### **REVIVAL AND SECOND AMENDATORY AGREEMENT**

THIS REVIVAL AND SECOND AMENDATORY AGREEMENT is made between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (the "City"), and INTERNATIONAL MEDICAL RELIEF, a Colorado nonprofit, whose address is 500 East 8th Avenue, Denver, CO 80203 (the "Contractor"), jointly "the Parties" and individually a "Party."

**WHEREAS**, the Parties entered into an Agreement dated December 15, 2020, and an Amendatory Agreement dated January 29, 2021, to provide staffing to support people experiencing homelessness in response to the COVID-19 public health crisis for medical screening and triage at auxiliary shelter facilities. (the "Agreement"); and

**WHEREAS**, the Agreement expired by its terms on June 30, 2021, and rather than enter into a new agreement, the Parties wish to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend 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 and A-1 in the existing Agreement shall be amended to read Exhibits A, A-1, and A-2, as applicable. Exhibit A-2 is attached and will control from and after July 1, 2021.

2. Section 3 of the Agreement, titled "<u>TERM</u>," is amended to read as follows:

**"3.** <u>**TERM**</u>: The term of the Agreement ("Term") shall commence on October 3, 2020, and expire, unless sooner terminated, on December 3, 2021. 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."

**3.** Section 4.4.1 of the Agreement, titled "<u>Maximum Contract Amount</u>," is amended to read as follows:

"4.4.1. Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed Six Hundred Eighty-Seven Thousand Five Hundred Dollars (\$687,500.00) (the "Maximum Contract Amount"). The City is not obligated to execute an agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** or performed outside the Term are performed at the Contractor's risk and without authorization under the Agreement."

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

**5.** This Revival and Second 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.

6. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: Exhibit A-2, Scope of Work.

#### **REMAINDER OF PAGE INTENTIONALLY BLANK**

<b>Contract Control Number:</b>	HOST-202159580-02 / 202056653-02
Contractor Name:	INTERNATIONAL MEDICAL RELIEF

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

SEAL

### **CITY AND COUNTY OF DENVER:**

**REGISTERED AND COUNTERSIGNED:** 

ATTEST:

By:

**APPROVED AS TO FORM:** 

Attorney for the City and County of Denver

By:

By:

By:

#### **Contract Control Number: Contractor Name:**

#### HOST-202159580-02 / 202056653-02 INTERNATIONAL MEDICAL RELIEF

DocuSigned by: By:

Name:  $\frac{\text{Shauna King}}{(\text{please print})}$ 

Title: \_\_\_\_\_President and Founder (please print)

# ATTEST: [if required]

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



### I. Purpose of Agreement

The purpose of this contract agreement is to provide an award for **\$687,500.00** through the Department of Housing Stability ("HOST"). These funds will be provided to the International Medical Relief ("IMR" or "Contractor") to provide staffing to support people experiencing homelessness in response to the COVID-19 public health crisis. Such staffing will primarily be used to provide medical screening for symptoms of COVID-19 upon entry to auxiliary shelter facilities, currently located at the Denver Coliseum and Catholic Charities, Smith Road; as well as additional triage for those guests identified to be displaying concerning symptoms and needing further assessment or referral to testing. This screening and triage will serve to protect healthy congregate shelter guests from exposure to illness, as well as to serve to connect symptomatic shelter guests to appropriate resources.

#### II. Services

- **A.** The Contractor shall staff congregate shelter(s) with medical and mental health support 24/7.
  - 1. The Contractor's management will provide recruitment, onboarding, orientation, and training at the facility to manage and handle patients.
    - a. The Contractor will provide staffing to handle and manage resident needs as outlined in this Scope of Work.
    - b. Volunteer staff is fully credentialed and board certified, background checked, and on-boarded.
  - 2. The Contractor will provide sustainable continuing medical education to all residents on these tasks include ADLs (activities of daily living) including showers, movement, de-escalation of behavioral health, proper disinfecting and disposal of bodily fluids during a patient's acute illness.
    - a. The Contractor will help develop a social plan for care and can help the resident find appropriate sustainable resources.
    - b. The Contractor will build health literacy. Patients will be educated on current medical issues, how to navigate the healthcare system while monitoring patients for escalating mental and medical health issues.
  - 3. The Contractor will assess for COVID-19 symptoms.
  - 4. The Contractor will procure and distribute:
    - a. medications for acute conditions.
    - b. health/oral hygiene and first aid supplies as requested by the City.
  - 5. The Contractor will procure and utilize necessary medical equipment and supplies to the treatment of the most vulnerable.



- **III.** Roles and Responsibilities for both parties
  - A. Contractor Roles:
    - 1. Contractor will provide staffing in accordance with the scope of work for shelters for the duration set forth in the term, in accordance with the scope of work for screening, triage and referral.
    - 2. Triage, assess, and complete activities of daily living (ADL's)
    - 3. Collaborate with shelter providers to turn over care of vulnerable population
    - 4. Perform temperature screens and hand sanitation activities at all mealtimes
    - 5. Help facilitate connecting guests to Rocky Mountain Human Services for assessments for care for guests with disabling conditions that significantly impact their abilities to care for themselves in activities of daily living.
  - **B.** City Roles:
    - 1. HOST will coordinate services between the Contractor and auxiliary shelter providers.
    - 2. HOST will partner with the Contractor and auxiliary shelter providers to develop protocols for referrals to screening, triage, and referral at auxiliary shelters.
    - 3. City and HOST recognize and acknowledge that the Contractor is providing its own volunteer staff for the purposes of this contract agreement.

#### IV. Process and Outcome Measures

#### A. Process Measures

1. To increase health outcomes and health literacy of vulnerable populations in Denver, the Contractor will deliver medical and mental health triage, assessment, education, and referrals to resources

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

- 1. Daily utilization:
  - a. Number of individuals served per day
    - a. Data Source: Weekly report
    - b. Measure: number of households served each week

# V. Performance Management and Reporting

#### A. Performance Management

Monitoring will be performed by the program area and other designated City 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.

Exhibit A-2 HOST - 202159580-02 (Parent contract HOST-202056653-02)



- 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 program area and other designated City staff, will provide performance monitoring and reporting reviews, City 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

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

Report	Description	Frequency	Reports to be sent to:
Weekly Report	Report shall demonstrate number of individuals served and the associated services.	End of the month broken out by week	Attached to monthly invoice

# VI. Budget

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

Invoices shall be submitted to HOST at <u>hostap@denvergov.org</u> or by US Mail to:

Attn: Department of Housing Stability Financial Services Team 201 W. Colfax Ave. Denver, CO 80202



Contractor:	International Medical Relief 10/03/2020 - 12/3/2021 HOST- 202159580 - 02			
Term:				
Contract Number:				
Program				
<b>Budget Categories</b>	Budgeted Amount		Narrative	
Shelter Costs	Weekly Fee	Total by location		
Coliseum Men's Shelter	\$10,000.00	\$600,000.00	Weekly fee is payable upon receipt of the weekly report attached to the invoice	
Women's Emergency Shelter	\$7,500.00	\$30,000.00	Weekly fee is payable upon receipt of the weekly report attached to the invoice	
Non- FEMA Funding				
Staff Support	\$2500.00	\$57,500.00	Weekly fee is payable upon receipt of the weekly report attached to the invoice. 1 Medical Technician to provide services at overnight shelter.	
Total \$687,500.00				