

**AGREEMENT**  
**RYAN WHITE HIV/AIDS PROGRAM PART A**

**THIS AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **COLORADO HEALTH NETWORK, INC dba DENVER COLORADO AIDS PROJECT and HOWARD DENTAL CENTER**, a Colorado nonprofit corporation, with an address of 6260 East Colfax Avenue, Denver, Colorado 80220 (the “Contractor”, and collectively the “Parties”).

**1. WORK TO BE PERFORMED:** The City, acting by and through the Denver Department of Environmental Health (the “Agency”), has received federal funds to provide emergency and financial assistance programs pursuant to the Ryan White Comprehensive AIDS Resources Emergency Act, as amended by the Ryan White HIV/AIDS Extension Act of 2009, (and generally referred to as the Ryan White Grant program), as may be amended from time to time. The Contractor, under the general direction of, and in coordination with, the Agency’s Executive Director (the “Executive Director”) or other designated supervisory personnel, shall diligently and professionally provide the services described in the Contractor’s Scope of Work, a copy of which is marked as **Exhibit A**, attached hereto and incorporated herein by reference. The Contractor shall faithfully perform the work required under this Agreement in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement.

**2. TERM:** The Agreement will commence on **March 1, 2017** and will expire on **February 28, 2018** (the “Term”). 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.

**3. COMPENSATION AND PAYMENT:**

**A. Fees and Expenses:** The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement an amount not to exceed **One Million One Hundred Twenty-Four Thousand Six Hundred Six-Five Dollars and 00/100 (\$1,124,665.00)** (the “Maximum Contract Amount”), to be used in accordance with the budget contained in **Exhibit B**. Amounts billed may not exceed the budget set forth in **Exhibit B**. The Contractor certifies the budget line items in **Exhibit B** contain reasonable allowable direct costs and allocable indirect costs in accordance with 2 C.F.R., Subpart E.

**B. Invoices:** Funds will be disbursed in appropriate monthly increments, upon receipt and approval of Contractor’s monthly invoices and any City required budget documents or reports. Contractor’s invoice(s) will include any and all appropriate supporting documentation, including time sheets, payroll records, receipts, and any other document which may be pertinent in light of the nature of the services performed or expenses incurred under this Agreement. Contractor’s invoice(s) will reflect in detail the services performed within the period for which the payment is requested and will address all completed project outcomes. Contractor’s invoices must identify reasonable allowable direct costs and allocable indirect

costs actually incurred in accordance with the budgeted categories and amounts contained in **Exhibit B** and any applicable rate schedule approved by the City. Funds payable by the City hereunder shall be distributed to the Contractor on a reimbursement basis only for work performed and costs incurred during the prior month. Invoices submitted for payment must be received by the Agency on or before the day identified in **Exhibit A**. Invoices submitted for services rendered that are submitted after such deadline are considered to be untimely and must be submitted separately to be considered for payment. Payment for such late-submitted invoices shall be made only upon a showing of good cause for the late submission.

If applicable, time sheets must reflect the amount of time, in hours and tenths of hours, attributable to each activity performed under this Agreement. In the event that Contractor allocates allowable costs to more than one grant, project, or contract, then timesheets must further identify the allocation of allowable costs for each grant, project or contract.

**C. Budget Modifications:** Budget line items may only be modified by the written approval of the Executive Director, if in the Executive Director's sole judgment such modification is reasonable and appropriate. However, such budget modifications will not alter the **Maximum Contract Amount**. Any modification to **Exhibit B** shall not take effect until approved in writing. Any modification to **Exhibit B** agreed to by the parties that requires an increase in the **Maximum Contract Amount** shall be evidenced by a written Amendatory Agreement prepared and executed by both parties in the same manner as this Agreement.

**D. Maximum Contract Liability:** Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by the Contractor under the terms of this Agreement for any amount in excess of the **Maximum Contract Amount**. The Contractor acknowledges that the City is not obligated to execute an amendment to this Agreement for any further phase of work other than the work described herein, and that any work performed by Contractor beyond that specifically described is performed at the Contractor's risk and without authorization under this Agreement. The Contractor understands and agrees that any and all payment obligations of the City under this Agreement, including any extensions or renewals thereof, whether direct or contingent, shall extend only to funds received from the State of Colorado, approved and appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of this Agreement, and paid into the Treasury of the City. The Contractor acknowledges that (1) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (2) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

**E. Federal Funds Contingency:** The Contractor understands that this Agreement is funded, in whole or in part, with federal funds. It is further acknowledged that as of the date of the execution of this Agreement, the total amount to be awarded to the City pursuant to the Ryan White HIV/AIDS Program Part A HIV Emergency Relief Grant Program (Ryan White Part A) (CFDA #93.914) may not have been fully determined, finalized, or paid. Should a reduction in City awarded funds under such Grant Program necessitate a reduction to the Contractor award hereunder, then the City reserves the right to make a *pro rata* reduction affecting all contractors with the City under the City's Ryan White Part A Program.

**F. Recovery of incorrect payments:** If, as a result of any audit or program review relating to the performance of the Contractor or its officers, agents or employees under this agreement, there are any irregularities or deficiencies in any audit or review, then the Contractor will, upon notice from the City, correct all identified irregularities or deficiencies within the time frames designated in the City's written notice. If corrections are not made by such date, then the final resolution of identified deficiencies or disputes shall be deemed to be resolved in the City's favor unless the Contractor obtains a resolution in its favor from the responsible official conducting the audit or review. In any event, the Contractor shall be responsible to indemnify and save harmless the City, its officers, agents and employees, from and against any and all disallowed costs.

**G. Non-Federal Match Requirement:** The Ryan White Part A Program does not have a cost sharing or matching requirement.

**H. REPORTS/CLOSEOUT PROCEDURES/CORRESPONDENCE:**

**1. Reports and Closeout Procedures:** The Contractor shall provide the program area of the Agency with the reports described in **Exhibit A** (Scope of Work) in such a format as may be designated by the City. Such reports may be submitted electronically by disk or e-mail, followed by hard copy transmittal. In addition, the Contractor shall comply with any and all contract closeout procedures directed by the Executive Director to be performed under this Agreement for final reimbursement, including but not limited to final review of payments, invoices, referrals, and required reporting documents, including closeout signature.

**2. Submission of Correspondence and Invoices:** All written correspondence concerning procedural or administrative contract matters (other than notices required to be provided to the Executive Director and others as described in paragraph 19 (**NOTICES**)) shall be delivered to [Anthony.Stamper@denvergov.org](mailto:Anthony.Stamper@denvergov.org), or by U.S. mail to:

Attn: Anthony E. Stamper, Program Manager  
Denver Department of Environmental Health  
200 W 14<sup>th</sup> Ave, 4<sup>th</sup> Floor  
Denver, Colorado 80204.

Invoices shall be delivered to [Terra.HasemanSwazer@denvergov.org](mailto:Terra.HasemanSwazer@denvergov.org), or by US Mail to:

Attn: Financial Services  
Denver Department of Environmental Health  
200 W 14<sup>th</sup> Ave, 4<sup>th</sup> Floor  
Denver, Colorado 80204.

**4. PERFORMANCE MONITORING/INSPECTION:** The Contractor shall permit the Executive Director to monitor and review the Contractor's performance under this Agreement. The Contractor shall make available to the City for inspection any and all files, records, reports, policies, minutes, materials, books, documents, papers, invoices, accounts,

payrolls and other data, whether in hardcopy or electronic format, used in the performance of any of the services required hereunder or relating to any matter covered by this Agreement in order to coordinate the performance of services by the Contractor in accordance with the terms of this Agreement. All such monitoring and inspection shall be performed in a manner that will not unduly interfere with the services to be provided under this Agreement.

**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 officers 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 twenty (20) days prior written notice to the Contractor. However, nothing herein shall be construed as giving the Contractor the right to perform services under this Agreement beyond the time when such 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.** If the Agreement is terminated without cause the Contractor will be compensated for work requested and satisfactorily performed. Upon termination of the Agreement by the City, with or without cause, the Contractor will not have any claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work requested and satisfactorily performed as described in the Agreement.

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

**7. EXAMINATION OF RECORDS:**

**A.** The Controller General of the United States of America or his authorized representative, any duly authorized representative of the City, including the City Auditor or his representative, or any duly authorized representative of the State of Colorado, shall, until the expiration of five (5) years after the final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Agreement.

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

**C.** The Contractor shall keep true and complete records, and shall annually furnish an accurate statement for the preceding calendar year, of all business transactions under this Agreement, which statement shall be certified by an authorized representative of the Contractor to be correct. The Contractor agrees to establish and maintain a system of bookkeeping satisfactory to the federal government or the City's Auditor and to give any authorized representatives of the federal government or the City access during reasonable hours to such books and records. Any representative of the federal government or the City's Auditor shall have the right at any time, and from time to time, to audit all of the books of account, bank statements, documents, records, tax returns, papers and files of the Contractor, related to this Agreement, whether prepared manually or electronic, and the Contractor, upon request, shall make all such matters available for such examination. If said records exist in electronic form, the Contractor shall maintain a means of transferring said records to hardcopy form. The Contractor's obligation to retain the above records shall expire five (5) years after the Contractor's statement for any period has been delivered to the City.

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

**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, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the

liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

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

**D. Waiver of Subrogation:** For all coverage's, Contractor's insurer shall waive subrogation rights against the City.

**E. Subcontractors and Subconsultants:** All sub-consultants, subcontractors, independent contractors, suppliers or other entities providing goods or services required by this Agreement shall be subject to all of the requirements herein. Contractor shall require all of its subcontractors and sub consultants to provide insurance coverage in types and amounts required by the Contractor, but in amounts of at least \$1,000,000 Commercial General Liability, statutory Workers' Compensation coverage, and \$1,000,000 professional liability for any subcontractor performing legal, medical, or mental health related work. Contractor agrees to provide proof of insurance for all such subcontractors, subconsultants, independent contractors or other entities upon request by the City.

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

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

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

**I. Additional Provisions:**

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

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs are in excess of policy limits;
- (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion);
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City; and
- (v) No exclusion for sexual abuse or molestation.

(2) For claims-made coverage:

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

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

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

**12. TAXES, LATE CHARGES, AND PERMITS:** The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property, including to land, facilities, improvements, or equipment.

**13. ASSIGNMENT AND SUBCONTRACTING:** The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations under the Agreement or subcontract performance obligations without obtaining the Executive Director's prior written consent. Any attempt by the Contractor to assign its rights or obligations or subcontract performance obligations without the Executive Director's prior written consent will be void and, at the Executive Director's option, automatically terminates the Agreement. The Executive Director has sole and absolute discretion whether to consent to any assignment of rights or obligations and subcontracting of performance obligations under the Agreement. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) it shall not create a contractual relationship between the City and sub-consultant or subcontractor or assignee.

**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 D.R.M.C.

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

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

**18. CONFLICT OF INTEREST:**

**A.** No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement; and the Contractor shall not hire, or contract for services with, any employee or officer of the City in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

**B.** The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest which shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

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

By Contractor to: Executive Director, Department of Environmental Health  
City and County of Denver  
200 W. 14<sup>th</sup> Ave

Denver, Colorado 80204-3221

With a copy to: Program Manager  
Denver Office of HIV Resources  
Department of Environmental Health  
200 W. 14<sup>th</sup> Ave  
Denver, Colorado 80204-3221

Notices hand delivered or sent by overnight courier are effective upon delivery; notices sent by certified mail are effective upon receipt; and notices sent by mail are effective upon deposit with the US Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered; however, these substitutions will not become effective until actual receipt of written notification.

**20. DISPUTES:** All disputes of whatsoever nature between the City and the Contractor regarding this Agreement shall be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code, § 56-106(b), *et seq.* For the purposes of that procedure, the City official rendering a final determination shall be the City representative identified in paragraph 1 hereof.

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

**22. COMPLIANCE WITH APPLICABLE LAWS:** The Contractor will comply with all applicable Federal, State and City laws, ordinances, codes, regulations, rules, executive orders, and policies whether or not specifically referenced herein. Any references to specific federal, state, or local laws or other requirements incorporated into this Agreement are not intended to constitute an exhaustive list of federal, state, and City requirements applicable to this Agreement. Applicable statutes, regulations and other documents pertaining to administration or enforcement of the services referenced in this Agreement and all other applicable provisions of federal, state or local law are deemed to be incorporated herein by reference. Compliance with all such statutes, regulations and other documents is the responsibility of the Contractor. In particular, and not by way of limitation, the services shall be performed in strict compliance with all laws, executive orders, ordinances, rules, regulations, policies and procedures prescribed by the City, the State of Colorado, and the United States Government, and the following additional federal requirements:

**A. Ryan White Part A Programs:** This Agreement is subject to the provisions of the Ryan White Comprehensive AIDS Resources Emergency Act, as amended by the Ryan White HIV/AIDS Extension Act of 2009 (Ryan White Act) pertaining to the HIV emergency relief grants program and the U.S. Department of Health and Human Services' (HHS) implementing regulations.

**B. Federal Grant Award:** All of the terms and conditions of the Ryan White Part A Grant between the City and HHS for the fiscal year covered by this Agreement and to any subsequent Ryan White Part A Grant whether or not any such terms or conditions are set forth in the text of this Agreement. The terms and conditions of the said Ryan White Part A Grant are incorporated herein by reference.

**C. HIPAA and HITECH Act:** Contractor shall be required to comply with 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 (“HITECH Act”), and their implementing regulations at 45 CFR Parts 160 and 164 (“The HIPAA Regulations”), which are outlined in **Exhibit C**, and incorporated into this Agreement by reference.

**D. Program Guidance:** All information, circulars, memoranda, program guidance, instructions or other written documentation issued by the federal government concerning the Ryan White Part A program or the expenditure of other federal funds provided under this Agreement.

**E. OMB Circulars:** The applicable terms and conditions of OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards/Funds, 2 C.F.R. Part 200, *et seq.*

**F. Grievance Policy:** The parties desire to ensure that clients are being adequately informed over pending actions concerning their continued participation in the program or activity provided by the Contractor. Also, clients must be allowed adequate opportunity to communicate dissatisfaction with the facilities or services offered by the Contractor. In order to satisfy this requirement, the Contractor agrees to provide a written “Grievance Policy” and related procedures as a mechanism to provide opportunities for the City and its clients to meaningfully communicate problems, dissatisfaction, and concerns and to establish procedures for resolution of grievances. The policy must be communicated to clients upon their initial receipt of services. Failure to provide an acceptable Grievance Policy shall constitute a material breach of this Agreement.

**G. Debarment:** The Contractor is subject to the prohibitions on contracting with a debarred organization pursuant to U.S. Executive Orders 12549 and 12689, Debarment and Suspension, and implementing federal regulations codified at 2 C.F.R. Part 180 and 2 C.F.R. Part 376. By its signature below, the Contractor assures and certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor shall provide immediate written notice to the Executive Director if at any time it learns that its certification to enter into this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances. If the Contractor is unable to certify to any of the statements in the certification contained in this Article, the Contractor shall provide a written explanation to the City within thirty (30) calendar days of the date of execution of this Agreement. Furthermore, if the Contractor is unable to certify to any of the statements in the certification contained in this Article, the City may pursue any and all available remedies available to the City, including but not limited to terminating this Agreement immediately, upon written notice to the Contractor.

The Contractor shall include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" in all covered transactions associated with this Agreement. The Contractor is responsible for determining the method and frequency of its determination of compliance with Executive Orders 12549 and 12689 and their implementing regulations.

**H. No Discrimination in Program Participation:** The Contractor will comply with any and all applicable federal, state, and local laws that prohibit discrimination in programs and activities funded by this Agreement on the basis of race, color, national origin, sex, disability, and age including but not limited to Title VI of the Civil Rights Act of 1964 (Title VI), Section 504 of the Rehabilitation Act of 1973 (Section 504), the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 (ADA), Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964 (Title VII), the Age Discrimination in Employment Act (ADEA), the antidiscrimination provision of the Immigration Reform and Control Act of 1986 (IRCA), and the Equal Pay Act (EPA). Violations may be subject to any penalties set forth in said applicable laws and the Contractor agrees to indemnify and hold the City harmless from any and all claims, losses, or demands that arise under this Article.

**I. Access to Services for Persons with Limited English Proficiency:** As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting federal agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, Contractor must take reasonable steps to ensure that LEP persons have meaningful access to Contractor's programs, services and activities.

**J. Prohibited Transactions:**

**(1) Interest of Contractor:** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest will be employed.

**(2) Members of Congress:** No member of or delegate to the Congress of the United States of America shall be admitted to any share or part hereof or to any benefit to arise from this Agreement.

**(3) City Employees:** No officer or employee of either the City or the Contractor shall derive any unlawful personal gain, either by salary, fee payment or personal allowance, from his or her association with the other party to this Agreement. Any contractual provision that contravenes the provisions of this section shall be null and void. This section shall not prohibit an officer or administrator of one party to this Agreement from being reimbursed by the other party for actual, out-of-pocket expenses incurred on behalf of the other party.

**(4) No Political Activity:** Without limiting the foregoing, the Contractor agrees that political activities are prohibited under this Agreement, and agrees that no funds paid to it by the City hereunder will be used to provide

transportation for any persons to polling places or to provide any other services in connection with elections.

**K. Byrd Anti-Lobbying:** If the **Maximum Contract Amount** exceeds \$100,000, the Contractor must complete and submit to the City a required certification form provided by the City certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract grant of any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**L. Mandatory Disclosures:** Contractor must disclose, in a timely manner, in writing to the City all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the work to be performed under this Agreement. Failure to make required disclosures can result in the City taking any of the remedies described in 2 C.F.R. §200.338.

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

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

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

**C.** The Contractor also agrees and represents that:

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

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

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

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

**(5)** If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such subconsultant or

subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

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

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

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

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

26. **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.

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 A.

(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.

**B. Open Records:** The parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, *et seq.*, C.R.S. (2014), 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.

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

**28. 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.

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

**30. 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.

**31. 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.

**32. TIME IS OF THE ESSENCE:** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

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

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

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

**36. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**END**

**Exhibits List:**

<u>Exhibit A</u>	Scope of Work
<u>Exhibit B</u>	Budget
<u>Exhibit C</u>	HIPAA and HITECH

Exhibit D      Proof of Insurance

**SIGNATURE PAGES AND EXHIBITS FOLLOW THIS PAGE**

**Contract Control Number:**

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

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:** ENVHL-201734734-00

**Contractor Name:** COLORADO HEALTH NETWORK INC

By: 

Name: Darrell J. Vigil  
(please print)

Title: Chief Executive Officer  
(please print)

**ATTEST: [if required]**

By: N/A

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



**EXHIBIT A**  
**SCOPE OF WORK**

**I. Purpose of Agreement**

The purpose of this contract is to establish an agreement and Scope of Services between the Denver Department of Environmental Health (DEH), Office of HIV Resources (DOHR) and Colorado Health Network (CHN) d/b/a Denver Colorado AIDS Project (DCAP) and Howard Dental Center (HDC). CHN has been awarded **\$1,124,665** in Ryan White Part A funds for Fiscal Year 2017 (March 1, 2017 – February 28, 2018).

**II. Services and Conditions**

To provide the following services to individuals living with HIV/AIDS in the Denver Transitional Grant Area (TGA), which includes and is limited to, Adams, Arapahoe, Broomfield, Denver, Douglas, and Jefferson counties, in accordance with the attached Standards of Care (SOC) for the following service categories:

1.	Early Intervention Services
2.	Emergency Financial Assistance
3.	Food Bank/Home-Delivered Meals
4.	Housing Services
5.	Medical Case Management
6.	Medical Transportation Services
7.	Mental Health Services
8.	Oral Health Care
9.	Psychosocial Support Services
10.	Substance Abuse Services - Outpatient

**III. Process and Outcome Measures**

**A. Process Measures**

In FY2017, CHN d/b/a DCAP will provide:

	<b>Service Category</b>	<b>Unduplicated Clients</b>	<b>Service Units Delivered</b>
1.	<i>Early Intervention Services</i>	7	14
2.	<i>Emergency Financial Assistance</i>	658	658
3.	<i>Food Bank/Home-Delivered Meals</i>	541	42198
4.	<i>Housing Services</i>	XXX	XXX
5.	<i>Medical Case Management</i>	776	1552
6.	<i>Medical Transportation Services</i>	447	447
7.	<i>Mental Health Services</i>	31	1736
8.	<i>Psychosocial Support Services</i>	12	12
9.	<i>Substance Abuse Services – Outpatient</i>	19	532

In FY2017, CHN d/b/a HDC will provide:

	<b>Service Category</b>	<b>Unduplicated Clients</b>	<b>Service Units Delivered</b>
1.	<i>Oral Health Care</i>	411	411

## EXHIBIT A

### SCOPE OF WORK

- Required:  
Invoices and reports shall be completed and submitted on or before the 15th of each month following the month of services rendered 100% of the time. Contractor shall use preferred invoice template, if requested.

#### IV. Quality Improvement Program

##### A. Quality Improvement Plan

Required:

- i.) Sub-recipient will be required to have two staff members participate in a DOHR hosted, Quality Management Training, to be held in the first 180 days of the FY2017 grant year. Sub-grantees will leave understanding the fundamentals of Quality Management, and Quality Improvement concepts, as well as an outline to help inform their FY2017 Quality Management Plan.
- ii.) Each sub-grantee will be required to submit a FY2017 Quality Management Plan. Quality Management Plans will be due 45 days following the Quality Management Training.

##### B. Quality Improvement Activities

Required:

- i.) Sub-recipient will be required to document Quality Improvement activities.
- ii.) Quality Improvement activities should be related to the Quality Management Plan, and may reflect improvements documented in the sub-recipient Improvement, or Implementation Plan(s)
- iii.) Updates on Quality Improvement activities will be submitted to DOHR, or designee, on a minimum of quarterly basis.

#### V. Performance Management and Reporting

##### A. Performance Management

Monitoring will be performed by the Denver Office of HIV Resources staff and/or designee.

Contractor will be reviewed for:

1. **Quality Monitoring:** The quality of the services being provided and the effectiveness of those services addressing the needs of the Denver TGA.
2. **Program Monitoring\*:** Review and analysis of current program information to determine the extent to which contractors are achieving established contractual goals;
3. **Fiscal Monitoring\*:** Review financial systems and billings to ensure that contract funds are allocated and expended in accordance with the terms of the agreement.
4. **Administrative Monitoring:** Monitoring to ensure that the requirements of the contract document, Federal, State and City and County regulations, and DEH policies are being met.

*\* DOHR and/or its designee will provide regular performance monitoring and reporting. DOHR and/or its designee, , will manage any performance issues and will develop interventions that will resolve concerns.*

##### B. Reporting

**EXHIBIT A**  
**SCOPE OF WORK**

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

<b>Report # and Name</b>	<b>Description</b>	<b>Frequency</b>	<b>Reports to be sent to:</b>
1. CAREWare Reporting	Data input	Due by the 10 <sup>th</sup> of each month	Into CAREWare system
2. Ryan White Part A Service Report	Data input throughout the fiscal year	Due by the 10 <sup>th</sup> of each month	Into CAREWare system
1. 1 <sup>st</sup> Quarter report	Report shall demonstrate the # of clients served, the number of service units, the amount of funding expended, and any implementation and/or improvement goals updates, March 1, 2017 through May 31, 2017	Due June 30, 2017	Fiscal Officer/Grant Administrator <a href="mailto:Terra.hasemanswazer@denvergov.org">Terra.hasemanswazer@denvergov.org</a>  DOHR Designee <a href="mailto:kellyemathew@gmail.com">kellyemathew@gmail.com</a>
2. Mid-Year Report	Report shall demonstrate the # of clients served, the number of service units, the amount of funding expended, and any implementation and/or improvement goals achieved, June 1, 2017 through August 31, 2017	Due September 30, 2017	Fiscal Officer/Grant Administrator <a href="mailto:Terra.hasemanswazer@denvergov.org">Terra.hasemanswazer@denvergov.org</a>  DOHR Designee <a href="mailto:kellyemathew@gmail.com">kellyemathew@gmail.com</a>
3. 3 <sup>rd</sup> Quarter Report	Report shall demonstrate the # of clients served, the	Due December 30, 2017	Fiscal Officer/Grant Administrator <a href="mailto:Terra.hasemanswazer@denvergov.org">Terra.hasemanswazer@denvergov.org</a>  DOHR Designee <a href="mailto:kellyemathew@gmail.com">kellyemathew@gmail.com</a>

**EXHIBIT A**  
**SCOPE OF WORK**

	number of service units, the amount of funding expended, and any implementation and/or improvement goals achieved, September 1, 2017 through November 3, 2017.		
4. Year End Report	Report shall demonstrate the # of clients served, the number of service units, the amount of funding expended, and any implementation and/or improvement goals achieved, March 1, 2017 through February 28, 2018	Due April 15, 2018	Fiscal Officer/Grant Administrator <a href="mailto:Terra.hasemanswazer@denvergov.org">Terra.hasemanswazer@denvergov.org</a>  DOHR Designee <a href="mailto:kellyemathew@gmail.com">kellyemathew@gmail.com</a>
5. Quality Management/ Improvement Plan(s)	Plan(s) shall demonstrate all Quality Management/ Improvement activities, including Quality Management/ Improvement infrastructure , specific quality improvement activities, planning, and monitoring, etc.	1 <sup>st</sup> draft due six weeks following Quality Plan Writing Training. Final draft, and/or updated draft due at end of third quarter (November 30, 2017).	DOHR Designee <a href="mailto:Kellyemathew@gmail.com">Kellyemathew@gmail.com</a>



EXHIBIT A  
**SCOPE OF WORK**

6. Other reports as reasonably requested by the City.	To be determined (TBD)	TBD	TBD
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**I. Budget**

A. Contractor shall provide the identified services for the City under the support and guidance of the Denver Department of Environmental Health (DEH), Office of HIV Resources (DOHR) using best practices and other methods for fostering a sense of collaboration and communication.

B. Budget

The budget for this agreement is attached as an exhibit.

**II. Other**

***Contractor shall submit updated documents which are directly related to the delivery of services***

Additional document requirements for this contract include:

- A. Service Category Plan Table
- B. Coordination of Services and Funding Streams Table
- C. Staffing Plan
- D. Organizational Chart

Applicant Name: Colorado Health Network, Inc.

Prepared By: Jamie Villalobos, Director of Regional Programs

Object Class Category	Outpatient/ Ambulatory Health Services	Oral Health Care	Medical Case Management	Mental Health Services	Early Intervention Services	Substance Abuse Services - Outpatient	AIDS Pharma- ceutical Assistance (local)	Home & Community Based Health Services	Single Payer		Food Bank/ Home Delivered Meals	Psychosocial Support Services	Medical Transporta- tion Services	MAI Mental Health Services	MAI Early Intervention Services	MAI Substance Abuse Services - Outpatient	MAI Medical Case Management	MAI Psychosocial Support Services	TOTAL RW Funds	Other Funds	Total Program Funds	% of Time	Justification
									Emergency Financial Assistance	Housing Services													
<b>a. Personnel (Name, Position Title &amp; FTE)</b>																							
Manige Osowski, Medical Case Management Manager			\$12,429																\$ 12,429.16	\$20,621.00	\$33,050.16	38%	Provides Supervision and Support to Medical Case Management Team
MaShawn Moore, Medical Case Management Manager			\$11,883		\$2,368														\$ 14,250.62	\$14,715	\$28,965.62	49%	Provide Supervision and Support to Medical Case Management Team
Angela Keady, Admissions Coordinator/Medical Case Manager			\$13,410																\$ 13,409.98	\$22,249	\$35,658.98	38%	Provides Admissions Services to clients who are new to the system and Case Management Services
Amelia Stoll, Medical Case Manager			\$8,787																\$ 8,786.70	\$14,578	\$ 23,364.70	38%	Provides bilinguals case management services.
Julia Giles, Medical Case Manager			\$6,807																\$ 6,807.05	\$11,294	\$18,101.05	38%	Provides Case Management support Services
Joe Hutson, Medical Case Manager			\$11,823																\$ 11,823.42	\$19,617	\$31,440.42	38%	Provides Case Management support services
Oumar Ouattara, Medical Case Manager			\$10,382																\$ 10,382.26	\$17,226	\$27,608.26	38%	Provides Case Management support Services
Cameron Grant, Medical Case Manager			\$10,033																\$ 10,033.22	\$16,647	\$26,680.22	38%	Provides Case Management support services
LT Hollis, Medical Case Manager			\$10,011																\$ 10,010.96	\$16,609	\$26,619.96	38%	Provides Case Management support Services
Patrick Steimer, Medical Case Manager			\$10,011																\$ 10,010.96	\$16,609	\$26,619.96	38%	Provides Case Management support Services
Fudama Adan, Medical Case Manager			\$10,029																\$ 10,028.95	\$16,638	\$ 26,666.95	38%	Provides Case Management support services
Sara Baumann, Medical Case Manager			\$10,298																\$ 10,298.43	\$17,085	\$27,383.43	38%	Provides Case Management support services
Cody Meyer, MA, Therapist				\$9,798		\$9,798													\$ 19,595.84	\$ -	\$19,595.84	100%	Provides Mental Health and Substance Abuse Counseling
Open, Therapist				\$4,899								\$10,344							\$ 15,242.92		\$15,243	50%	Provides Mental Health and Psychosocial groups
Tracie Smith, Housing and Resources Manager									\$2,662	\$2,662	\$2,662								\$ 7,985.63	\$39,349	\$47,335	30%	Provides supervision for Single Payer, Program Assistant, and Food Bank
Lila Serrano-Lopez, Program Assistant			\$8,339																\$ 8,339.15	\$13,834	\$22,173	38%	Provides Case Management Program Assistance and client services
Andrew Kimmell, Single Payer Administrator .5FTE			\$ -						\$4,772	\$4,772									\$ 9,544.00	\$20,156	\$ 29,700.00	32%	Provides Single Payer Administration
Diana Cable, Food Bank Coordinator			\$ -								\$19,575								\$ 19,575.31	\$0	\$ 19,575.31	100%	Provides Food Bank services
Guy Quintana, Food Bank Coordinator			\$ -								\$13,972								\$ 13,972.15	\$0	\$13,972.15	100%	Provides Food Bank services
Open, Program Assistant .56FTE			\$8,339																\$ 8,339.15	\$13,834	\$ 22,173.15	38%	Provides Case Management Program Assistance and client services
Jamie Villalobos, Director of Regional Programs			\$2,227	\$2,227	\$2,227	\$2,227			\$2,227	\$2,227	\$2,227	\$4,703							\$ 20,293.02	\$ 42,415.98	\$ 62,709.00	32%	Provides overall program direction and reporting
Robert George, Chief Programs Officer		\$2,068	\$2,068	\$2,068		\$2,068			\$2,068	\$2,068									\$ 12,408.63	\$67,189	\$79,597.63	16%	Provides overall program direction and reporting
Lili Carrillo, Director of Oral Health Care Services		\$17,466	\$ -																\$ 17,465.89	\$ 56,293.11	\$ 73,759.00	24%	Provides program direction to the oral health clinic
Dr. Symone Webley, DDS, Staff Dentist		\$60,976	\$ -																\$ 60,976.00	\$0	\$60,976.00	100%	Provides dental services to patients
David Zamboni, Dental Hygienist		\$36,504	\$ -																\$ 36,503.67	\$0	\$36,503.67	100%	Provides dental hygiene services to patients
Reese Ritter, Dental Hygienist		\$34,487																	\$ 34,487.08	\$0	\$72,819.00	47%	Provides dental heygiene services to patients
Jhossva Rosas, Dental Assistant		\$26,624																	\$ 26,623.90	\$0	\$ 26,623.90	100%	Provides dental assistant services to patients
Theresa Damian, Dental Assistant		\$20,394	\$ -																\$ 20,394.16	\$ -	\$ 20,394.16	100%	Provides dental assistant services to patients
Maria Cruz, Dental Scheduler		\$17,766	\$ -																\$ 17,765.68	\$ -	\$ 17,765.68	100%	Provides dental appointment scheduling
Hazel Harris, Patient Services Manager			\$27,729																\$ 27,728.81	\$ -	\$ 27,728.81	100%	Provides case management services to patients
Open, Bilingual Patient Services Coordinator			\$17,830																\$ 17,830.09	\$ -	\$ 17,830.09	100%	Provides case management services to patients
Eliher Meza, Bilingual Case Manager			\$10,284		\$10,000														\$ 20,283.75	\$7,061	\$ 27,344.75	82%	Provides medical case management services to individuals living with HIV and linkage to care to individuals newly diagnosed with HIV
Open, HDC Billing Coordinator		\$17,356	\$ -																\$ 17,355.55	\$ -	\$ 17,355.55	100%	Coordinates billing and accounting services to HDC program operations.
			\$ -																\$ -	\$ -	\$ -		
			\$ -																\$ -	\$ -	\$ -		
			\$ -																\$ -	\$ -	\$ -		
			\$ -																\$ -	\$ -	\$ -		
			\$ -																\$ -	\$ -	\$ -		
Personnel Total	\$ -	\$ 233,640.14	\$ 202,720.22	\$ 18,992.31	\$ 14,595.00	\$ 14,093.00	\$ -	\$ -	\$ 11,729.00	\$ 11,729.00	\$ 38,436.43	\$ 15,047.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 560,982.09	\$ 1,130,631.61	\$ 1,691,613.70		
<b>b. Fringe Benefits</b>																							
Payroll Taxes		\$17,873	\$15,508	\$1,453	\$1,117	\$1,078	\$0	\$0	\$897	\$897	\$2,940	\$1,151							\$ 42,915.13	\$12,410	\$ 55,325.13		Costs associated with staff salaries.
Health/Dental/Life Insurance		\$18,691	\$16,218	\$1,519	\$1,168	\$1,127	\$0	\$0	\$938	\$938	\$3,075	\$1,204							\$ 44,878.57	\$17,262	\$ 62,140.57		Costs associated with staff salaries.

Applicant Name: Colorado Health Network, Inc.

Prepared By: Jamie Villalobos, Director of Regional Programs

Object Class Category	Outpatient/ Ambulatory Health Services	Oral Health Care	Medical Case Management	Mental Health Services	Early Intervention Services	Substance Abuse Services - Outpatient	AIDS Pharma- ceutical Assistance (local)	Home & Community Based Health Services	Single Payer		Food Bank/ Home Delivered Meals	Psychosocial Support Services	Medical Transporta- tion Services	MAI Mental Health Services	MAI Early Intervention Services	MAI Substance Abuse Services - Outpatient	MAI Medical Case Management	MAI Psychosocial Support Services	TOTAL RW Funds	Other Funds	Total Program Funds	% of Time	Justification
									Emergency Financial Assistance	Housing Services													
Worker's Compensation		\$3,621	\$3,142	\$294	\$226	\$218	\$0	\$0	\$182	\$182	\$596	\$233							\$ 8,695.22	\$2,239	\$ 10,934.22		Costs associated with staff salaries.
Retirement Plan Contribution		\$7,009	\$6,082	\$570	\$438	\$423	\$0	\$0	\$352	\$352	\$1,153	\$451							\$ 16,829.46	\$4,198	\$ 21,027.46		Costs associated with staff salaries.
Tuition Reimbursement		\$1,900	\$1,700	\$175	\$150	\$125	\$0	\$0	\$120	\$120	\$300	\$125							\$ 4,714.27	\$2,000	\$ 6,714.27		Costs associated with staff salaries.
Unemployment Insurance		\$1,776	\$1,541	\$144	\$111	\$107	\$0	\$0	\$89	\$89	\$292	\$114							\$ 4,263.46	\$653	\$ 4,916.46		Costs associated with staff salaries.
Total Fringe Benefits		\$50,871	\$44,190	\$4,156	\$3,209	\$3,079	\$0	\$0	\$2,578	\$2,578	\$8,356	\$3,279							\$ 122,296.12	\$38,762	\$ 161,058.12		
<b>c. Travel</b>																							
Staff mileage reimbursement @ .50 x 5,000 miles		\$459	\$ 436.00		\$ 218.00														\$ 1,112.69	\$4,000	\$ 5,112.69		Mileage staff to visit clients in their homes or other facilities @ .50 x 5,000 miles
RTD bus coupons for clients													\$33,102						\$ 33,102.00	\$ -	\$ 33,102.00		Transportation Services to clients
Food Bank Vehicle gas										\$2,500									\$ 2,500.00	\$10,000	\$ 12,500.00		Gas for the food bank truck to make pick ups for food inventory
<b>d. Equipment</b>																							
Dental Operatory Maintenance		\$1,894																	\$ 1,894.00	\$10,000	\$ 11,894.00		Handpieces/Vacuum and compression
Computer Equipment		\$1,137	\$1,136																\$ 2,273.00	\$ -	\$ 2,273.00		Laptops and computer equipment for the Medical Case Managers who will be co-located with clinics
																			\$ -	\$ -	\$ -		
<b>e. Supplies</b>																							
Dental Supplies		\$2,150																	\$ 2,150.00	\$ 15,000.00	\$ 17,150.00		Supplies for direct oral health services.
Office Supplies			\$ 210.00		\$210					\$210	\$ 210.00								\$ 840.00	\$ 10,000.00	\$ 10,840.00		Offices supplies to conduct direct service operations.
Program Supplies		\$2,600									\$1,475								\$ 4,075.00		\$ 4,075.00		
<b>f. Contractual</b>																							
Clinical Supervision: Kat Austen, LPC, LAC, LMFT				\$640		\$1,170						\$3,000							\$ 4,810.00	\$3,000	\$ 7,810.00		Clinical Supervision for Mental Health, Substance Abuse, and Case Management staff.
Specialty Dental Provider Support		\$1,800																	\$ 1,800.00				Contracted services for additional client oral health care.
IT Support			\$740		\$205					\$680	\$680	\$180							\$ 2,485.00	\$ 70,000.00	\$ 72,485.00		Support for CHN computer systems that support direct service operations.
Database Programming			\$640		\$205					\$680	\$405	\$187							\$ 2,117.00	\$40,000	\$ 42,117.00		Support for data collections systems for CAREWare and RSR reporting.
<b>g. Other</b>																							
Direct Housing Assistance to clients										\$203,482									\$ 203,481.77	\$ -	\$ 203,481.77		Direct Housing Assistance to clients.
Direct Emergency Financial Assistance to Clients									\$75,520										\$ 75,519.78	\$ -	\$ 75,519.78		Direct Emergency Financial Assistance to clients.
Staff Development		\$710									\$205								\$ 915.00	\$10,000	\$ 10,915.00		Staff trainings
<b>h. Total Direct Charges</b>	<b>\$ -</b>	<b>\$ 295,260.80</b>	<b>\$ 250,072.38</b>	<b>\$ 23,788.09</b>	<b>\$ 18,642.11</b>	<b>\$ 18,341.89</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 89,826.82</b>	<b>\$ 219,148.80</b>	<b>\$ 50,792.70</b>	<b>\$ 23,377.85</b>	<b>\$ 33,102.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,016,478.45</b>	<b>\$ 1,341,393.61</b>	<b>\$ 2,357,872.06</b>		
<b>i. Administrative Charges (Cannot exceed 10% of the aggregate amount allocated for each Service Category)</b>																							
Administrative Personnel		\$11,522	\$8,698	1,031.12	712.62	748.90			5,798.71	15,013.60	\$ 1,580.50	\$ 1,588.09	\$ 1,866.46						\$ 48,560.10	\$ 712,606.90	\$ 761,167.00		
Occupancy		\$13,077	\$9,871	1,031.12	1,031.12	1,031.12			1,031.12	1,031.12	\$ 1,793.71	\$ 1,103.59	\$ 977.69						\$ 31,978.41	\$ 292,626.58	\$ 324,604.99		
Administrative Contracts and Services		\$2,741	\$2,069	1,170.22	1,170.22	1,170.22			1,170.22	1,170.22	\$ 375.99	\$ 184.21							\$ 11,221.59	\$901	\$ 12,122.59		Banking and insurance contracted services.
Administrative Communications, Office Expense, and Meetings		\$2,580	\$1,947	245.30	245.30	245.30			245.30	245.30	\$ 353.88	\$ 123.29							\$ 6,230.98	\$ 49,765.00	\$ 55,995.98		
Insurance		\$2,328	\$1,758	230.87	230.87	230.87			230.87	230.87	\$ 319.37	\$ 155.60							\$ 5,715.22	\$ 24,852.78	\$ 30,568.00		Organization Liability Insurance
<b>j. Total Administrative Charges</b>	<b>\$ -</b>	<b>\$ 29,526.08</b>	<b>\$ 25,007.24</b>	<b>\$ 2,378.81</b>	<b>\$ 1,864.21</b>	<b>\$ 1,834.19</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,982.68</b>	<b>\$ 21,914.88</b>	<b>\$ 5,079.27</b>	<b>\$ 2,337.79</b>	<b>\$ 3,310.13</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 103,706.30</b>	<b>\$ 1,080,752.25</b>	<b>\$ 1,184,458.55</b>		
<b>k. TOTALS</b>	<b>\$ -</b>	<b>\$ 324,786.88</b>	<b>\$ 275,079.61</b>	<b>\$ 26,166.90</b>	<b>\$ 20,506.32</b>	<b>\$ 20,176.08</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 98,809.50</b>	<b>\$ 241,063.68</b>	<b>\$ 55,871.97</b>	<b>\$ 25,715.64</b>	<b>\$ 36,412.13</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,124,588.73</b>	<b>\$ 2,422,145.85</b>	<b>\$ 3,542,330.61</b>		

## EXHIBIT C

### HIPAA/HITECH (Business Associate Terms)

#### **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:

- a. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
- b. The unauthorized person who used the PHI or to whom the disclosure was made;
- c. Whether the PHI was actually acquired or viewed; and
- d. 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:
- a. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
  - b. 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);
  - c. Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
  - d. 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

- e. 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: CCIG, 5660 Greenwood Plaza Blvd, Suite 500, Greenwood Village, CO 80111. CONTACT NAME: Michelle Devore, PHONE: (720) 212-2056, FAX: (303) 799-0156, E-MAIL ADDRESS: MichelleD@thinkccig.com. INSURER(S) AFFORDING COVERAGE: Berkley National Ins. Co. (38991), Pinnacol Assurance (41190).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, and Profesional Liab.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) As required by written contract or written agreement, The City and County of Denver Department of Environmental Health, its elected and appointed officials, employees and volunteers, are named as additional insured with regards to the Commercial General Liability policy.

CERTIFICATE HOLDER: City and County of Denver, Department of Environmental Health, 200 W. 14th Avenue, Ste 300, Denver, CO 80204. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]