

UNIVERSITY OF COLORADO SCHOOL OF MEDICINE
PREVENTION RESEARCH CENTER FOR FAMILY AND CHILD HEALTH

DYADIC ASSESSMENT OF NATURALISTIC CAREGIVER-CHILD EXPERIENCES TOOL
EDUCATION AND LICENSE AGREEMENT

THIS Agreement is between the **Secretary of State for Health and Social Care**, acting as part of the Crown, 39 Victoria St, Westminster, London SW1 0EU (“**DHSC**”) and the **Regents of the University of Colorado, a body corporate, for and on behalf of the University of Colorado Anschutz Medical Campus, DANCE Program** (“**DP**”).

WHEREAS, the **DP** has developed a measure of dyadic interaction designed to be used by health professionals to assess and support the interaction between a caregiver and his or her child, known as the Dyadic Assessment of Naturalistic Caregiver-child Experiences (the “**DANCE Tool**”), as well as a curriculum to educate health professionals to use the **DANCE Tool** in their home visitation practices; and

WHEREAS, **DHSC** desires and intends to contract with the **DP** for the purpose of obtaining education in the use of the **DANCE Tool**, as well as licenses for its employees and independent contractors to use the **DANCE Tool** and the written materials developed by the **DP** to implement the **DANCE Tool**, to allow **DHSC** to implement the **DANCE Tool** as part of its nurse home visitation program; and

WHEREAS, **DHSC** and the **DP** intend to remain in a contractual relationship for the period described in Section IV herein, so long as funding is available to both **DHSC** and the **DP** for this purpose; and

WHEREAS, **DHSC** intends that its employees and independent contractors who participate in its nurse home visitor program may participate in the education and become licensed to use the **DANCE Tool**. Each such employee or independent contractor who participates in the program shall be referred to herein as a “Participant.”

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, **DHSC** and the **DP** agree as follows.

I. DEFINITIONS

a. “**DANCE Fundamentals Education Program** (“**DANCE Fundamentals**”) is a curriculum to train health professionals to use the **DANCE Tool** in their home visitation practices.

b. “**Authorized User**” is a health professional that serves in the **DHSC’s** nurse home visitor program who has successfully achieved proficiency in using the **DANCE Tool** upon completion of **DANCE Fundamentals** and is eligible to use the **DANCE Tool** and maintains proficiency status.

- c. “Annual Reassessment” is the demonstration of proficiency by an Authorized User on an annual or biennial basis. Reassessment is fully described in Section III (c).
- d. “Participant” is a health professional that serves in the **DHSC’s** nurse home visitor program who is a participant in DANCE Fundamentals or who has participated in DANCE Fundamentals but has not yet achieved proficiency in using the DANCE Tool.
- e. “DANCE Tool Materials” consist of the DANCE Coding Manual, the DANCE Coding Sheet, the DANCE Integration Materials, and other copywritten documents.
- f. Other capitalized terms shall have the meanings as defined in the Agreement.

II. SERVICES

- a. The **DP** agrees to:
 - 1. Provide DANCE Fundamentals as described in Appendix A, DANCE Education, according to the fees described in Appendix B, Fee Structure and Schedule.
 - 2. Provide proficiency testing of each Participant during DANCE Fundamentals.
 - 3. Report each Participant’s proficiency test results to the Participant, and **DHSC**.
 - 4. Provide technical assistance for Participants who complete all course activities and do not reach proficiency during DANCE Fundamentals. Technical assistance will include DANCE Educator support and access to DANCE Tool Materials according to the individualized support plan.
 - 5. Provide practice opportunities and annual or biennial online proficiency tests for DANCE Authorized Users while they hold an active Authorized User License.
 - 6. For those Authorized Users who do not achieve proficiency upon completion of Annual Reassessment, **DP** will provide coaching and re-testing in alignment with the then-current process.
 - 7. Provide consultation/planning support by email, phone or video conference for DANCE education, implementation, and integration. Calls/video conferences will occur at mutually agreed upon dates and times. Consultation provided by **DP** staff will be charged as described in Appendix B.

b. DHSC agrees to:

1. Identify Participants for each DANCE Fundamentals course and communicate Participant information to **DP**.
2. Ensure Participants who participate in DANCE Distance Courses have access to on-line resources as described in Appendix C, Technology Requirements.
3. Limit use of the DANCE Tool and DANCE Tool Materials in practice solely to licensed Authorized Users of the DANCE Tool and DANCE Tool Materials, as defined in Section III(b) of the Education and License Agreement.

III. LICENSE

a. The **DP** hereby grants to **DHSC** a non-exclusive, limited license to use the DANCE Tool and DANCE Fundamentals Course Materials solely for purposes of completing DANCE Fundamentals and for no other purpose. The **DP** additionally grants to **DHSC** on behalf of any Participants who do not reach proficiency during DANCE Fundamentals, a non-exclusive, limited license to use the DANCE Tool and DANCE Tool Materials, as well as access to and permission to use the content and materials contained in or on the DANCE website or other **DP** sponsored electronic platform, for a period specified in the individualized support plan following completion of DANCE Fundamentals for purposes of completing additional education in order to reach proficiency in using the DANCE Tool, which license shall terminate as to each such Participant after completion of DANCE Fundamentals or at the time he or she achieves proficiency, whichever is earlier.

b. The **DP** agrees that it shall provide to **DHSC** on behalf of each Participant who successfully achieves proficiency in using the DANCE tool upon completion of DANCE Fundamentals (each an "Authorized User") a one-year, non-transferable, non-exclusive license to use the DANCE Tool and the DANCE Tool Materials as part of his or her nurse home visitation practice. In addition, the license to **DHSC** for each Authorized User shall include a non-exclusive, non-transferable license to access the **DP's** DANCE website or other **DP** sponsored electronic platform and a non-exclusive, non-transferable license to use any of the content and materials contained in or on such electronic platform as part of the Authorized User's nurse home visitation practice. **DHSC** shall be responsible for ensuring that Authorized User accepts the same licensed terms and conditions as apply to **DHSC's** license. Any such license shall only become effective upon acceptance of the license terms and conditions by the Authorized User.

c. Upon the expiration of the initial term of any license agreement granted under Section III(b) above or any subsequent renewal period, the license agreement shall renew for an additional one-year period upon successful completion of Annual Reassessment by the Authorized User, payment of the then-current license fee, and acceptance of the then-current license terms and conditions by the Authorized User. After the third Annual Reassessment, the Annual Reassessment may occur every other year. **DP** reserves the right to change the renewal schedule as it sees fit.

d. Neither **DHSC** nor any Authorized User is permitted to alter, modify, or create derivative works from the DANCE Tool or any DANCE Tool Materials, or any other materials or content printed or downloaded from the DANCE website or other **DP** sponsored electronic platform without the express, written consent of the **DP**. The **DP** expressly reserves the right to immediately terminate any license agreement with any Authorized User or **DHSC** in the event this provision is violated.

e. The **DP** retains all title, right and interest to the DANCE Tool and DANCE Tool Materials and the materials and content on the DANCE website or other **DP** sponsored electronic platform. **DHSC** acknowledges that the DANCE Tool and DANCE Tool Materials and the materials and content on the DANCE website or other **DP** sponsored electronic platform are valuable, proprietary assets of the **DP**. **EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER DHSC NOR ANY OF ITS AUTHORIZED USERS SHALL MAKE ANY OTHER USE OF THE DANCE TOOL, DANCE TOOL MATERIALS, OR DANCE WEBSITE OR OTHER DP SPONSORED ELECTRONIC PLATFORM CONTENT.** Without limiting the generality of the foregoing and except as expressly authorized herein, neither **DHSC** nor any of its Authorized Users shall:

1. attempt to sell, transfer, assign, lend, sublicense or otherwise provide third parties rights to the DANCE Tool, DANCE Tool Materials, or DANCE website or other **DP** sponsored electronic platform content; or
2. allow any third parties to use the DANCE Tool Materials or allow third parties to use its credentials to access the DANCE website or other **DP** sponsored electronic platform content; or
3. attempt to offer for sale or sell education services related to the DANCE Tool or the DANCE Tool Materials;
4. alter, remove or modify any proprietary marks, images or terms of use included in or displayed as part of the DANCE Tool Materials or the DANCE website or other **DP** sponsored electronic platform.
5. No license, right or interest in any **DP** trademark, trade name or service mark is granted under this Agreement.

IV. AGREEMENT TERM AND TERMINATION

a. The Agreement is effective as of **April 16, 2024** and shall continue until **April 15, 2025**, unless this Agreement is earlier terminated as provided in this Agreement. This Agreement shall automatically renew for a period of **one year** unless either party gives notice thirty (30) days prior to the annual anniversary date of April 1. This renewal may occur for a further 12 months (1) times before this contract terminates on **April 15, 2026**.

b. Notwithstanding the provisions of the above paragraph, either party may terminate this agreement, or any Scope of Work (SOW), immediately upon written notice upon the happening of any of the following:

1. Funding for the services to be performed under this contract is terminated or curtailed.
2. Either party becomes bankrupt, insolvent or makes an assignment for the benefit of creditors.

c. **DHSC** may terminate this Agreement, or any SOW, within thirty (30) days prior to the scheduled start date of a DANCE Fundamentals course upon written notice to the **DP**. If **DHSC** terminates this Agreement, or any SOW, within thirty (30) days of the start date of a DANCE Fundamentals Course, **DHSC** shall be obligated to pay the **DP** for all non-cancelable obligations incurred. Payment shall be due within thirty (30) days of cancellation.

d. **DHSC** may terminate this Agreement, or any SOW, between thirty (30) and eight (8) days prior to the scheduled start date of a DANCE Distance Course upon written notice to the **DP**. If **DHSC** terminates this Agreement, or any SOW, between thirty (30) and eight (8) days prior to the start date of a DANCE Distance Course, **DHSC** shall be obligated to pay the **DP** for all non-cancelable obligations incurred plus one half of the DANCE Fundamentals fee as indicated in Appendix B. Payment shall be due within thirty (30) days of cancellation.

e. **DHSC** may terminate this Agreement, or SOW, within seven (7) days prior to the scheduled start date upon written notice to the **DP**. If **DHSC** terminates this Agreement, or SOW within seven (7) days of the start date of DANCE Fundamentals, **DHSC** shall be obligated to pay the **DP** the entire DANCE Fundamentals fee as indicated in Appendix B. Payment shall be due within thirty (30) days of cancellation.

f. The 1st Year License fee of Participants who cancel enrollment or do not reach proficiency will be credited or refunded to **DHSC** if charged.

g. Subsequent to the completion of DANCE Fundamentals, **DHSC** may terminate this Agreement and the licenses granted under Section III(b) upon thirty (30) days' written notice to the **DP**.

h. The **DP** may terminate this Agreement, any SOW, and any license granted under this Agreement for any material breach of the Agreement or any license terms and conditions by **DHSC** or any employee or independent contractor of **DHSC**, provided the **DP** provides written notice of the breach and thirty (30) days from receipt of such notice to correct the breaching conditions as described in the notice. Notwithstanding the foregoing, the **DP** reserves the right to terminate this Agreement, SOW, and any license agreement granted under this Agreement immediately as set forth in Sections III(a) and (b) and (c).

i. Termination of this Agreement shall not relieve the parties of any obligation accruing prior to such expiration or termination. **DHSC's** payment obligations for services previously rendered by the **DP** shall survive the termination of this Agreement. Sections IV, IX, X and XIII shall survive termination of this Agreement and shall be binding upon the parties' respective successors and permitted assigns.

V. COMPENSATION

a. Services. For the services provided under Section II and for the licenses granted under Sections III(a), **DHSC** shall pay the **DP** the education fees as set forth in Appendix B, which is attached hereto and incorporated herein by reference.

b. Individual User License. For the licenses that shall be provided to each Participant under Section III(b), **DHSC** shall pay the **DP** the licensing fee sum as set forth in Appendix B. In the event that any Participant fails to become proficient in using the DANCE tool upon completing the education program, the **DP** shall reimburse or credit the amount of the license fee for any such license that is not granted.

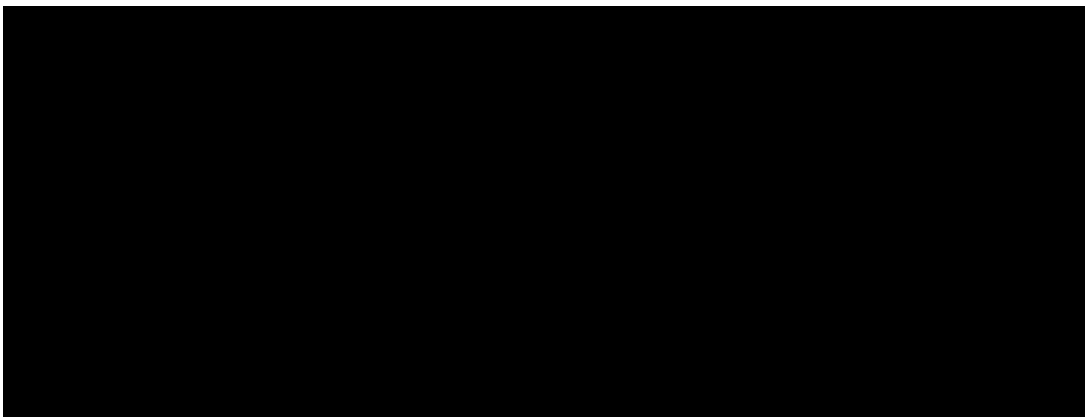
c. Consultation. For the services under Section II(a), **DHSC** shall pay the **DP** an hourly consultation fee as set forth in Appendix B.

VI. PAYMENT

Payments shall be made electronically via “U.S. Dollar Wire” as instructed herein. The bank sending the wired payment should reference The DANCE Program, Prevention Research Center for Family and Child Health. Any transaction fee associated with currency exchange from GBP to USD and any wire fee will be paid by **DHSC**.

Wire Instructions

Wire (“U.S. Dollar Wire”) transactions are usually one-of-a-kind payments. They generally have a direct cost to the sender. They can take a minimum of 1-2 business days to clear when the wire is sent to the U.S. from outside the country. All wires sent internationally to the Regents of the University of Colorado are processed through the Wells Fargo Bank in San Francisco, CA.



VII. INDEPENDENT CONTRACTOR

The parties hereby acknowledge that they are independent contractors, and nothing contained in this Agreement shall be construed or implied to create an agency, joint venture, or partnership between the parties hereto, and neither party shall have any authority by virtue of this Agreement to contract or otherwise act on behalf of the other. Neither party shall represent itself as an agent of the other.

VIII. NOTICE

Unless otherwise stated in this Agreement, all notices or other communications shall be in writing and shall be deemed to have been given at the time of mailing (if sent by certified mail, first-class postage prepaid), at the time transmitted (if sent by facsimile) or at the time of delivery (if hand delivered). All notices shall be sent to the parties at the following addresses or at such other address as either party may designate in writing:

For the **DP**:

[REDACTED]

[REDACTED]

For **DHSC**

[REDACTED]

[REDACTED]

IX. LIABILITY AND INSURANCE

a. The **DP** shall be responsible for the negligent acts and omissions of its officers, agents, employees and representatives with respect to its obligations under this Agreement. Notwithstanding anything in this Agreement to the contrary, however, the parties hereto understand and agree that liability for claims and injuries to persons or property arising out of the negligence of the **DP**, its departments, officials and employees is controlled and limited by the provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq.*, as amended. Any provision of this Agreement, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the **DP** and the State of Colorado to the above cited laws. It is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this Agreement shall be construed as an express or implied waiver by the **DP** of its governmental immunity or of the governmental immunity of the State of Colorado, as an express or implied acceptance by the **DP** of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq.*, as a pledge of the full faith and credit of the State of Colorado, or as the assumption by the **DP** of a debt, contract or liability of **DHSC** in violation of Article XI, Section 1 of the Constitution of the State of Colorado.

b. WHILE THE DANCE TOOL HAS BEEN TESTED AND VALIDATED AS A RELIABLE MEASURE OF CAREGIVER-CHILD DYADIC INTERACTION, **DHSC** ACKNOWLEDGES AND AGREES THAT THE DANCE TOOL AND DANCE TOOL MATERIALS ARE PROVIDED AS TOOLS TO AID A HEALTH PROFESSIONAL IN MAKING DETERMINATIONS REGARDING CAREGIVER-CHILD RELATIONSHIPS AND ARE NOT INTENDED TO AND SHOULD NOT BE USED AS A SUBSTITUTE FOR AN INDIVIDUAL'S PROFESSIONAL JUDGMENT IN ANY PARTICULAR SITUATION. **DHSC** AND ITS AUTHORIZED USERS ARE RESPONSIBLE FOR INDEPENDENTLY REACHING ANY JUDGMENT REGARDING ANY CAREGIVER-CHILD RELATIONSHIP NOTWITHSTANDING ANY USE OF THE DANCE TOOL, DANCE TOOL MATERIALS, OR DANCE WEBSITE. AS SUCH, THE **DP** EXPRESSLY DISCLAIMS ANY LIABILITY FOR CLAIMS ARISING FROM **DHSC'S** OR ANY AUTHORIZED USERS' USE OF THE DANCE TOOL, DANCE TOOL MATERIALS, OR DANCE WEBSITE.

c. To the full extent allowed by law, **DHSC** shall indemnify and hold the **DP** harmless with respect to any and all claims by third parties in any way arising out of **DHSC's** use of the DANCE Tool, DANCE Tool Materials, and DANCE website, or the use of the DANCE Tool, DANCE Tool Materials, and DANCE website by its employees and independent contractors.

d. Notwithstanding the foregoing, in no event shall either party be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for loss of profits, revenue, or loss or inaccuracy of data, or any indirect, incidental, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages.

e. No liability hereunder shall result to a party by reason of delay in performance caused by force majeure, which is circumstances beyond the reasonable control of the party, including, without limitation, acts of God, fire, flood, war, civil unrest, or shortage of or inability to obtain material and equipment.

f. The **DP** will at its own expense, procure and maintain a policy or policies of insurance during the term of this Agreement. The policy or policies of insurance required are standard Workers' Compensation insurance, and disability insurance, if required by law; and general liability insurance (including, without limitation, contractual liability) with single limits of liability in the amount of \$1,000,000 per occurrence, and \$3,000,000 aggregate coverage; automobile liability insurance in the amount of \$1,000,000 with a minimum of \$1,000,000 each occurrence, bodily injury, and property damage. The **DP** warrants and represents that it self-insures for general liability insurance in amounts greater than \$1 million for the protection of itself and its employees, which self-insurance program shall provide coverage in accordance with the limits of the Colorado Governmental Immunity Act (C.R.S. §§ 24-10-101 through 24-10-120). The **DP** will be responsible for providing workers' compensation and liability coverage for all residents/fellows subject to the provisions of §§ 8-40-101 *et seq.* C.R.S. (the Colorado Workers' Compensation Act).

Original certificates evidencing such coverage shall be delivered to **DHSC** before final execution of this Agreement.

The **DP** certifies that no medical professionals or other medical personnel shall be involved in the performance of the services described herein.

If any required insurance coverage contains aggregate limits or applies to other operations of the **DP**, outside of those required by this Agreement, the **DP** shall provide **DHSC** with prompt written notice of any incident, claims settlement, or judgment against that insurance which diminishes the protection of such insurance affords **DHSC**. The **DP** shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

X. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE **DP** MAKES NO REPRESENTATION OR WARRANTY EITHER EXPRESS OR IMPLIED OF ANY KIND, INCLUDING AS TO MERCHANTABILITY OR THE ADEQUACY OR SUITABILITY OF THE DANCE TOOL OR DANCE TOOL MATERIALS FOR ANY PARTICULAR PURPOSE OR TO PRODUCE ANY PARTICULAR RESULT.

XI. AMENDMENTS

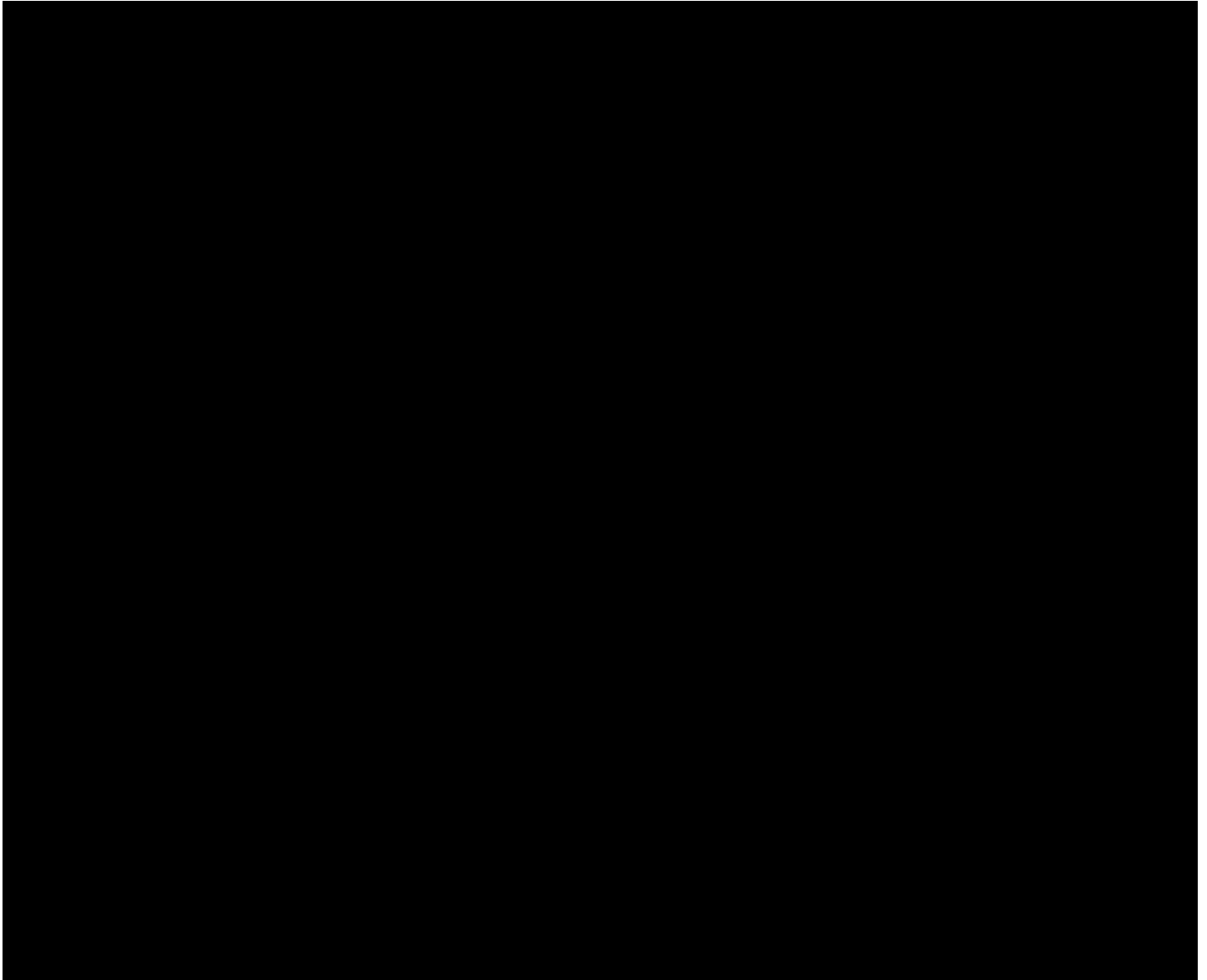
Any amendments hereto shall be in writing and signed by **DHSC** and the **DP**.

XII. NO ASSIGNMENT

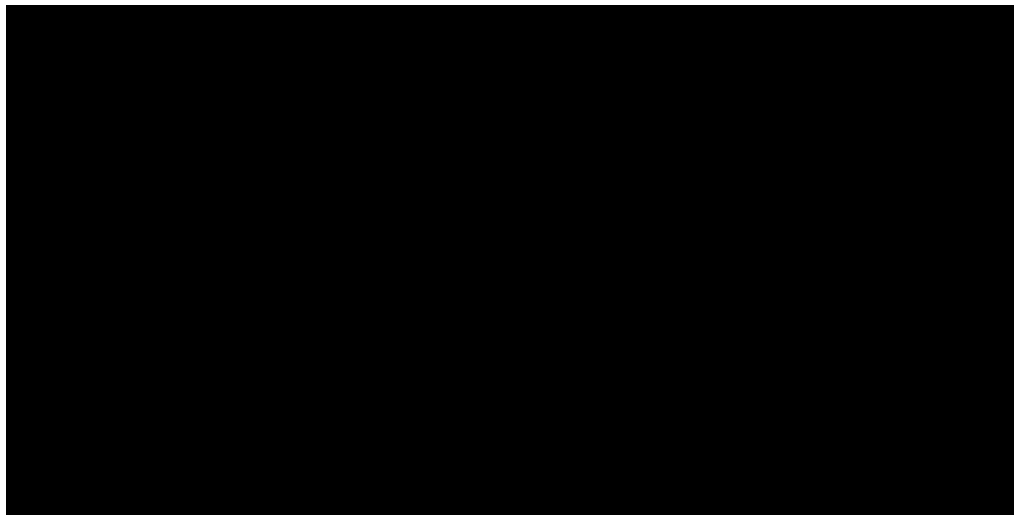
Neither this Agreement, nor any interest or right in the Agreement, nor any powers, privileges, duties or obligations under this Agreement may be assigned, transferred or delegated without the prior written consent of the other party, and any purported assignment, transfer or delegation without such consent shall be of no force and effect.

XIII. MISCELLANEOUS

This Agreement contains the entire understanding and agreement between the parties respecting the subject matter hereof. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind. This contract shall be interpreted and evaluated through the application of Colorado, United States law.







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APPENDIX A

DANCE EDUCATION

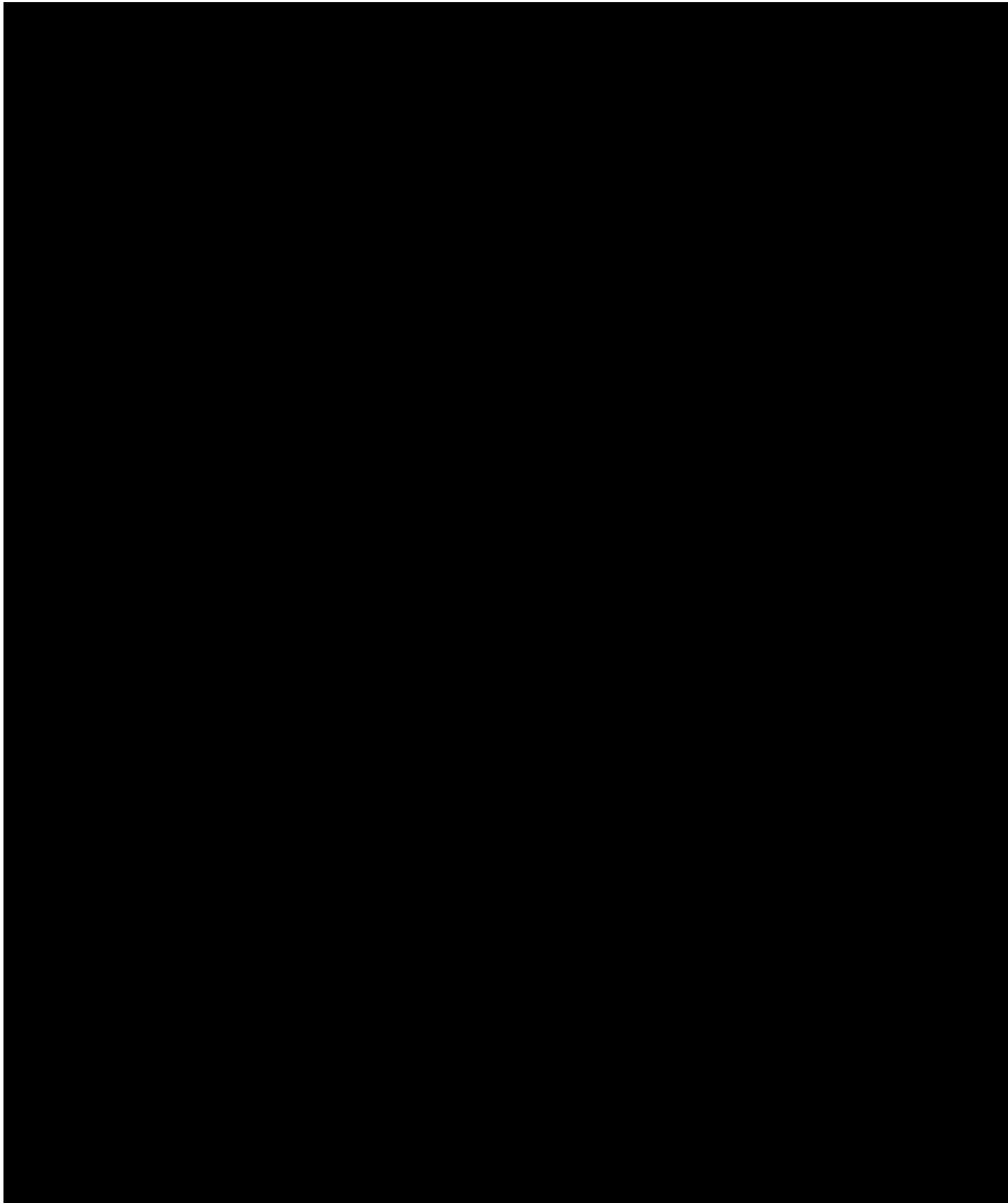
The DANCE Fundamentals Education Program is provided through an authorized in-person education sessions or authorized online courses.

DANCE courses are conducted by Licensed DANCE Educators. Coursework may consist of informational videos, assignments, quizzes, and other resources. The course includes independent study and may include conference calls/web conferences, and email communications.

DANCE courses will occur on dates that are mutually acceptable to both the **DP** and **DHSC**.

For each DANCE course, **DHSC** will provide **DP** with the final number of learners by the course census date, specified in the course confirmation. **DHSC** will be charged the education fee for the number of learners as of the census date, regardless of participation or outcome.

DP will provide specifications for Participants' DANCE manuals. **DHSC** will generate and distribute DANCE manuals to Participants according to specifications or will request permission from **DP** to use digital manuals.



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APPENDIX C

TECHNOLOGY REQUIREMENTS

The DANCE Distance Course takes place online and through web conference calls. The course is managed through the University of Colorado – Anschutz Medical Campus and uses three web-based platforms to support learning: Canvas (learning management system); Zoom (web conferencing); and REDCap (data collection/management system).

Basic Computer Specification for Canvas

Below is a list of basic computer system requirements for Canvas. We recommend that you use the most up-to-date versions available.

For best performance, Canvas should be used on the current or first previous major release of Chrome, Firefox, Edge, or Safari (it will not run on Internet Explorer). Because it's built using web standards, Canvas runs on Windows, Mac, Linux, iOS, Android, or any other device with a modern web browser.

More information about basic computer specifications can be found at:

<https://guides.instructure.com/m/67952/l/720329-what-are-the-browser-and-computer-requirements-for-canvas>

Screen Size

Canvas is best viewed at a minimum resolution of 800x600, which is the average size of a notebook computer. If you want to view Canvas on a device with a smaller screen, we recommend using the Canvas mobile app, which you can find in the app store on your mobile device.

Computer Operating Systems

Canvas only requires an operating system that can run the latest compatible web browsers. Your computer operating system should be kept up to date with the latest recommended security updates and upgrades.

Computer Speed and Processor

- 1 Use a computer 5 years old or newer when possible
- 1 At least 1GB of RAM
- 1 At least 2GHz processor

Internet Speed

- 1 Along with compatibility and web standards, Canvas has been carefully crafted to accommodate low bandwidth environments.
- 1 Minimum of 512kbps

Supported Web Browsers

Canvas supports the current and first previous major releases of the following browsers:

- 1 **Chrome**
- 1 **Firefox** ([Extended Releases](#) are not supported*)
- 1 **Edge**
- 1 **Respondus Lockdown Browser** (supporting the latest [system requirements](#))
- 1 **Safari** (Macintosh only)

We highly recommend updating to the newest version of your selected browser.

Additional Computer Components

In addition to the specifications above, the following components are required for the DANCE Distance Course:

- 1 **Speakers:** Built into the computer or plugged in externally. Some individuals find it helpful to use headphones or earbuds to hear the videos used in the course.
- 1 **Microphone or speaker phone:** Built into the computer or a headset, speaker phone, or earbuds with a microphone feature plugged into the computer. If you will be joining the course web conference calls as a group, you will need to have a microphone that allows multiple users (i.e., not headsets or earbuds) or a speaker phone. Course web conference calls will be conducted through Zoom.
- 1 **Access to REDCap:** REDCap is a secure web application designed to collect data for research, clinical and education projects. Learners can test their access to REDCap by clicking on the following link or cutting and pasting the URL into a web browser: <https://redcap.link/testpage>
- **Access to Zoom:** Zoom is a web-based video conferencing platform that is integrated into Canvas and also operates as a stand-alone application. We will be using Zoom to host our group conference calls. Following are the system requirements for Zoom: <https://support.zoom.us/hc/en-us/articles/201362023-System-Requirements-for-PC-Mac-and-Linux>. The requirements align with those listed above. You can test your computer's access to Zoom by clicking on the following link: <https://zoom.us/test>
- 1 **Webcam (strongly recommended but not required):** If your computer does not have a built-in webcam, you can purchase an external webcam. Many webcams connect via USB and require an initial software download.
- 1 **Printing Capabilities:** In the event that you need additional hard copies of course materials or would like to print any of the resource materials, you will need access to a printer or printing services.