

AGREEMENT

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **ROCKY MOUNTAIN HUMAN SERVICES**, a Colorado nonprofit, whose address is 9900 E. Iliff Ave., Denver, CO 80231 (the “Contractor”), individually a “Party” and jointly the “Parties.”

RECITALS

WHEREAS, the City awarded this Agreement to the Contractor as the result of a competitive selection to fund the Contractor’s development of a Systemic, Therapeutic, Assessment, Respite and Treatment (“START”) program in the City and is expected to become START certified over a three-year period; and

WHEREAS, the Contractor will also provide direct services to eligible City residents as the Contractor pursues its START certification (this “Agreement”).

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

1. **COORDINATION AND LIAISON**: The Contractor shall fully coordinate all services under the Agreement with the Executive Director (“Director”) of the Department of Human Services (“Agency” or “DHS”) or the Director’s designee.
2. **SERVICES TO BE PERFORMED**: As the Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth in **Exhibit A**, Scope of Work, to the City’s satisfaction. The Contractor is ready, willing, and able to provide the services required by this Agreement. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.
3. **TERM**: The Agreement will commence on September 1, 2021, and will expire, unless sooner terminated, on August 31, 2024 (the “Term”). Subject to the Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Director.
4. **COMPENSATION AND PAYMENT**
 - 4.1. **Budget**: The City shall pay, and the Contractor shall accept as the sole compensation for services rendered and costs incurred and paid under the Agreement payment not to exceed the line budget amounts set forth in **Exhibit A**.
 - 4.2. **Reimbursable Expenses**: There are no reimbursable expenses allowed under the Agreement. All the Contractor’s expenses are contained in the budget in **Exhibit A**. The City will not be obligated to pay the Contractor for any other fees, costs, expenses, or charges of any nature that may be incurred and paid by the Contractor in performing services under this Agreement including but not limited to personnel, benefits, contract labor, overhead, administrative costs, operating costs, supplies, equipment, and out-of-pocket expenses.

4.3. Invoicing: The Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City. Invoices shall be accompanied by documentation of expenses for which reimbursement is sought as well as other supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement. Funds will be disbursed in appropriate monthly increments, upon receipt and approval of the Contractor's monthly invoices and any City required budget documents or reports. The Contractor's invoices will include all appropriate supporting documentation that may be pertinent to the services performed or expenses incurred and paid under this Agreement. The Contractor's invoices must identify costs and expenses incurred and paid in accordance with the budget contained in **Exhibit A**. Funds payable by the City hereunder shall be distributed to the Contractor on a reimbursement basis only for work performed and expenses incurred and paid during the prior month. Invoices submitted for payment must be received by the Agency as detailed in the attached **Exhibit A** or as directed. Invoices submitted for services rendered that are submitted after such deadline are 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, timesheets must reflect the amount of time, in hours and quarter-hours, attributable to each activity performed under this Agreement. If the 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.

4.4. Maximum Contract Amount

4.4.1. Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed Five Million Six Hundred Sixty-Three Thousand Eight Hundred Forty-Six Dollars (\$5,663,846.00) (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** or performed outside the Term are performed at the Contractor's risk and without authorization under the Agreement.

4.4.2. The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

4.4.3. 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 all disallowed costs.

4.5. Budget Modifications: Budget line items may only be modified in accordance with Budget Modification Policy No. 1703-495, as amended. Notwithstanding the preceding sentence, each modification to **Exhibit A** shall not take effect until approved in writing in accordance with Budget Modification Policy No. 1703-495, and any modification to **Exhibit A** that requires an increase in the Maximum Contract Amount shall be evidenced by a written amendment prepared and executed by both Parties in the same manner as this Agreement.

4.6. Mill Levy Funding Restrictions: This Agreement is funded with mill levy dollars pursuant to § 53-550, D.R.M.C., the Developmental Disabilities Mill Levy, as amended. Mill levy dollars are dedicated to provide services and supports for persons with intellectual and developmental disabilities, children up to age five with developmental delays, and persons seeking a developmental disability or delay determination. For all funds provided by the City and all services supplied under this Agreement, the Contractor shall comply with the residency requirements in § 53-550(d), D.R.M.C., and all indirect costs that may be paid by the City pursuant to this Agreement shall not exceed the limit set in § 53-550, D.R.M.C. Notwithstanding anything to the contrary set forth herein, any provision or budgeted line item within this Agreement or its exhibits that conflict or are contrary to the provisions of § 53-550, D.R.M.C., as amended, shall be *void ab initio*.

5. REPORTS/CORRESPONDENCE

5.1. Reports and Closeout Procedures: The Contractor shall provide the Agency with the reports described in **Exhibit A** 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 all contract closeout procedures directed by the 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 close-out signature.

5.2. Correspondence: All reports and other written correspondence concerning procedural or administrative contract matters (other than the notices required to be provided to the Director and others as described below) shall be delivered electronically to DHS_Contracting_Services@denvergov.org, or by U.S. Mail to:

Attn: Contracting Services
Denver Department of Human Services
1200 Federal Boulevard, 4th Floor
Denver, Colorado 80204

Invoices shall be delivered electronically to DHS_Contractor_Invoices@denvergov.org or by U.S. Mail to:

Attn: Financial Services
Denver Department of Human Services

1200 Federal Boulevard
Denver, Colorado 80204

6. **PERFORMANCE MONITORING/INSPECTION**: The Contractor shall permit the Director to monitor and review the Contractor's performance under this Agreement. The Contractor shall make available to the City for inspection all files, records, reports, policies, minutes, materials, books, documents, papers, invoices, accounts, payrolls and other data, whether in hard copy or electronic format, used in the performance of any of the services required hereunder or relating to any matter covered by this Agreement 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.
7. **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.
8. **TERMINATION**
 - 8.1. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon ten (10) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Director.
 - 8.2. 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, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.
 - 8.3. The City is entering into this Agreement to serve the public interest. If this Agreement ceases to further the City's public interest, the City, in its sole discretion, may terminate this Agreement, in whole or in part, for convenience by giving written notice to the Contractor.
 - 8.4. Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.
 - 8.5. 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."

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

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

11. INSURANCE

11.1. General Conditions: The 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. The Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices Section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the 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. The 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.

- 11.2. Proof of Insurance:** The Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. The Contractor certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of the 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.
- 11.3. Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), the Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees, and volunteers as additional insured.
- 11.4. Waiver of Subrogation:** For all coverages required under this Agreement, with the exception of Professional Liability – if required, the Contractor's insurer shall waive subrogation rights against the City.
- 11.5. Subcontractors and Subconsultants:** The Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.
- 11.6. Workers' Compensation and Employer's Liability Insurance:** The 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.
- 11.7. Commercial General Liability:** The Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Policy shall not contain an exclusion for sexual abuse, molestation, or misconduct.
- 11.8. Automobile Liability:** The Contractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired, and non-owned vehicles used in performing services under this Agreement.

12. DEFENSE AND INDEMNIFICATION

- 12.1.** The Contractor 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 the 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.

12.2. The 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. The 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.

12.3. The Contractor shall defend any and all Claims which may be brought or threatened against City and shall 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 will be in addition to any other legal remedies available to City and will not be the City’s exclusive remedy.

12.4. Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor is responsible to obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

12.5. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

13. 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.*

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

15. ASSIGNMENT; SUBCONTRACTING: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Director’s prior written consent. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement by the City. The Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and

(ii) no contractual relationship shall be created between the City and any subconsultant, subcontractor, or assign.

16. 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.

17. 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.

18. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

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

20. CONFLICT OF INTEREST

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

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

21. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to the Contractor at the address aforementioned and to the City at the addresses below:

Executive Director, Denver Department of Human Services
1200 Federal Boulevard
Denver, Colorado 80204-3221

With a copy to:

Contracting Services Supervisor, Denver Department of Human Services
1200 Federal Boulevard
Denver, Colorado 80204-3221

With an additional copy to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

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

22. NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT

22.1. 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").

22.2. The Contractor certifies that:

22.2.1. At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this agreement in the future.

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

22.2.3. It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under the Agreement.

22.2.4. 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 it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

22.2.5. If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant

or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

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

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

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

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

25. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

26. NO DISCRIMINATION IN PROGRAM ASSISTANCE: In connection with the performance of work under the Agreement, the Contractor may not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of race, color, religion, national origin, ancestry, gender, age, military status, sexual orientation, gender identity or gender expression, marital or domestic partner status, political beliefs or affiliation, familial or parental status—including pregnancy, medical condition, military service, genetic information, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

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

City and County of Denver. These laws, regulations, and other authorities are incorporated by reference herein to the extent that they are applicable and required by law to be so incorporated.

- 28. STATUTES, REGULATIONS, AND OTHER AUTHORITY:** Reference to any statute, rule, regulation, policy, executive order, or other authority means such authority as amended, modified, codified, replaced, or reenacted, in whole or in part, and in effect, including rules and regulations promulgated thereunder, and reference to any section or other provision of any authority means that provision of such authority in effect and constituting the substantive amendment, modification, codification, replacement, or reenactment of such section or other provision, in each case except to the extent that this would increase or alter the Parties respective liabilities under this Agreement. It shall be the Contractor's responsibility to determine which laws, rules, and regulations apply to the services rendered under this Agreement and to maintain its compliance therewith.
- 29. LEGAL AUTHORITY:** The 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 the Contractor represents and warrants that he has been fully authorized by the Contractor to execute the Agreement on behalf of the Contractor and to validly and legally bind the 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 the Contractor or the person signing the Agreement to enter into the Agreement.
- 30. LICENSES, PERMITS, AND OTHER AUTHORIZATIONS:** The Contractor shall secure, prior to the Term, and shall maintain, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement. This Section is a material part of this Agreement.
- 31. PROHIBITED TERMS:** Any term or condition that requires the City to indemnify or hold the Contractor harmless; requires the City to agree to binding arbitration; requires the City to obtain certain insurance coverage; limits the Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be *void ab initio*. Any agreement containing a prohibited term shall otherwise be enforceable as if it did not contain such term or condition, and all agreements entered into by the City, except for certain intergovernmental agreements, shall be governed by Colorado law notwithstanding any term or condition to the contrary.
- 32. DEBARMENT AND SUSPENSION:** The Contractor acknowledges that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency, or political subdivision of the State of Colorado. The Contractor shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.
- 33. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.

- 34. ORDER OF PRECEDENCE:** In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.
- 35. 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, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity. The Parties agree that all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information of the Contractor made available, directly or indirectly, by the Contractor to the City as part of the Scope of Services (collectively, “Contractor Materials”), are the exclusive property of the Contractor or the third parties from whom the Contractor has secured the rights to use such product. Contractor Materials, processes, methods, and services shall at all times remain the property of the Contractor; however, the Contractor hereby grants to the City a nonexclusive, royalty free, perpetual, and irrevocable license to use Contractor Materials. The Contractor shall mark or identify all such Contractor Materials to the City.
- 36. 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.
- 37. ADVERTISING AND PUBLIC DISCLOSURE:** The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor’s advertising or public relations materials without first obtaining the written approval of the Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

38. CONFIDENTIAL INFORMATION

- 38.1.** “Confidential Information” means all information or data disclosed in written or machine recognizable form and is marked or identified at the time of disclosure as being confidential, proprietary, or its equivalent. Each of the Parties may disclose (a “Disclosing Party”) or permit the other Party (the “Receiving Party”) access to the Disclosing Party’s Confidential Information in accordance with the following terms. Except as specifically permitted in this Agreement or with the prior express written permission of the Disclosing Party, the Receiving Party shall not: (i) disclose, allow access to, transmit, transfer or otherwise make available any Confidential Information of the Disclosing Party to any third party other than its employees, subcontractors, agents and consultants that need to know such information to fulfil the purposes of this Agreement, and in the case of non-employees, with whom it has executed a non-disclosure or other agreement which limits the use, reproduction and disclosure of the Confidential Information on terms that afford at least as much protection to the Confidential Information as the provisions of this Agreement; or (ii) use or reproduce the Confidential Information of the Disclosing Party for any reason other than as reasonably necessary to fulfil the purposes of this Agreement. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The City will retain all right, title, and interest in its Confidential Information.
- 38.2.** The Contractor shall provide for the security of Confidential Information and information which may not be marked, but constitutes personally identifiable information, HIPAA, CJIS, or other federally or state regulated information (“Regulated Data”) in accordance with all applicable laws, rules, policies, publications, and guidelines. If the Contractor receives Regulated Data outside the scope of the Agreement, it shall promptly notify the City.
- 38.3.** Confidential Information that the Receiving Party can establish: (i) was lawfully in the Receiving Party’s possession before receipt from the Disclosing Party; or (ii) is or becomes a matter of public knowledge through no fault of the Receiving Party; or (iii) was independently developed or discovered by the Receiving Party; or (iv) was received from a third party that was not under an obligation of confidentiality, shall not be considered Confidential Information under this Agreement. The Receiving Party will inform necessary employees, officials, subcontractors, agents, and officers of the confidentiality obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement.
- 38.4.** Nothing in this Agreement shall in any way limit the ability of the City to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including Confidential Information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to the City for disclosure of confidential materials, 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 materials which it marked as, or otherwise asserts is, proprietary or confidential. If the Contractor objects to disclosure of any of its material, the Contractor shall identify to the City the legal basis under the Act for any right to withhold. In the event of any action or the filing of a

lawsuit to compel disclosure, the Contractor agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the City will tender all material to the court for judicial determination of the issue of disclosure. The Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss 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.

- 39. DATA PROTECTION:** The Contractor shall comply with all applicable international, federal, state, local laws, rules, regulations, directives, and policies relating to data protection, use, collection, disclosures, processing, and privacy as they apply to the Contractor under this Agreement, including, without limitation, applicable industry standards or guidelines based on the data's classification relevant to the Contractor's performance hereunder. The Contractor shall maintain security procedures and practices consistent with §§ 24-73-101 *et seq.*, C.R.S., and shall ensure that all regulated or protected data, provided under this Agreement and in the possession of the Contractor or any subcontractor, is protected and safeguarded, in a manner and form acceptable to the City and in accordance with the terms of this Agreement, including, without limitation, the use of appropriate technology, security practices, encryption, intrusion detection, and audits.
- 40. PROTECTED HEALTH INFORMATION:** The Contractor shall comply with all legislative and regulatory requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); the Health Information Technology for Economic and Clinical Health Act ("HITECH"); 42 CFR Part 2; the privacy standards adopted by the U.S. Department of Health and Human Services, as amended, 45 C.F.R. parts 160 and 164, subparts A and E; and the security standards adopted by the U.S. Department of Health and Human Services, as amended, 45 C.F.R. parts 160, 162 and 164, subpart C (collectively, "HIPAA Rules"). The Contractor shall implement all necessary protective measures to comply with HIPAA Rules, and the Contractor hereby agrees to be bound by the terms of the Business Associate Agreement attached hereto and incorporated herein in **Exhibit A**. The Contractor shall not use protected health information or substance use treatment records except as legally necessary to fulfill the purpose of this Agreement and shall hold the City harmless, to the extent permitted by law, for any breach of these regulations. This Section shall survive the expiration or earlier termination of this Agreement, and the Contractor shall ensure that the requirements of this Section are included in any relevant subcontracts.
- 41. 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.
- 42. PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only and shall not be construed to define or limit the terms and provisions hereof.
- 43. CITY EXECUTION OF AGREEMENT:** The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

- 44. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous, or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.
- 45. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.
- 46. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** The Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
- 47. ATTACHED EXHIBITS INCORPORATED:** The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A**, Scope of Work; and **Exhibit B**, Certificate of Insurance.

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Contract Control Number: SOCSV-202159285-00
Contractor Name: ROCKY MOUNTAIN HUMAN SERVICES

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

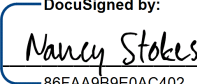
By:

By:

By:

Contract Control Number:
Contractor Name:

SOCSV-202159285-00
ROCKY MOUNTAIN HUMAN SERVICES

By:  _____
86FAA9B9E0AC402...

Name: Nancy Stokes
(please print)

Title: CFO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Rocky Mountain Human Services
SCOPE OF WORK
Jagger No. 202159285-00

I. Purpose of Agreement

The purpose of the contract is to establish an agreement and Scope of Work between Denver Human Services (DHS) and Rocky Mountain Human Services (RMHS) (“Contractor”).

II. IDDEAS Program Requirements

In addition to the eligibility, residency, and permitted use requirements outlined in the Developmental Disabilities Mill Levy, § 53-550, D.R.M.C. and referenced in this agreement, all contractors shall adhere to the following program requirements:

Mill levy contracts. It is anticipated that contractors may be awarded multiple contracts pursuant to the Mill Levy. It is the responsibility of Contractor to ensure that expenses, including payroll, are tracked and submitted on a per contract basis. Failure to do so may result in a determination that Contractor has breached the terms and conditions of one or more of the contracts.

Public meeting. Contractor shall conduct at least one meeting that is open to the public in accordance with the contract terms. Contractor will present a general overview of the progress or completion of service delivery based on the use of mill levy funding and ensure they have opportunities to receive feedback and recommendations from residents of the City and County of Denver, which may be factored into future contracts for services of a similar nature.

Grievance process. Contractor must develop a grievance process for mill levy services delivered through this contract, to be reviewed and approved by DHS. This process will be made known to the public, and will be tracked and reported to DHS.

Branding. DHS branding, including the DHS logo, may be included on curricula, deliverables, and promotional materials produced under this contract subject to written approval by the DHS Marketing and Communications Director, provided that Contractor works with the DHS Program Manager and DHS Marketing and Communications team in advance to determine opportunities to include attributions to DHS or the mill levy funds and ensure that all components of the deliverables meet DHS standards. Any materials that use DHS branding must be provided to the DHS Marketing and Communications team for review and approval at least two weeks prior to production deadline.

III. Services

The START (Systemic, Therapeutic, Assessment, Respite and Treatment) model is a community-based tertiary care crisis intervention system for persons with intellectual and developmental disabilities (I/DD) with mental/behavioral health needs (IDD/MH) and their families or caregivers. A comprehensive model, START optimizes independence, treatment, and community living for persons with IDD/MH ages 6 and up.



**Rocky Mountain Human Services
SCOPE OF WORK
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Contractor will develop a START program in Denver and is expected to become START certified over a 3-year period, during which time the team will provide direct services to Denver residents with IDD/MH and their systems of care, as Contractor pursues full certification.

Year 1: September 1, 2021 – August 31, 2022

Activities focus on team development, community awareness, START Coordination training, and START model philosophy and methods.

Year 2: September 1, 2022 – August 31, 2023

Activities continue with team development and training. Individual START Coordinator certifications anticipated to occur as mastery of concepts are demonstrated.

Year 3: September 1, 2023-August 31, 2024

Activities continue with team development and training on START model methods and concepts. Year 3 anticipated to conclude with START program certification as mastery of concepts and execution of model is achieved.

Contractor will fully participate in the learning and program development process through apprenticeship and partnership with the University System of New Hampshire's Center for START Services (CSS) professionals.

Denver START program staffing

The Denver START program will provide START coordination, clinical consultation, cross system's crisis planning, assessments, training, and coaching. START Coordinator training includes didactic training, but is also an apprenticeship/internship. Contractor will work very closely with CSS to develop the knowledge, expertise, and skills to implement the model with fidelity. Contractor will begin direct services in the community with on the job training from CSS.

Contractor will assemble a team consisting of, at minimum:

- 1 Clinical Director (1 FTE)
- 1 Program Director (1 FTE)
- 1 Clinical Team Leader (1 FTE)
- 4 START Coordinators (4 FTE, pending caseload ratios)
- 1 Therapeutic Coach Team Leader (1 FTE)
- 4 Therapeutic Coaches (4 FTE)
- 1 Medical Director (.25 FTE)
- 1 Administrative Assistant (1 FTE)

This level of staffing lends itself to a 24/7 service model, ensuring support for afterhours crises for Denver START clients. It is expected Contractor will consider and staff for the cultural and linguistic diversity of residents in our community.



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Denver START program

The mission of Denver START is to increase community capacity to provide an integrated response to people with intellectual/developmental disabilities and mental health/ behavioral health needs, as well as their families and those who provide support. **The Denver START program will be limited in scope to providing services and systems outreach for residents in the City and County of Denver, and systems outreach in the Denver Metro area, due to the source of funding for this local program.** Contractor will consult with DHS on questions pertaining to eligibility and the prioritization of partnerships, as needed.

The primary goals of the Denver START program are to implement person-centered, effective cross systems crisis prevention and intervention approaches, and to provide expertise while building capacity to better serve and support individuals with IDD/MH in the community. Referrals to Denver START may come from anyone that identifies a need to make a referral to the local program, including individuals, families, and various professionals or community members. RMHS and DHS will work together to outline referral criteria and capture in a referral process reference document as the program is developed. DHS anticipates services for approximately 250 individuals over the course of the contract term.

Contractor will aim to improve the lives of persons with IDD/MH and their families through fidelity to the START model, with exemplary services and supports that emphasize local, person-centered, positive, multidisciplinary, cost-effective, and evidence-informed practices. The START model aims to:

- A. Promote the development of least-restrictive, life-enhancing services and supports to the people referred;
- B. Provide 24-hour-a-day, 7-days-a-week, timely crisis response to the system of care in support of individuals with IDD/MH. In times of crisis, this means immediate telephonic access and in-person assessments within two (2) hours of the request whenever possible;
- C. Provide clinical treatment, assessment, and stabilization services in the context of short-term community-based therapeutic supports that are both emergency (hospital prevention, transition to community, and acute assessment and treatment) and planned (ongoing support for the individual and care provider);
- D. Facilitate the development and implementation of individual, Cross-Systems Crisis Prevention and Intervention Plans with the system of care;
- E. Provide support and technical assistance to partners in the community, including but not limited to: Individuals and their families, mobile mental health crisis teams, residential and day providers, and outpatient and inpatient mental health providers;
- F. Provide state-of-the-art assistance such as access to experts in the field, linkages with local and national resources, and the commitment to ongoing consultation and training for both the START programs and their partners;



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G. Create and maintain affiliation and linkage agreements with community partners to clarify roles and responsibilities, overcome existing barriers in the system, and enhance the capacity of the system as a whole;

H. Provide systemic consultation to work with teams to improve: opportunities for mutual engagement; a team approach that fosters clarity of roles and responsibilities; and cooperation and collaboration in the context of a comprehensive, strengths-based understanding of the people we serve;

I. Assess the needs of the population locally, statewide, nationally, and internationally, and work with stakeholders to ensure that effective service delivery takes place;

J. Collect data, measure outcomes, and modify strategies to meet the aforementioned goals; and

K. Enhance the capacity of local providers and stakeholders through ongoing collaboration, development of linkage agreements, participation in a program Advisory Council, and regular training including Clinical Education Team meetings. These activities also promote accountability of the START program and improved outcomes for service recipients.

Relationships, partnerships, and linkages

The Denver START program will enhance relationships and partnerships with I/DD and mental health, education, and other providers, such that individuals with IDD/MH are able to receive appropriate and timely clinical support to meet their needs in the least restrictive setting possible. The program is part of a service network developed through multi-level linkage agreements between agencies and providers (local, statewide, national); ongoing clinical education and consultation; technical assistance; and data-driven, evidence-informed practices and analyses. In particular, partnerships with Mental Health Center for Denver, Denver Health, and Denver Public Schools are highly anticipated and considered critical to the success of the Denver START program.

Denver START coordinators or other qualified Denver START staff may be asked to execute trainings with essential community partners as appropriate, including DHS staff, for the long-term benefit and well-being of Denver residents with I/DD. Any training opportunities will be discussed between Contractor, CSS, and DHS to determine priority and ensure direct services to Denver START clients are not impeded.

CSS collaboration

The Center for START Services (CSS) serves as an integral partner in the development and implementation of the model in the Denver community. Contractor will develop a collaborative, learning-based partnership with CSS. Contractor input is essential to ensure that the national model can adapt within the local program to meet unique needs of the citizens of Denver. Contractor is expected to regularly share performance updates and necessary client data with both DHS and CSS as needed for the successful delivery of services under this apprenticeship-model.



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The Parties agree to not disclose confidential client information, including protected health information (PHI), or personally identifiable information (PII), or substance use disorder treatment information, regarding public assistance, benefits, physical health, mental health, child welfare, or other records created or collected in the course of serving a client, except as required or allowed by law, or with the client's permission or permission of their parent or legal guardian, or pursuant to a lawful court order, and only will disclose in compliance with all applicable federal, state, and local laws, regulations, ordinances, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), the Colorado Children's Code Title 19, 42 CFR Part 2.

CSS provides START Coordinator training and certification, including facilitation of Coordinator Training Group. Contractor will coordinate with CSS staff on remote trainings and coaching, as well as plans for on-site visits, with consideration for public health guidance and staff/client safety. Additionally, CSS monitors Contractor's program implementation and will evaluate the program for START certification.

Contractor participation in the START model with CSS through this Agreement includes access to, but is not limited to:

- CSS coaching and office hours
- National Online Training Series
 - Access to the related fiscal year START National Online Training Series.
- Participation in relevant START Practice Groups
- Web-based training for all START team users for data collection and logins for/ access to the national START database (i.e. START Information Reporting System (SIRS) database).

Contractor is expected to execute a Business Associate Agreement (BAA) with CSS, and will enter data identified through unique identification numbers, **timely** into the SIRS database for CSS review of service development, local trends, and subsequent reporting to DHS. As this is an apprenticeship model, some HIPAA protected information may need to be exchanged either through data tracked in the national database or during CSS coaching. However, the majority of Personally Identifiable Information (PII) is expected to be maintained and protected by Contractor at the local program level.

Denver START Advisory Council

Contractor will form a Denver START advisory council, given the wide spectrum of individuals needing services, the changing landscape with regard to research and training, and the commitment to success across providers and systems.

Contractor will recruit and seat key stakeholders they identify as critical partners for program success, which may include, but is not limited to: persons with lived experience with IDD/MH, parents/caregivers of children/youth with IDD/MH, Mental Health Center



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for Denver, Denver Health nurse coordinators for people with complex needs, Colorado Crisis Services, primary health care, emergency medicine, law enforcement, housing, I/DD and/or mental and behavioral health residential service providers, JFK Partners, Children's Hospital of Colorado, Denver Public Schools, Child Welfare, Adult Protective Services, and other community-based resources. Contractor will ensure they have a broad representation to center a whole-person approach to program implementation.

Denver START Clinical Team certification

START Coordinator Certification for Contractor staff occurs upon completion of didactic training and Coordinator Training Group, proven competence in several domains including development of a cross systems crisis plan, case presentation and a START comprehensive service evaluation, crisis contacts, and trainings. Participants will receive a certificate recognizing their status as a certified START Coordinator and are anticipated to have continued access to the START national online training series and practice groups.

Denver START program certification

Contractor will be evaluated by CSS for formal START program certification towards the end of this contract term. It is expected Contractor will monitor the Denver START program's progress towards certification in partnership with CSS, and will transparently provide periodic updates on their status to DHS through check-ins or reports.

DHS collaboration

Contractor will have periodic check ins with DHS either by remote video conference, phone call, or email to track overall progress toward goals outlined in this Services section. Contractor will stay in close communication with DHS staff liaison and will keep DHS apprised of any hurdles to success they identify throughout the local Denver START program development, training, and certification process.

Contractor's program development should align with DHS's commitment to diversity, equity, access, inclusion, and transparency.

IV. Process and Outcome Measures

A. Process Measures.

1. Contractor will hire essential staff outlined in this scope of work and track staff progress toward and achievement of certification of local START provider, including regular updates to DHS on progress towards local program certification.
2. Leadership of and/or facilitation of community-facing meetings, seminars, or trainings under model, including full participation in a Denver START program kickoff.
3. Contractor will seat and staff a START advisory council in alignment with national START guidelines and expectations.



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4. Contractor will develop partnerships and/ or linkage agreements with essential community partners throughout the contract term.
5. Contractor, in collaboration with CSS, will track various process measures, such as:
 - a. Total number of participants;
 - b. Demographics of individuals served;
 - c. Reasons for referral;
 - d. Cultural and linguistic competency measures as identified in partnership with Contractor and accepted by CSS and DHS teams, as appropriate.

B. Outcome Measures.

1. Contractor, in collaboration with CSS, will track various outcome measures as identified through START best practices and local program needs, such as:
 - a. Number OR percentage of misdiagnosed or underdiagnosed individuals served, and any referral outcomes;
 - b. Emergency service utilization over time, including out of home/ out of state placement rates;
 - c. Rates of stabilization following crisis;
 - d. Quality of life and inclusion measures;
 - e. Changes in mental health stability and wellness as appropriate;
2. Contractor will identify, track, and report on any other local data or trends that are deemed critical measures as the local program develops, either through SIRS database reporting or progress reports delivered to DHS.

V. Performance Management

A. Performance Management

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

1. **Program or Managerial Monitoring:** Review the quality of the services being provided and the effectiveness of those services addressing the needs of the program.
2. **Contract Monitoring:** Review and analysis of current program information to determine the extent to which contractors are achieving established contractual goals. Financial Services, in conjunction with the DHS program area and other designated DHS staff, will provide performance monitoring and reporting reviews. DHS staff will manage any performance issues and will develop interventions to resolve concerns.
3. **Compliance Monitoring:** Ensure that the terms of the contract document are met, as well as Federal, State and City legal requirements, standards and policies.



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4. **Financial Monitoring:** Ensure that contracts are allocated and expended in accordance with the terms of the agreement. Contractor is required to provide all invoicing documents for the satisfaction of Financial Services. Financial Services will review the quality of the submitted invoice monthly. Financial Services will manage invoicing issues through site visits and review of invoicing procedures.

B. Reporting

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

Report Name	Description	Frequency*	Reports to be sent to:
1. START Information Reporting System (SIRS) Data Input	Contractor will input local case data into the SIRS database timely, utilizing unique ID numbers so that data is de-identified. The national SIRS database captures de-identified health information about individuals receiving START services and has the ability to provide reporting by caseload, by region, and by state.	Monthly upon the commencement of services. Exact dates will be set in writing early on in the contract term and will be agreed upon by all parties.	CSS and DHS will monitor for timely data entry in SIRS database which impacts other program reporting.
2. Denver START Annual Evaluation Report	Annual evaluation reporting on the development and implementation of the local START program, including process/ outcome measures and community impact analysis as well as progress updates on certification. This report will detail progress in developing partnerships and linkages, critical details from Advisory Council engagement, findings learned through community feedback mechanisms and capacity building activities, and should include relevant observations and analysis related to overall START	3 times, due on or before Sept 30, 2022; Sept 30, 2023; and August 31, 2024	Written Annual Evaluation Reports will be sent to DHS Program Manager** (crystal.porter@denvergov.org) DHS Program Manager** will work with contractor on report format to best suit contracted services and



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	support services for Denver clients. Analysis of service outcomes is expected.		nimble progress reporting.
3. IDDEAS Advisory Council Presentation	<p>Presentation on activities and services provided to date under the contract term, as well as an indication of progress towards full program certification.</p> <p>Contractor will schedule presentation date with DHS Program Manager.</p>	1 time, delivered by November 17, 2023	<p>Presentation materials to be prepared and sent to DHS Program Manager** at crystal.porter@denvergov.org 10 business days prior to presentation date.</p>

** DHS may designate additional staff liaison(s) in addition to the DHS Program Manager.

VI. DHS funding information:

- A. **Program Name: IDDEAS Program**
- B. **Funding Source: Mill Levy – Special Revenue**

VII. Budget


Invoices and reports shall be completed and submitted on or before the Contractor’s Monthly Expenditure Reports [invoices] shall be submitted no later than the last day of the following month for which the Contractor seeks reimbursement 100% of the time. Contractor shall use DHS’ preferred invoice template, if requested. Invoicing supporting documents must meet DHS requirements.

Unless otherwise instructed, invoices shall be submitted to DHS Contractor Invoices@denvergov.org or by US Mail to:

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



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		BUDGET (Cost Reimbursement)
Contract Administration – Financial Services Division 1200 Federal Blvd., Fourth Floor Denver, CO 80204-3221 Phone: 720-944-2233 FAX Phone: 720-944-2224 DHS_Contracting_Services@denvergov.org		
Contractor Name: Rocky Mountain Human Services		
Contract Term: September 1, 2021 – August 31, 2024		
Contract Number: 202159285-00		
Program Name: Denver START Program (I/DD Mental Health Services Pilot)		
Direct costs	Amount	Budget Narrative
START Program Staff (Multiple Staff)	\$2,837,445	<p>Salary costs for multiple Denver START program staff, to be reimbursed at cost with supporting documentation, such as receipt of payroll register documents demonstrating employees' wages and timesheets. PTO payouts to occur in alignment with Denver Human Services' policy and procedure. Reimbursement shall not include pay for bonuses or severance.</p> <p>Titles over the life of the contract may include, but are not limited to:</p> <ul style="list-style-type: none"> -Clinical Director -Program Director -Clinical Team Leader -START Coordinators (pending caseload ratios) -Therapeutic Coach Team Leader -Therapeutic Coaches -Medical Director -Administrative Assistant
Fringe and Payroll Taxes	\$701,813	Fringe benefits for Denver START program staff including payroll taxes and all standard benefits (health, vision, dental, workers'



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		compensation, disability insurance, 403(b) contribution), employer portion to be reimbursed at cost.
Staff Development & Training	\$15,900	License renewals, credentialing expenses, and continuing education for Denver START program staff outside of START training and certification, to be reimbursed at cost upon submission of invoices/receipts, proof of payment, and submission of certificates or other proof of attendance.
Technology & communications	\$77,360	Purchase of computer equipment as well as cellular phone devices, service fees, and other maintenance costs for technological items assigned to Denver START program staff and other equipment, including scanners, printers (stationary and portable) computer network, hardware and software, and peripherals. The cost to rent or purchase equipment or service existing equipment, including warranties applicable to the current term of this contract, to be reimbursed at cost upon submission of invoices/receipts and proof of payment.
Office supplies	\$20,790	Costs for program-designated office supplies to be reimbursed at cost upon submission of invoices/receipts and proof of payment.
Travel	\$79,050	<p>Personal vehicle mileage reimbursed at the standard IRS rate at the time of travel, to be reimbursed upon receipt of mileage records demonstrating start and end locations including zip codes, date, and reason for trip.</p> <p>Additional program-related travel expenses including travel to seminars or conferences, to include, but not limited to fees for Start National Training Institute (SNTI)</p>



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		<p>conference for years 1, 2, and 3, including conference registration fees, lodging, airfare or other transportation costs, travel insurance for flights. Reimbursement of public transportation and ride share services, parking and toll costs associated with program-related travel to be reimbursed at cost.</p> <p>Travel expenses may be reimbursed once the travel occurs, with travel itinerary and supportive materials such as invoices/receipts, conference schedules, and proof of payment.</p> <p>Per diems for travel will be reimbursed based on standard IRS guidelines at the time of travel. Tips are capped at 20% and expenses should follow IRS guidelines regarding travel.</p>
Client management software	\$16,064	Software licenses billed per client per month, with invoice/receipt and proof of payment.
Outreach	\$6,300	Outreach materials and activities, including but not limited to professional marketing services, social media postings and advertisements, brochures and printing services and promotional materials, to be reimbursed at cost with invoices/receipts and proof of payment.
Client services/support needs	\$900,000	Funds to ensure client services/supports needs are met in fulfillment of START crisis support and individualized crisis planning, could include but is not limited to: basic needs such as food, clothing, communication devices, sensory sensitivity tools, durable medical equipment, essential services not covered by other funding sources, education needs, healthcare services and supports, social and



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		recreational supports, trainings for individuals, caregivers, and/or natural support persons. Items generally not covered by other funding sources due to gaps in services or benefits coverage; to be reimbursed at cost with invoices/receipts and proof of payment and proof of delivery.
Revenue cycle	\$15,696	Billing support for client services/support needs, billed per transaction.
Professional services	\$49,454	Purchases of professional services to support client access, participation, health, and wellbeing, including but not limited to interpretation services, occupational therapy, speech services, evaluations through primary care physicians, etc. Backup will include invoice/ receipt from vendor or provider and proof of payment.
Total Direct Costs	\$4,719,872	
Indirect Cost	\$943,974	Actual cost not to exceed 20% of total direct costs over the term of the agreement.
Contract Total Amount	\$5,663,846	

VIII. 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.



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- 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



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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.



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- 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.



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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.



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- 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.



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- 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 DHS 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.



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- 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:



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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



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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.

9. SUBSTANCE ABUSE (42 C.F.R., Part 2)

Provider will also comply with all provisions of 42 C.F.R., Part 2 relating to substance abuse treatment and records.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/20/2021

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER IMA, Inc. - Colorado Division 1705 17th Street, Suite 100 Denver CO 80202	CONTACT NAME: IMA Denver Team PHONE (A/C No, Ext): 303-534-4567 FAX (A/C, No): E-MAIL ADDRESS: DenAccountTechs@imacorp.com														
INSURED RMTNHUM Rocky Mountain Human Services 9900 E Iliff Avenue Denver CO 80231	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Philadelphia Indemnity Insurance Company</td> <td style="text-align: center;">18058</td> </tr> <tr> <td>INSURER B: Pinnacol Assurance</td> <td style="text-align: center;">41190</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Insurance Company	18058	INSURER B: Pinnacol Assurance	41190	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: 138227713 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2272450	5/15/2021	5/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2272450	5/15/2021	5/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB767420	5/15/2021	5/15/2022	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			4115575	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PHPK2272450	5/15/2021	5/15/2022	Per Occurrence 1,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Sexual Abuse and Molestation Coverage is not Excluded.

Crime Coverage: Policy #107273110
 Effective Dates: 5/15/21-5/15/22 Insurer: Travelers Casualty and Surety Co of America
 \$1,000,000 Employee Dishonesty resulting in loss of Money and Securities; \$25,000 Deductible

See Attached...

CERTIFICATE HOLDER City and County of Denver Denver Department of Human Services 1200 Federal Blvd, 4th Floor Denver CO 80204 USA	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
---	--

AGENCY CUSTOMER ID: RMTNHUM

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY IMA, Inc. - Colorado Division		NAMED INSURED Rocky Mountain Human Services 9900 E Iliff Avenue Denver CO 80231	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Sexual Abuse and Molestation Coverage: Policy #PHPK2272450
 Effective Dates: 05/15/2021-05/15/2022 Insurer A: See Above
 \$1,000,000 Limit; \$2,000,000 Aggregate

Cyber Liability Coverage: Policy #CYB100574700
 Effective Dates: 05/15/2020-08/15/2021 Insurer: Hudson Excess Insurance Company
 \$5,000,000 Limit; \$5,000,000 Aggregate; \$25,000 Deductible

City and County of Denver, its elected and appointed officials, employees and volunteers are included as Additional Insureds on the General, Automobile, and Umbrella Liability Policies if required by written contract or agreement subject to the policy terms and conditions. This Insurance is Primary and Non Contributory on the General Liability Policy subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of Additional Insureds on the General, Automobile, Umbrella Liability and Workers Compensation Policies if required by written contract or agreement subject to the policy terms and conditions.

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

6/18/2021

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER IMA, Inc. - Colorado Division 1705 17th Street, Suite 100 Denver CO 80202		CONTACT NAME: IMA Denver Team	
		PHONE (A/C. No. Ext): 303-534-4567	FAX (A/C. No.):
		E-MAIL ADDRESS: DenAccountTechs@imacorp.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Indemnity Insurance Company	
		INSURER B: *Pinnacol Assurance	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER: 1913626230****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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PHPK2272450	5/15/2021	5/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2272450	5/15/2021	5/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB767420	5/15/2021	5/15/2022	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	4115575	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PHPK2272450	5/15/2021	5/15/2022	Per Occurrence 1,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Sexual Abuse and Molestation Coverage is not Excluded.

Crime Coverage: Policy #107273110
 Effective Dates: 5/15/21-5/15/22 Insurer: Travelers Casualty and Surety Co of America
 \$1,000,000 Employee Dishonesty resulting in loss of Money and Securities; \$25,000 Deductible

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City and County of Denver Denver
 Department of Human Services
 1200 Federal Blvd, 4th Floor
 Denver CO 80204
 USA

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

Brenda Vincent

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ADDITIONAL REMARKS SCHEDULE

AGENCY IMA, Inc. - Colorado Division		NAMED INSURED Rocky Mountain Human Services 9900 E Iliff Avenue Denver CO 80231	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Sexual Abuse and Molestation Coverage: Policy #PHPK2272450
 Effective Dates: 05/15/2021-05/15/2022 Insurer A: See Above
 \$1,000,000 Limit; \$2,000,000 Aggregate

Cyber Liability Coverage: Policy #CYB100574700
 Effective Dates: 05/15/2020-08/15/2021 Insurer: Hudson Excess Insurance Company
 \$5,000,000 Limit; \$5,000,000 Aggregate; \$25,000 Deductible

City and County of Denver, its elected and appointed officials, employees and volunteers are included as Additional Insureds on the General, Automobile, and Umbrella Liability Policies if required by written contract or agreement subject to the policy terms and conditions. This Insurance is Primary and Non Contributory on the General Liability Policy subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of Additional Insureds on the General, Automobile, Umbrella Liability and Workers Compensation Policies if required by written contract or agreement subject to the policy terms and conditions.