to needed services for engaged families.
- (iii) Provide assistance and direction on reporting specifications and metrics.
- (iv) Provide support for program development and evaluation to include data collection and analysis to assess outcomes.
- (v) Provide onsite office space at the Castro Building, 1200 Federal Blvd, Denver, CO 80204 and at the East Office, 3815 Steele St, Denver, CO 80205, 405 S. Platte River Dr. Denver, CO 80223 and other DHS sites as added.

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

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

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

1.5 Payment and Related Requirements.

The Authority will provide additional healthcare providers and support staff for the medical clinic as funded by DHS to evaluate children for abuse and neglect. The Authority, upon submission of a written budget modification request approved by DHS, may change healthcare providers and support staff positions in the medical clinic throughout the year as needed provided the positions are already included in the budget. Creation of a new position would require a contract amendment. The number and level of staff assigned by the Authority to the clinic will be determined in consultation with DHS administration based on the needs of DHS for medical evaluation. Anticipated staff roles include medical provider, nurse, medical assistant,



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clinical clerk, coordinator, and child life specialist.

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

B. Outcome Measures

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

- (i) All pregnant women and parents with children between the ages of 0-12 referred to the nurse visitation program will be assessed for risk and wellbeing within the home environment by a consistent team of nurse home visitors who would also support the establishment or maintenance of a medical home for the provision of prenatal care and/or episodic care for children (dependent upon ability to make contact and engage family). The Authority will track the number of pregnant women and parents with children seen for nurse home visitation, evaluations, assessments, consults, referrals and discharge plans.
- (ii) The Authority will track the length of time of engagement with the family.
- (iii) The Nurse will partner with engaged families to set mutual goals, then will provide resources and referrals to assist families in achieving those goals.
- (iv) The Authority will report on the following output indicators monthly:
 1. Number of referrals received;
 2. Number of onsite consults;
 3. Number of home visits attempted, and made;
 4. Number of unsuccessful attempts; and
 5. Number and type of resource connections made.
 6. Time reporting documentation for each position.

Performance Criteria: Child Abuse and Neglect Medical Evaluations.

EXHIBIT A-3

SOCSV-2018-44199-03 Alfresco



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- (i) The Authority will report on the following output indicators monthly:
1. Number of medical visits for physical abuse, sexual abuse, and neglect completed and of those, the number involved with Denver Child Welfare and the number of those who are not
 2. Number of medical visits for out-of-home placement completed:

and

3. Names and dates of birth of all children who received medical visits who are involved with Denver Child Welfare
4. Time reporting documentation for each position.

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

IV. Performance Management and Reporting

A. Performance Management

Monitoring will be performed by the program area and other designated DHS staff throughout the term of the agreement. Contractor may be reviewed for:

1. **Program or Managerial Monitoring:** The quality of the services being provided and the effectiveness of those services addressing the needs of the program.
2. **Contract Monitoring:** Review and analysis of current program information to determine the extent to which contractors are achieving established contractual goals. Financial Services, in conjunction with the DHS program area and other designated DHS staff, will provide performance monitoring and reporting reviews. DHS staff will manage any performance issues and will develop interventions to resolve concerns.
3. **Compliance Monitoring:** Will ensure that the terms of the contract document are met, as well as Federal, State and City legal requirements, standards and policies.
4. **Financial Monitoring:** Will ensure that contracts are allocated and expended in accordance with the terms of the agreement. Contractor is required to provide all invoicing documents for the satisfaction of Financial Services. Financial Services will review the quality of the submitted invoice monthly. Financial Services will manage invoicing issues through site visits and review of invoicing procedures.

B. Reporting



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

Report Name	Description	Frequency	Reports to be sent to:
1. Output Indicators	Performance Measures noted in Section III B. Time reporting documentation will include the following categories: *Medical Exams (Denver Child Welfare) *Medical Exams (Non Denver Child Welfare) *Family Consultation *Professional Consultation Denver Child Welfare Meetings Other meetings/attending trainings Conducting Trainings Testimony *including documentation time	Monthly	Deputy Executive Director-Prevention & Protection
Time tracking will be submitted to DHS in a format agreed to by DH and DHS, but designed to minimize the time required for this administrative task. The format will be standardized among team members and will not change from month to month unless DHS and DH agree that additional information is required.			

- V. DHS funding information:**
- A. Program Name: Child Welfare Services**
 - B. Funding Source: 13005/5533110**

- VI. Budget**
- Invoices and reports shall be completed and submitted on or before the last day of each month following the month services were rendered 100% of the time. Contractor shall use DHS' preferred invoice template, if requested. Contractor shall supply time reporting documentation for each position. Invoicing supporting documents must meet DHS requirements and include monthly DHS involved patient that will be submitted to DHS in



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a format agreed to by DH and DHS, but designed to minimize the time requested for this administrative task.

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

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

Contractor: Denver Health and Hospital Authority		
Contract Number: Alfresco 2018-44199-03, Jaggaer 202158277-03		
Term: July 1, 2021 – December 31, 2021		
Program: Child Welfare Services		
Budget Categories	Budget Amount	Narrative
Direct Costs		
Salaries		
Medical Director	\$ 79,120	Salary and wages are reimbursed at cost. Denver Human Services (DHS) will not pay for bonuses, severances, or payouts of leave when an employee separates from their job.
Pediatrician	\$45,760	Salary and wages are reimbursed at cost. Denver Human Services (DHS) will not pay for bonuses, severances, or payouts of leave when an employee separates from their job.
Clinic Clerk	\$24,804	Salary and wages are reimbursed at cost. Denver Human Services (DHS) will not pay for bonuses, severances, or payouts of leave when an employee separates from their job.



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Medical Assistant	\$23,574	Salary and wages are reimbursed at cost. Denver Human Services (DHS) will not pay for bonuses, severances, or payouts of leave when an employee separates from their job.
Passport Assistant	\$18,870	Salary and wages are reimbursed at cost. Denver Human Services (DHS) will not pay for bonuses, severances, or payouts of leave when an employee separates from their job.
Child Life Specialist	\$15,006	Salary and wages are reimbursed at cost. Denver Human Services (DHS) will not pay for bonuses, severances, or payouts of leave when an employee separates from their job.
Nurse 1	\$ 42,442	Salary and wages are reimbursed at cost. Denver Human Services (DHS) will not pay for bonuses, severances, or payouts of leave when an employee separates from their job.
Program Manager	\$49,778	Salary and wages are reimbursed at cost. Denver Human Services (DHS) will not pay for bonuses, severances, or payouts of leave when an employee separates from their job.
Nurse 2	\$41,775	Salary and wages are reimbursed at cost. Denver Human Services (DHS) will not pay for bonuses, severances, or payouts of leave



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		when an employee separates from their job.
NP/Physician Assistants	\$53,900	Salary and wages are reimbursed at cost. Denver Human Services (DHS) will not pay for bonuses, severances, or payouts of leave when an employee separates from their job.
Clerk	\$8,580	Salary and wages are reimbursed at cost. Denver Human Services (DHS) will not pay for bonuses, severances, or payouts of leave when an employee separates from their job.
Total Salaries	\$ 403,609	
Fringe Benefits		
Fringe	\$113,818	Fringe calculation is based on Federally Approved fringe rate of 28.2%
Total Fringe	\$113,818	
Sub-total Salaries & Fringe	\$517,427	
Other Direct Costs		
Office Supplies and Medical Equipment	\$3,342	Supplies must be identifiable, trackable and directly related to the program function and may include medical supplies.
Staff Transportation (Local)	\$200	Reimbursement of personal vehicle mileage (not to exceed the standard IRS rate at the time of travel), public transportation and ride share services. This includes parking and toll costs associated with program-related travel. Tips are capped at 20% and expenses



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		should follow IRS guidelines regarding travel.
Staff Training (Local or On-Site)	\$3,750	Program-related training materials and registration fees. Transportation costs will be reimbursable for approved off-site training. (please see Staff Transportation Expense Types).
Total Other Direct Costs	\$7,292	
Sub-Total Program Costs	\$ 7,292	
Revenue	\$(57,500)	Medicaid Reimbursement to the Authority
Total Program Costs	\$7,292	
Indirect Costs		
Indirect Cost	\$ 23,361	Calculated at a rate up to 5% of Total Direct Costs.
Total Contract Amount	\$490,580	
DHS and DHHA have agreed that individual salary lines may be overspent as long as there are enough funds remaining in the total of all salaries to cover it.		

Contract Summary of Amounts:

Contract Version	Term	Previous Amount	Additional Amount	New Contract Total
Base	1/1/19-12/31/19		\$868,693	\$868,693
1st Amendment	1/1/20-12/31/20	\$868,693	\$865,032	\$1,733,725
2nd Amendment	1/1/21-6/30/21	\$1,733,725	\$479,032	\$2,212,757
3rd Amendment	7/1/21-12/31/21	\$2,212,757	\$490,580	\$2,703,337

