

A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **MENTAL HEALTH CENTER OF DENVER**, a Colorado nonprofit corporation whose address is 4141 E. Dickenson Place, Denver, Colorado 80222 (the “Contractor”), jointly (“the Parties”).

The Parties agree as follows:

1. COORDINATION AND LIAISON: The Contractor shall fully coordinate all services under the Agreement with the Executive Director of Public Health and Environment, (“Executive Director”) or, the Executive Director’s Designee.

2. SERVICES TO BE PERFORMED:

a. As the Executive Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A, Scope of Work**, to the City’s satisfaction.

b. The Contractor is ready, willing, and able to provide the services required by this Agreement.

c. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

3. TERM: The Agreement will commence on **January 1, 2022** and will expire on **December 31, 2022** (the “Term”). The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.

4. COMPENSATION AND PAYMENT:

a. Budget. The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement the line item amounts set forth in the budget contained in **Exhibit B**. Amounts billed may not exceed the budget set forth in **Exhibit B**.

b. Reimbursable Expenses: There are no reimbursable expenses allowed under the Agreement. All of the Contractor's expenses are contained in the budget in **Exhibit B**.

c. Invoicing: Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **ONE MILLION THREE HUNDRED NINETY-ONE THOUSAND FIVE HUNDRED EIGHTY-ONE DOLLARS AND NO CENTS (\$1,391,581.00)** (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 Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in Exhibit A are performed at Contractor's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this 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.

5. 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 Directors of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

6. TERMINATION:

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.

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, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly 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".

7. **EXAMINATION OF RECORDS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

8. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

9. 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, including any extension thereof, and during any warranty period. 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 require 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. 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 may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the

City's contract number be referenced on the certificate of insurance. 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 (if required), Contractor and subconsultant's insurer(s) shall include 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 this Agreement, with the exception of Professional Liability, Contractor's insurer shall waive subrogation rights against the City.

e. **Subcontractors and Subconsultants**: Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.

f. **Workers' Compensation and 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.

g. **Commercial General Liability**: Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Policy shall not contain an exclusion for sexual abuse, molestation or misconduct.

h. **Automobile Liability**: Contractor shall maintain Automobile Liability with minimum 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 (Errors & Omissions):** 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. **Cyber Liability:** Contractor shall maintain Cyber Liability coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. If Claims Made, the policy shall be kept in force, or a Tail policy placed, for three (3) years.

10. DEFENSE AND INDEMNIFICATION:

a. Contractor 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 Contractor 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. Contractor’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. Contractor’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. Contractor 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 Contractor under the terms of this indemnification obligation. The Contractor 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.

11. **TAXES, CHARGES AND PENALTIES:** 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.

12. **ASSIGNMENT; SUBCONTRACTING:** The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized 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 any subconsultant, subcontractor or assign.

13. **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.

14. **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.

15. 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 Denver Revised Municipal Code.

16. 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 of it 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.

17. 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. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be 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. A conflict of interest 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 if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

18. NOTICES: All notices required by the terms of the Agreement 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:

Executive Director of Public Health and Environment or Designee
101 W. Colfax Avenue, Suite 800
Denver, CO 80202

With a copy of any such notice to:

Denver City Attorney's Office

1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. 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.

19. NO EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATION 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) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

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

(3) It will 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 a worker without authorization to perform work under this Agreement.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required 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 this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also 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 worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(6) It will comply with a 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.

c. The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any 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 the Contractor from submitting bids or proposals for future contracts with the City.

20. DISPUTES: All disputes between the City and Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.

21. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

22. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration

status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

23. COMPLIANCE WITH ALL LAWS: Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

24. 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.

25. 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 any provisions of the Agreement were prepared by a particular party.

26. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

27. INTELLECTUAL PROPERTY RIGHTS: The City and Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, 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 form and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. 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 (by this Agreement) 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 rights in perpetuity.

28. 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.

29. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor’s advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

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 Executive Director.

b. The Contractor agrees to comply with all applicable state and federal laws protecting the privacy or confidentiality of any and all Client Data, including protected health information, or other protected information, and to comply with all requirements contained in the attached **Exhibit D**.

(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 Executive Director.

(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 Executive Director; (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.

c. Open Records: The parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, C.R.S. § 24-72-200.1–205.5 (2019), 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. CITY EXECUTION OF AGREEMENT: The Agreement will not be 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.

32. 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, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. 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.

33. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A 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 contract personnel being barred from City facilities and from participating in City operations.

34. 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 under the Agreement, 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.

Exhibit List

Exhibit A – Scope of Work.

Exhibit B – Budget.

Exhibit C – Certificate of Insurance.

Exhibit D – HIPAA/HITECH.

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Contract Control Number: ENVHL-202160835-00
Contractor Name: MENTAL HEALTH CENTER OF DENVER

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

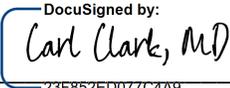
By:

By:

By:

Contract Control Number:
Contractor Name:

ENVHL-202160835-00
MENTAL HEALTH CENTER OF DENVER

By: 
23F852ED077C4A9...

Name: Carl Clark, MD
(please print)

Title: President and CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A
SCOPE OF WORK AND BUDGET
Mental Health Center of Denver

- I. The contract languages that you have reviewed are standard languages we applied on most of our department's contracts
- II. Purpose of Agreement
The purpose of the Support Team Assisted Response (STAR) Program is to facilitate the City of Denver's and Mental Health Center of Denver's (MHCD) efforts to provide response vehicles with Paramedics (or EMT, under supervision) and a Licensed Behavioral Health Clinicians (or Unlicensed, under supervision) to low-risk behavioral health calls to de-escalate and connect residents in distress with appropriate services. STAR provides a broad range of no-cost services such as providing information and referrals, crisis intervention, counseling, transportation solutions, and social service needs.
- III. Services
 - A. The Office of Behavioral Health Strategies (OBHS), on behalf of the City, wishes to contract with MHCD to co-manage the STAR Program with Denver 911.
 - B. The STAR Program will:
 1. Provide crisis de-escalation, connection, and system navigation for anyone utilizing the STAR dedicated phone number or 911.
 2. Assist in supporting client self-identified needs. This includes:
 - a. Access to low barrier treatment options
 - b. Reconnection to service providers or safe locations identified by the client
 - c. Transport to identified supports as needed
 - d. Additional case management support can be utilized to tap into support and system navigation post crisis
 3. Deploy response teams that include, but are not limited to, a Paramedic (or EMT, under supervision) and a Licensed Behavioral Health Clinician (or Unlicensed, under supervision).
 4. Work toward the creation of community engagement activities that will:
 - a. Provide real-time assistance to engaging clients effectively
 - b. Provide linkages to short-term support assistance and long-term follow-up care
 5. Be available for up to 24 hours daily (7 days per week) based on assessed need, but no less than 16 hours daily.
 6. Be responsible for the transportation needs of these teams.
 7. Provide STAR staff with training that includes best practices related to required activities of the team, including cultural responsiveness training specific to the target population, universal precautions, and biohazard waste disposal. DDPHE staff may review and recommend changes to training curriculum if they differ from recommended practices.
 8. Secure any protected health information resulting from service delivery according to applicable federal, state and local law and rules, with robust policies and procedures in place to maintain the confidentiality of protected health information.
 9. Deliver telehealth services via encrypted technology compliant with HIPAA.
 10. Have signed and dated confidentiality agreements for all staff and volunteers on file.
 11. Hold in confidence proprietary data or confidential information that may be owned or controlled by the City or may be owned or controlled by other governmental entities and is collected in the performance of services. Vendor may only use this data and confidential information for the performance of services. Vendor will be required to handle, maintain,



EXHIBIT A
SCOPE OF WORK AND BUDGET
Mental Health Center of Denver

and protect all such data or information in accordance with any applicable local, state or federal laws, rules or regulations that may apply.

12. Conduct formative and process evaluation as part of the ongoing activities of the program.

13. Bring the following values to the project:

- a. Culturally Responsive
 - A program that is culturally responsive will include responders and providers who share lived experiences and identify with Denver’s diverse population. In doing so, the program will be more trustworthy and responsible to the community that it serves.
- b. Linguistically Specific
 - A program that fosters the many languages that are spoken by the community it serves will ensure that people will trust and rely on the program to serve their needs.
- c. Holistic Care
 - Key to success for the STAR program is the recognition that the van itself is just one mechanism that lives within a continuum of care and support to people who are in crisis. Holistic care ensures connecting those in crisis with long-term support, services, and treatment to reduce repeat calls.
- d. Do No Harm
 - The STAR program shall commit to a “do no harm” approach. In addition, the STAR program itself will use a harm reductionist approach recognizing that not every crisis can be “resolved” in the moment, but rather navigated and creating trust with the person in crisis to help them continue through programs and services that meet their needs.
- e. Healthy De-Escalation
 - The STAR program will commit to de-escalation as a guiding principle of engaging with individuals and communities in crisis.
- f. Problem Resolution
 - The STAR program will be dedicated to identifying, navigating, and solving problems that they encounter through serving individuals in crisis.
- g. Healthy Outcomes
 - Much of what the program will respond to will be public health issues and social determinants of health. Because of that, the STAR program will be dedicated to improving the health of those they engage with as components of improving community health.
- h. Community Empowerment and Resilience
 - STAR will be dedicated to community empowerment and resilience through building trusted relationships and connecting people to services and support.
- i. Self Determination



EXHIBIT A
SCOPE OF WORK AND BUDGET
Mental Health Center of Denver

stakeholders on being able to bring their specific knowledge and understanding of the populations they serve to training of STAR staff.

3. The clinical manager performs 27-65 (M-1) evaluations, has a working knowledge of basic physical health issues and terminology, and, has at least three years of experience working with persons with severe and persistent mental illness, homelessness, and addiction.
4. The clinical manager is an employee of, and supervised by, MHCD and has a dual reporting function with MHCD and coordination with Department of Safety. The clinical manager fulfills and meets the requirement and responsibilities of the Clinical Manager Job Description and can perform all the roles and responsibilities of the MHCD clinicians. The clinical manager is required to be a Colorado licensed clinician, LCSW, LPC with a CAC II or III, or LAC, Spanish speaking is preferred. A criminal background check is required. The clinical manager must be able to work cooperatively with uniform DPD officers and other criminal justice and emergency responders. DPD and Crime Prevention and Control Commission (CPCC) may be consulted as part of the hiring process

F. Clinician Position Summary

1. Provides field-based behavioral health evaluations/problem identification, crisis interventions, system navigation and when needed short-term, pro-active engagement of individual previously contacted in the community. Develops short-term case/safety/crisis plan and provides interventions and connections to appropriate treatment with follow-up at disposition times.
2. Initiates follow-through for available benefit enrollment, as appropriate, as well as MHCD referral for enrollment when appropriate.
3. Transport and assist individuals in accessing needed connection to services where transportation may be the immediate barrier issue.
4. Educate and support communities unfamiliar with resources and community supports about available options. This can be done both from discussion and education as well as linkage to specific community supports.
5. Coordinates access to medication/primary physical needs of consumers with psychiatrists, nurses, and other health sources as available. Maintains accurate and timely clinical records and enters data and completes reports consistent with MHCD standards.
6. Possess knowledge of crisis intervention and trauma. Has the ability to provide brief crisis intervention and support in a trauma informed, client centered approach. Experienced in working with people with severe and persistent mental illness and consumers with high levels of substance misuse and homelessness. Possess knowledge of community resources. Has the ability to place consumer on a 27-65 (M-1) hold.
7. Possess knowledge of consumers' cultural, religious, ethnic, and social systems interactions, care planning and education. Has a working knowledge of basic physical health terminology and resources. Has skill in establishing a treatment alliance and engaging the customer in goal setting and prioritizing. Possess the ability to communicate effectively and work cooperatively with internal and external customers.



EXHIBIT A
SCOPE OF WORK AND BUDGET
Mental Health Center of Denver

8. Routinely consults, negotiates, and coordinates with internal and external resources to ensure collaborative efforts to maximize consumer outcomes and positive long term service supports. Demonstrates leadership in facilitating multidisciplinary communications and care meetings (i.e. care conference and rounds) and utilizes information to assess and reassess care needs.
 9. Clinicians are staff of MHCD but will work in conjunction with Denver 911, Denver Police, Denver Fire, Denver Sheriff, Co-Responder Units, Behavioral Health Solution Center, Walk-in-Crisis Center and other first responders to coordinate best outcomes and safety. Clinicians are required to be licensed in Colorado as LCSW, LPC with a CAC II or III, or LAC or Masters level working toward licensure. Clinicians are required to have at least three years of experience, Spanish speaking preferred. Clinicians must be able to work cooperatively with uniform DPD officers, Sheriff deputies, and other criminal justice and emergency responders. Criminal background check is required. DPD and CPCC may be consulted as part of the hiring process.
- G. MHCD Evaluator
1. Design data collection tools and protocols.
 2. Collect data through interviews, surveys, and focus groups with staff, people we serve, community members, and stakeholders in collaboration with 3rd party evaluator.
 3. Analyze both quantitative and qualitative data from internal and external sources in collaboration with 3rd party evaluator.
 4. Create presentations, documents, and Tableau dashboards for reporting and monitoring.
 5. Work with external stakeholders to advise, provide technical assistance, and implement data and evaluation reporting needs.
 6. Advise internal and external stakeholders on instrument development, evaluation and data reporting in collaboration with 3rd party evaluator.
 7. Work collaboratively with the STAR team to assist in using evaluation in strategy and decision-making processes.
- H. Denver Health STAR Supervisor
1. Overall system awareness (location and condition of vehicles and equipment, personnel, and other resources) and supporting the efficacy and success of system management. Be aware of current resources and manage their deployment. Have awareness of STAR system limitations and assist in managing the deployment of resources and staffing as needed.
 2. Supervision of Paramedics and EMTs to include scheduling, accident logs, and incident reports.
 3. Acts as key contact person to schedule students and training locations.
 4. Researches, collects, and organizes marketing materials for the Program.
 5. Manages and works in teams to ensure program implementation.
 6. Works with other participating agencies and is involved in allocating resources based on program needs.
 7. Maintains strong relationship with stakeholders to deliver resources as necessary.
 8. Participates in assigned departmental committees, meetings, and planning/work groups.
 9. Able to perform scope of work described for Denver Health STAR Paramedic and EMTs.
- I. Denver Health STAR Paramedic
1. Advanced Life Support
 2. Initiates BLS and ALS procedures in accordance with current standards/protocols



EXHIBIT A
SCOPE OF WORK AND BUDGET
Mental Health Center of Denver

3. Demonstrates a working knowledge of the Denver Health Paramedic Protocols.
 4. Demonstrates a working knowledge of the Paramedic Division's Policy.
 5. Orders Advanced Life Support resources as patient presentation requires.
 6. Provides appropriate patient care during Basic Life Support (BLS) and Advanced Life Support (ALS) patient encounters.
 7. Assists clinical social worker with various client interactions.
 8. In the event of a non-emergent 911 field response, performs assessment of scene to determine the need for auxiliary services such as fire and police department.
 9. Demonstrates an awareness of a changing environment and is able to identify hazards.
 10. Interacts with other personnel and ancillary services with the patient's best interests in mind.
 11. Maintains control of the vehicle at all times, allowing for the unpredictable responses of other drivers.
 12. Abides by standard traffic laws while driving in the non-emergency mode.
 13. Maintains due safety when parking the vehicle at the scene of request for STAR, and the use of emergency lighting while standing at such scenes.
 14. Follows safety, environmental, and infection control standards.
 15. Approaches all scenes and patients in a safe manner consistent with the environment and patient presentation.
 16. Uses all means available to diffuse a hostile and/or emotional situation.
 17. Demonstrates lifting techniques with a low likelihood for injury to self or peers.
 18. Utilizes "as clean as possible" techniques for invasive procedures and disposes of all contaminated materials and sharps in an approved method.
 19. Follows up with the appropriate resource in the event of exposure to potentially injurious substances.
 20. Ensures readiness of STAR van for service, checks mechanical equipment, performs routine preventive maintenance, tests biomedical equipment such as AED for electrical charge and function, checks medical supply stock levels and restocks as necessary.
 21. Inspects and reports any deficiencies to the vehicle braking system, vehicle lights and emergency equipment.
 22. Assures that all biomedical and communications equipment is functional.
 23. Assures that the vehicle is stocked with an adequate supply of medical supplies, and that dated supplies have not expired.
 24. Maintains a safe and aesthetically clean working environment.
 25. Is in service within 15 minutes of the beginning of the shift unless dispatch or a supervisor is notified.
 26. Provides support functions for the STAR program as needed.
 27. Assists with moving vans and other equipment to the appropriate repair facility as needed.
 28. Assess, order, and stock supplies.
 29. Assists in instruction, training and education at the EMT level for new employee STAR academy.
- J. Denver Health Star EMT:
1. Advanced Life Support
 2. Initiates BLS and ALS procedures in accordance with current standards/protocols
Demonstrates a working knowledge of the Denver Health Paramedic Protocols.
 3. Demonstrates a working knowledge of the Paramedic Division's Policy.
 4. Orders Advanced Life Support resources as patient presentation requires.



EXHIBIT A
SCOPE OF WORK AND BUDGET
Mental Health Center of Denver

5. Provides appropriate patient care during Basic Life Support (BLS) and Advanced Life Support (ALS) patient encounters.
 6. Assists clinical social worker with various client interactions.
 7. In the event of a non-emergent 911 field response, performs assessment of scene to determine the need for auxiliary services such as fire and police department.
 8. Demonstrates an awareness of a changing environment and is able to identify hazards.
 9. Interacts with other personnel and ancillary services with the patient's best interests in mind.
 10. Maintains control of the vehicle at all times, allowing for the unpredictable responses of other drivers.
 11. Abides by standard traffic laws while driving in the non-emergency mode.
 12. Maintains due safety when parking the vehicle at the scene of request for STAR, and the use of emergency lighting while standing at such scenes.
 13. Follows safety, environmental, and infection control standards.
 14. Approaches all scenes and patients in a safe manner consistent with the environment and patient presentation.
 15. Uses all means available to diffuse a hostile and/or emotional situation.
 16. Demonstrates lifting techniques with a low likelihood for injury to self or peers.
 17. Utilizes "as clean as possible" techniques for invasive procedures and disposes of all contaminated materials and sharps in an approved method.
 18. Follows up with the appropriate resource in the event of exposure to potentially injurious substances.
 19. Ensures readiness of STAR van for service, checks mechanical equipment, performs routine preventive maintenance, tests biomedical equipment such as AED for electrical charge and function, checks medical supply stock levels and restocks as necessary.
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 23. Maintains a safe and aesthetically clean working environment.
 24. Is in service within 15 minutes of the beginning of the shift unless dispatch or a supervisor is notified.
 25. Provides support functions for the STAR program as needed.
 26. Assists with moving vans and other equipment to the appropriate repair facility as needed.
 27. Assess, order, and stock supplies.
 28. Assists in instruction, training and education at the EMT level for new employee STAR academy.
- K. The STAR program staff will be required to be flexible in scheduling as the work requires non-traditional hours. MHCD will develop and present staffing and coverage pattern in coordination with the Denver 911.
- F. Additional MHCD Contractor Responsibilities
1. Ensure funds are only used to perform the work of STAR.
 2. Ensure and provide appropriate documentation, tracking, and billing of program expenses including all staff time cards reflecting actual time spent for purposes of this contract.



EXHIBIT A
SCOPE OF WORK AND BUDGET
Mental Health Center of Denver

3. Work with OBHS and other service providers to ensure appropriate data is collected and tracked.
 4. Document, track, analyze and report all appropriate data points according to the evaluation section and other measures as agreed upon as the program advances, including, but not limited to: client demographic data, assessment/screening data, benefits data, provider data, housing data, treatment data and hospital data when it is possible to gather this information in the midst of a crisis.
 5. Provide quarterly and final program report on client and program data collected as described above.
 6. Ensure appropriate documentation of services provided and case history In accordance with OBHS standards.
 7. Ensure supervision of MHCD staff and implementation of the STAR Program as designed.
 8. Track, report and charge all eligible services to applicable benefit plans and third-party payers as the primary payers. Only invoice OBHS for approved budgeted non-covered costs. Report total costs and amounts paid by other third-party payers, including insurance and Medicaid, as well as the amount billed to OBHS.
 9. Reimbursement from other payer sources may not be available if it is impossible for MHCD to collect required information in accordance with the payer's policies.
- IV. Process and Outcome Measures
- A. Process Measures
 1. Identify referral source to the STAR Program.
 2. Track crisis interventions which include transporting individuals to community resources.
 3. Track the number of people served and services provided during the contract term.
 4. Track the number of repeat crisis interventions with an individual.
 5. Track the types of referrals/solutions.
 6. Track if consumer followed through with referrals when that information is available.
 - B. Program Goals
 1. Increased connection to behavioral health services and community resources for those reached by STAR
 2. Provide more appropriate response for those individuals contacted by STAR and reduce police, fire department, and EMS calls for services
 3. Improved information sharing across systems and service providers involved in administering STAR
 4. Increased partnerships and collaboration with community-based leaders and groups
- V. Performance Management and Reporting
- A. Performance Management

Monitoring will be performed by the OBHS program area in the Community & Behavioral Health division of the Denver Department of Public Health & Environment (DDPHE). Performance will be reviewed for:

 1. Program and Managerial Monitoring of the quality of services being provided and the effectiveness of those services addressing the needs of the program.
 2. Contract and Financial Monitoring of:



EXHIBIT A
SCOPE OF WORK AND BUDGET
Mental Health Center of Denver

- a. Current program information to determine the extent to which contractors are achieving established contractual goals.
 - b. Financial systems and billings to ensure that contract funds are allocated and expended in accordance with the terms of the agreement. MHCD is required to provide all invoicing documents in accordance with invoicing requirements communicated to MHCD prior to the effective date of the contract. The Controller's Office will review the quality of the submitted invoice monthly.
 - c. There may be regular performance monitoring by program area and City leaders. Performance issues may be addressed by City leaders including from Denver 911 and the program area to develop interventions that will resolve concerns.
3. Compliance Monitoring may be conducted to ensure that the terms of the contract document are met, as well as Federal, State, and City legal requirements, standards and policies.

B. Reporting

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

Report Name	Description	Quarterly	Report to be sent to:
Quarterly Progress Report	Quarterly Progress Reports will be submitted to OBHS no later than the last day of the first month following the respective quarter. Note: Include current and historical data from previous quarters in order to provide trend information by reporting area. Some data may not be available from MHCD. If available, the report will include: <ol style="list-style-type: none"> 1. Client demographic data 2. Assessment/screening data 3. Benefits data 4. Provider data 5. Housing data 6. Treatment data and 7. Hospital data when available 8. Process measures listed in Section III.A.1-8 	Quarterly	OBHS@denvergov.org
Contract Summary Report	Report shall demonstrate all functions performed, and how services provided met the overall goals of this agreement. Other data will include total budget per line item, amount spend, and an explanation as to unspent funds, etc.	Contract end, within 45 days after term end	OBHS@denvergov.org



EXHIBIT A
SCOPE OF WORK AND BUDGET
Mental Health Center of Denver

VI. Revenue Sources and Billing

A. Revenue Sources

City general and supplemental funds, Caring for Denver Foundation, Medicaid, Medicare, Veterans Administration and other third-party benefit plans and/or programs are revenue sources. Funds provided by OBHS are intended to cover non-Medicaid covered costs associated with the program. Other benefit plans and programs should cover all or a portion of the costs. OBHS is the payer of last resort.

B. Billing

Many of the clinician staff services are eligible for Medicaid, Medicare or other third-party benefit plans. However, some services are non-covered services and therefore are not billable to any third-party payer. MHCD agrees to bill Medicaid, Medicare, or other third-party payer for all eligible services provided. The contract provides for a portion of staff-related costs for non-covered, non-reimbursable services. All invoices will report total costs, amounts billed and paid by insurance, and amounts billed to OBHS. MHCD will submit receipts and/or appropriate documentation for budget-approved expenses. Payment will be based on monthly invoice and appropriate backup documentation.

C. Invoices and reports shall be completed and submitted on or before the 30th of each month following the month services were rendered 100% of the time.

D. Invoices shall be submitted to OBHSinvoices@denvergov.org.

EXHIBIT B				
S.T.A.R. Expansion Community Support Services - Emergency Response				
January 1, 2022-December 31, 2022				
Contractor Name:		Mental Health Center of Denver		
ITEMS	Caring For Denver Fund	City Fund	Total Annually All Fund Budget	BUDGET NARRATIVE JUSTIFICATION
DIRECT COSTS				
<i>Staffing - Describe each position needed</i>				
Program Manager		\$70,635	\$70,635	1.0 FTE Assistant Program Manager
Licensed Behavioral Health Clinician	\$656,217	\$0	\$656,217	10.0 FTE Licensed Clinician-
Evaluator		\$17,193	\$17,193	.25 FTE Evaluator
Fringe @ 21.9%	\$143,712	\$19,234	\$162,946	
Sub-Total (Staffing)	\$799,929	\$107,062	\$906,991	
<i>Supplies, Equipment, and Other Items</i>				
Laptop Computers	\$5,600		\$5,600	4 laptops for new Clinicians-will be utilized for documentation. Based on additional four clinicians with antipation of six already being hired prior to 12/2021.
Cell Phones	\$1,752		\$1,752	Monthly service, One phone per vehicle five total.
Mi-fi	\$6,500		\$6,500	Monthly service for ten clinicians- will be utilized for documentation purposes.
Attire	\$2,792		\$2,792	Includes six shirts, one jacket per Clinician and PM to be easily identifiable while on calls, based on additional four clinicians with antipation of six already being hired prior to 12/2021.
Business Cards	\$3,000		\$3,000	On average of \$300/per clinician per year.
Subtotal (Supplies...)	\$19,644	\$0	\$19,644	
TOTAL DIRECT COSTS	\$819,573	\$107,062	\$926,635	
Contractual				
Supervisor		\$102,233	\$102,233	Contractual- 1.0 FTE DHHA Supervisor
Paramedic (or equivalent)		\$621,914	\$621,914	Contractual- 10.0 FTE DHHA EMT's
Uniforms		\$4,000	\$4,000	Uniform for 10 FTE
Vehicle & Equipment		\$176,000	\$176,000	All necessary retro outfitting such as AED, Mobile Data Terminal (MDT), Graphics, etc. for four vehicles
Annual monthly costs related to vehicle	\$50,000	\$40,000	\$90,000	Includes Disposable Med equipment, fuel, routine maintenance, wi-fi training & education supplies.
Management & Training		\$48,135	\$48,135	
Supplies		\$7,000	\$7,000	
Subtotal (Contractual...)	\$50,000	\$999,282	\$1,049,282	
INDIRECT COSTS				
<i>Indirect Cost Rate</i>				
				A flat percent time the total direct costs
<i>Indirect Cost Rate</i>	\$81,957	\$10,706	\$92,664	Indirect Cost 10%
TOTAL INDIRECT COSTS	\$81,957	\$10,706	\$92,663	
Less anticipated program income	\$677,000	\$0	\$677,000	antipated revenue offset from third party payors such as medicaid, medicare.
TOTAL BUDGET	\$274,530	\$1,117,050	\$1,391,581	

Travel: All mileage will be paid actual, using the GSA per diem rate for Denver, Colorado.

EXHIBIT D

BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT
HIPAA/HITECH

1. GENERAL PROVISIONS AND RECITALS.

- 1.01 The parties agree that the terms used, but not otherwise defined below, shall have the same meaning given to such terms under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and their implementing regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") as they exist or may hereafter be amended.
- 1.02 The parties agree that a business associate relationship (as described in 45 CFR §160.103) under HIPAA, the HITECH Act, and the HIPAA regulations arises between the CONTRACTOR and the CITY to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of CITY.
- 1.03 CITY wishes to disclose to CONTRACTOR certain information, some of which may constitute Protected Health Information ("PHI") as defined below, to be used or disclosed in the course of providing services and activities.
- 1.04 The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they exist or may hereafter be amended.
- 1.05 The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that impose more stringent requirements with respect to privacy of PHI.
- 1.06 The parties understand that the HIPAA Privacy and Security rules apply to the CONTRACTOR in the same manner as they apply to a covered entity. CONTRACTOR agrees to comply at all times with the terms of this Agreement and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they exist or may hereafter be amended, with respect to PHI.

2. DEFINITIONS.

- 2.01 "Administrative Safeguards" are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of CONTRACTOR's workforce in relation to the protection of that information.
- 2.02 "Agreement" means the attached Agreement and its exhibits to which these additional terms are incorporated by reference.
- 2.03 "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

2.03.1 Breach excludes:

1. Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of CONTRACTOR or CITY, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.
2. Any inadvertent disclosure by a person who is authorized to access PHI to another person authorized to access PHI, or organized health care arrangement in which CITY participates, and the information received as a result of such disclosure is not further used or disclosed in a manner disallowed under the HIPAA Privacy Rule.
3. A disclosure of PHI where CONTRACTOR or CITY has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

2.03.2 Except as provided in paragraph (a) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

1. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
2. The unauthorized person who used the PHI or to whom the disclosure was made;
3. Whether the PHI was actually acquired or viewed; and
4. The extent to which the risk to the PHI has been mitigated.

2.04 "CONTRACTOR" shall have the same meaning as in the attached Agreement, to which these Business Associate terms are incorporated by reference.

2.05 "CITY" shall have the same meaning as in the attached Agreement, to which these Business Associate terms are incorporated by reference.

2.06 "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.

2.07 "Designated Record Set" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.

2.08 "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45 CFR §160.103.

- 2.09 "Health Care Operations" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.
- 2.10 "Immediately" where used here shall mean within 24 hours of discovery.
- 2.11 "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 2.12 "Parties" shall mean "CONTRACTOR" and "CITY", collectively.
- 2.13 "Physical Safeguards" are physical measures, policies, and procedures to protect CONTRACTOR's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.
- 2.14 "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 2.15 "Protected Health Information" or "PHI" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.
- 2.16 "Required by Law" shall have the meaning given to such term under the HIPAA Privacy Rule at 45 CFR §164.103.
- 2.17 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 2.18 "Security Incident" means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by CONTRACTOR.
- 2.19 "The HIPAA Security Rule" shall mean the Security Standards for the Protection of electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.
- 2.20 "Subcontractor" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.
- 2.21 "Technical safeguards" means the technology and the policy and procedures for its use that protect electronic PHI and control access to it.
- 2.22 "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services ("HHS") in the guidance issued on the HHS Web site.

2.23 "Use" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.

3. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE.

- 3.01 CONTRACTOR agrees not to use or further disclose PHI that CITY discloses to CONTRACTOR except as permitted or required by this Agreement or by law.
- 3.02 CONTRACTOR agrees to use appropriate safeguards, as provided for in this Agreement, to prevent use or disclosure of PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits, on behalf of CITY, except as provided for by this Contract.
- 3.03 CONTRACTOR agrees to comply with the HIPAA Security Rule, at Subpart C of 45 CFR Part 164, with respect to electronic PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits, on behalf of CITY.
- 3.04 CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of PHI by CONTRACTOR in violation of the requirements of this Agreement that becomes known to CONTRACTOR.
- 3.05 CONTRACTOR agrees to immediately report to CITY any Use or Disclosure of PHI not provided for by this Agreement that CONTRACTOR becomes aware of. CONTRACTOR must report Breaches of Unsecured PHI in accordance with 45 CFR §164.410.
- 3.06 CONTRACTOR agrees to ensure that any of its subcontractors that create, receive, maintain, or transmit, PHI on behalf of CONTRACTOR agree to comply with the applicable requirements of Section 164 Part C by entering into a contract or other arrangement.
- 3.07 To comply with the requirements of 45 CFR §164.524, CONTRACTOR agrees to provide access to CITY, or to an individual as directed by CITY, to PHI in a Designated Record Set within fifteen (15) calendar days of receipt of a written request by CITY.
- 3.08 CONTRACTOR agrees to make amendment(s) to PHI in a Designated Record Set that CITY directs or agrees to, pursuant to 45 CFR §164.526, at the request of CITY or an Individual, within thirty (30) calendar days of receipt of the request by CITY. CONTRACTOR agrees to notify CITY in writing no later than ten (10) calendar days after the amendment is completed.
- 3.09 CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of CITY, available to CITY and the Secretary in a time and manner as determined by CITY, or as designated by the Secretary, for purposes of the Secretary determining CITY'S compliance with the HIPAA Privacy Rule.
- 3.10 CONTRACTOR agrees to document any Disclosures of PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits on behalf of CITY, and to make information related to such Disclosures available as would be required for

CITY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528.

- 3.11 CONTRACTOR agrees to provide CITY information in a time and manner to be determined by CITY in order to permit CITY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528.
- 3.12 CONTRACTOR agrees that, to the extent CONTRACTOR carries out CITY's obligation(s) under the HIPAA Privacy and/or Security rules, CONTRACTOR will comply with the requirements of 45 CFR Part 164 that apply to CITY in the performance of such obligation(s).
- 3.13 CONTRACTOR shall work with CITY upon notification by CONTRACTOR to CITY of a Breach to properly determine if any Breach exclusions exist as defined below.

4. SECURITY RULE.

- 4.01 CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR §164.308, §164.310, §164.312, §164.314 and §164.316 with respect to electronic PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits on behalf of CITY. CONTRACTOR shall follow generally accepted system security principles and the requirements of the HIPAA Security Rule pertaining to the security of electronic PHI.
- 4.02 CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to the same restrictions and requirements contained here.
- 4.03 CONTRACTOR shall immediately report to CITY any Security Incident of which it becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI as described in 5. BREACH DISCOVERY AND NOTIFICATION below and as required by 45 CFR §164.410.

5. BREACH DISCOVERY AND NOTIFICATION.

- 5.01 Following the discovery of a Breach of Unsecured PHI, CONTRACTOR shall notify CITY of such Breach, however, both parties may agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR §164.412.
 - 5.01.1 A Breach shall be treated as discovered by CONTRACTOR as of the first day on which such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR.
 - 5.01.2 CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have been known, to any person who is an employee, officer, or other agent of CONTRACTOR, as determined by the federal common law of agency.

- 5.02 CONTRACTOR shall provide the notification of the Breach immediately to the CITY DEH Executive Director or other designee.
- 5.02.1 CONTRACTOR'S initial notification may be oral, but shall be followed by written notification within 24 hours of the oral notification.
- 5.03 CONTRACTOR'S notification shall include, to the extent possible:
- 5.03.1 The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;
- 5.03.2 Any other information that CITY is required to include in the notification to each Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify CITY, or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR §164.410 (b) has elapsed, including:
1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 2. A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 3. Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 4. A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and
 5. Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 5.04 CITY may require CONTRACTOR to provide notice to the Individual as required in 45 CFR §164.404, if at the sole discretion of the CITY, it is reasonable to do so under the circumstances.
- 5.05 In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all required notifications to CITY, and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.
- 5.06 CONTRACTOR shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR §164.402 to demonstrate that a Breach did not occur.

- 5.07 CONTRACTOR shall provide to CITY all specific and pertinent information about the Breach, including the information listed above, if not yet provided, to permit CITY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of the Breach to CITY.
- 5.08 CONTRACTOR shall continue to provide all additional pertinent information about the Breach to CITY as it becomes available, in reporting increments of five (5) business days after the prior report to CITY. CONTRACTOR shall also respond in good faith to all reasonable requests for further information, or follow-up information, after report to CITY, when such request is made by CITY.
- 5.09 In addition to the provisions in the body of the Agreement, CONTRACTOR shall also bear all expense or other costs associated with the Breach and shall reimburse CITY for all expenses CITY incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs or expenses associated with addressing the Breach.

6. PERMITTED USES AND DISCLOSURES BY CONTRACTOR.

- 6.01 CONTRACTOR may use or further disclose PHI that CITY discloses to CONTRACTOR as necessary to perform functions, activities, or services for, or on behalf of, CITY as specified in the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by CITY.
- 6.02 CONTRACTOR may use PHI that CITY discloses to CONTRACTOR, if necessary, for the proper management and administration of the Agreement.
- 6.03 CONTRACTOR may disclose PHI that CITY discloses to CONTRACTOR to carry out the legal responsibilities of CONTRACTOR, if:
 - 6.03.1 The Disclosure is required by law; or
 - 6.03.2 CONTRACTOR obtains reasonable assurances from the person or entity to whom/which the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person or entity and the person or entity immediately notifies CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has been breached.
- 6.04 CONTRACTOR may use or further disclose PHI that CITY discloses to CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of CONTRACTOR.
- 6.05 CONTRACTOR may use and disclose PHI that CITY discloses to CONTRACTOR consistent with the minimum necessary policies and procedures of CITY.

7. OBLIGATIONS OF CITY.

- 7.01 CITY shall notify CONTRACTOR of any limitation(s) in CITY'S notice of privacy practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect CONTRACTOR'S Use or Disclosure of PHI.
- 7.02 CITY shall notify CONTRACTOR of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect CONTRACTOR'S Use or Disclosure of PHI.
- 7.03 CITY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI that CITY has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect CONTRACTOR'S use or disclosure of PHI.
- 7.04 CITY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by CITY.

8. BUSINESS ASSOCIATE TERMINATION.

- 8.01 Upon CITY'S knowledge of a material breach or violation by CONTRACTOR of the requirements of this Contract, CITY shall:
 - 8.01.1 Provide an opportunity for CONTRACTOR to cure the material breach or end the violation within thirty (30) business days; or
 - 8.01.2 Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to cure the material breach or end the violation within (30) days, provided termination of the Agreement is feasible.
- 8.02 Upon termination of the Agreement, CONTRACTOR shall either destroy or return to CITY all PHI CONTRACTOR received from CITY and any and all PHI that CONTRACTOR created, maintained, or received on behalf of CITY in conformity with the HIPAA Privacy Rule.
 - 8.02.1 This provision shall apply to all PHI that is in the possession of subcontractors or agents of CONTRACTOR.
 - 8.02.2 CONTRACTOR shall retain no copies of the PHI.
 - 8.02.3 In the event that CONTRACTOR determines that returning or destroying the PHI is not feasible, CONTRACTOR shall provide to CITY notification of the conditions that make return or destruction infeasible. Upon determination by CITY that return or destruction of PHI is infeasible, CONTRACTOR shall extend the protections of this Agreement to the PHI and limit further Uses and Disclosures of the PHI to those purposes that make the return or destruction infeasible, for as long as CONTRACTOR maintains the PHI.
- 8.03 The obligations of this Agreement shall survive the termination of the Agreement.