

## THIRD AMENDATORY AGREEMENT

**THIS THIRD AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **JEWISH FAMILY SERVICE OF COLORADO, INC.**, a Colorado nonprofit, whose address is 3201 S Tamarac Dr., Denver, CO 80231 (the “Contractor”), individually a “Party” and collectively the “Parties.”

**WHEREAS**, the Parties entered into an Agreement dated June 26, 2020, an Amendatory Agreement dated July 27, 2021, and a Revival and Second Amendatory Agreement dated August 1, 2022, to provide intensive case management services to assist participants that need ongoing support to gain employment and educational opportunities (the “Agreement”); and

**WHEREAS**, the Agreement expired by its terms on June 30, 2023, and rather than enter into a new agreement, the Parties wish to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend the Agreement as set forth below.

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

1. Effective July 1, 2023, all references to Exhibits A, A-1, and A-2 in the existing Agreement shall be amended to read Exhibits A, A-1, A-2, and A-3, as applicable. Exhibit A-3 is attached and will control from July 1, 2023.

2. Section 3 of the Agreement, titled “**TERM**,” is amended to read as follows:

“3. **TERM**: The term of the Agreement (“Term”) shall commence on July 1, 2020, and expire, unless sooner terminated, on June 30, 2024. Subject to the Director’s prior written authorization, the Contractor shall complete any work in progress as of the then current expiration date and the Term will extend until the work is completed or earlier terminated.”

3. Subsection 4.5.1 of the Agreement, titled “**Maximum Contract Amount**,” is amended to read as follows:

“4.5.1. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Two Million Two Hundred Twenty-One Thousand Eight Hundred Sixty Dollars (\$2,221,860.00) (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 **Exhibits A, A-1, A-2, and A-3**. Any services performed beyond those in **Exhibits A, A-1, A-2, and A-3** or performed outside the Term are performed at the Contractor’s risk and without authorization under the Agreement.”

4. Section 23 of the Agreement, titled “**NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THIS AGREEMENT**,” is amended to read as follows:

“23. **INTENTIONALLY OMITTED.**”

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

6. This Third Amendatory Agreement is not effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

7. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A-3**, Scope of Work.

**REMAINDER OF PAGE INTENTIONALLY BLANK**

**Contract Control Number:** SOCSV-202367652-03 / SOCSV-202054897-03  
**Contractor Name:** Jewish Family Service of Colorado, Inc.

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-202367652-03 / SOCSV-202054897-03  
Jewish Family Service of Colorado, Inc.

By: DocuSigned by:  
  
97E78BDEFCB6A4A2...

Name: Linda Foster  
(please print)

Title: President and CEO  
(please print)

ATTEST: [if required]

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

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

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



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**I. Purpose of Agreement**

The purpose of the contract is to establish an agreement and Scope of Services between Denver Human Services (DHS) and Jewish Family Service of Colorado, Inc. (Contractor), to provide intensive case management services to assist Colorado Works (CW)/Temporary Assistance for Needy Families (TANF) participants that need ongoing support to gain employment, educational opportunities or connection to services to remediate short- and long-term barriers.

Further, Contractor is identified as a subrecipient for the purposes of this agreement and is therefore subject to all terms, conditions and regulatory requirement required of federal funding subrecipients per 2 CFR Part 200, as well as specific rules and regulations for the Colorado Works/Temporary Assistance for Needy Families program.

**II. Background**

In 1996, Congress explicitly envisioned the TANF program as a critical support for families to gain the needed skills and knowledge to care for children in their own home and to promote job preparation and access to work. TANF is also often the only source of financial support for families and can be a portal to other critical safety net programs, including Supplemental Security Income (SSI), the Supplemental Nutrition Assistance Program (SNAP)/food stamps, childcare assistance (CCAP), and Medicaid. States can use TANF creatively and provide supports and services directly responsive to the needs of needy families.

The goal of the Colorado Works/TANF Program in Denver County is to promote the long-term economic well-being of our community, through preparation for and attachment to employment for those who are able to work. DHS' CW program is designed to engage individual participants with the services, opportunities, resources and tools needed to successfully move toward stability and self-sufficiency. DHS facilitates robust community gains by partnering with local businesses, educational institutions, and other service providers in the area, and advocating for participants as a vital part of the DHS support network. For those who are not readily able to work, Denver's CW program offers supports and services intended to increase employability and promote family safety and stability.

Science tells us that it is never too late to help adults build up their core capabilities, and that we can have a life-long impact if adults support the development of these skills in childhood. When adults have opportunities to build the core skills that are needed to be productive participants in the workforce and to provide stable, responsive environments for the children in their care, our economy will be stronger, and the next generation of citizens, workers, and parents will thrive. We also know that programs that provide support and "bridging" by crossing barriers of race, gender and class and "bonding" by tying participants and staff into a supportive community has positive long-term impact. DHS realize the importance of these services and supports and is seeking them for those most in



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need in our community, including the link to social capital and its effectiveness in supporting low-income persons through the transition to employment.

DHS is responsible to administer eligibility for Colorado Works pursuant to Colorado Revised Statutes (CRS) at section 24-4-103 (11) CRS, and Colorado Code of Regulations (CCR), 9-CCR-2503-6. DHS and contracted vendors may share responsibility for workforce case management, depending on participant job readiness, which includes workforce data entry into the Colorado Benefits Management System (CBMS).

In response to this need and the flexibility afforded under the legislation, DHS is seeking to improve adult and child outcomes for the most vulnerable families entrusted in our care. With that vision in mind, connection to these services and supports is done by conducting a thorough assessment of the family's needs and especially those needs that are directly connected to the adults in the household related to their employability.

TANF participants will require in-depth and ongoing assessment of barriers and job readiness levels. From the assessments, Individualized Plans will be developed with the participant that offer intensive supports and services that shall lead to improved economic well-being.

Households are determined at application to be either eligible or ineligible for TANF assistance. Adults who are considered work-eligible are provided with individualized services and supports to promote their family's economic well-being. All TANF eligibility for applicants is determined by DHS. DHS assesses initial work-eligibility to determine which work activities, services and supports available in the program are the best fit for the participant, as well as what agency/contractor might serve the participant best based on their scope of services.

Adult members of the assistance unit are limited to 60 months of TANF assistance during their lifetime. Services provided will need to be achievable within this 60-month limit with the understanding that many TANF participants have already used a portion of their lifetime limit.

### **III. Services - Contractor TANF Programming**

- A.** To support and engage eligible participants to develop strategies that address individual and family needs, DHS will work jointly with Contractor to provide the following:
  - 1. In depth assessment, family counseling, and work support programs associated with the implementation and operation of the TANF Program for households. These households may have limited marketable vocational skills, commitment and/or work experience.



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- a. It is anticipated that long term family income may be through other source such as SSI/SSDI, or employment earnings.
2. Services include but are not limited to intensive case management, life and work skills classes, career exploration, Adult Basic Education (ABE), General Educational Development (GED)/High School Equivalency (HSE) attainment, and ongoing post-job placement support.
  - a. Households may not initially meet full participation within TANF due to barriers that are being resolved.
  - b. It is anticipated that long term family income will be through employment earnings.
3. Services include but are not limited to intensive case management, life and work skills classes, career exploration, parent classes, connection to employment supports as well as services and resources to family stabilization.

The DHS initial assessment will be used as guidelines to help determine the most appropriate initial placement with an agency/contractor that can best meet the participant's needs. DHS' goal is to establish a continuum of services and understands a participant's circumstances will evolve over time.

**B.** Contractor may offer programming at the following location:

1. 3201 S. Tamarac Drive Denver CO 80231, at partner sites across the Denver metro area, and/or in a virtual modality.

**C.** Contractor TANF participants will have access to JFS Employment Services' classes and programs, including the Abby's Impact program, and these include:

1. Career Launchpad.
  - a. A series of workshops with proven techniques for individuals to search, apply, interview, and secure their next career. Participants learn valuable skills to prepare for opportunities to fill the Denver community's employment gaps. This program includes ongoing retention support for participants following employment.
2. Job Search Accelerator (JSA).
  - a. Participants will learn the latest job search skills to get back to work quickly in this informative program. JSA is ideal for those experiencing unemployment or underemployment, for someone contemplating a career change or re-entering the workforce after a long absence.
3. Federal Student Aid.
  - a. This class provides a step-by-step guide on how to apply for financial aid through the Free Application for Federal Student Aid (FAFSA).
4. Managing Student Loans.
  - a. Revisit the different types of student loans you may have and explore the different ways to repay your loans.



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5. Getting Ahead in a Just-Gettin'- by- World.
  - a. This program will enable participants to examine their own experiences with poverty as well as issues in the community that impact poverty, such as banking, housing, jobs, and transportation.
6. Getting Ahead in a Just-Getting'-by- World: Adverse Childhood Experiences Study (ACES) and Positive and Adverse Childhood Experiences (PACES).
  - a. Learn to build mental models of what life is like for you now and what you want your life to be in the future.
  - b. Examine our own experiences and explore issues in our communities that impact poverty, including how to take action to end poverty.
7. Trauma of Money
  - a. The Trauma of Money Method is a compassionate approach, delivered through online training, that explores frameworks for healing collective and individual traumas to create financial safety and well-being.
8. Love and Logic.
  - a. This program teaches parents how to balance love, mutual respect, limits, and accountability with their children.
9. Acceptance & Commitment Therapy (ACT) Skills Training.
  - a. A psychoeducational program that uses values clarification and mindfulness strategies to increase psychological flexibility.
10. Redefining Happiness.
  - a. In this course participants work on discovering what they value in life, how to disengage from unhelpful thinking patterns, and learn to connect to the moment so that they can enjoy what is right in front of them.
11. Resource Connection Club.
  - a. A quarterly meeting to share local community resources and hear from experts in the field of knowledge.
12. Vocational Training Programs
  - a. Administrative and Customer Services training: Earn a certification in two of the most transferable job skills that employers desire. This training will focus on the following: Interpersonal Skills, Task & Project Management, Computers & Internet Technology, and Management Skills.
  - b. AutoCAD Design: This training prepares you to enter the exciting world of 2D and 3D design and earn your Certification as an AutoCAD User.
  - c. Foundations of Digital Literacy: Basic Computer and Internet Skills, Emails Systems: Microsoft Outlook and Gmail, Windows and Mac OS, Microsoft Word, Excel, PowerPoint, Google Drive, Docs, Slides, and Sheets.

Additional programs or updates to programs may be implemented with written agreement from DHS. All JFS services, programs, and classes welcome Colorado Works participant feedback and may modify curriculum based on feedback received.





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JFS reserves the right to implement its own secure and confidential data collection system, forms, processes, and regulations for all internal offerings outside of Colorado Works.

- D.** Participants will additionally have access to integrated and customized services at Jewish Family Service. This includes:
  - 1. Mental health counseling and services: Professional mental health therapists provide quality counseling to children, adolescents, adults, and older adults with the goal of helping people grow and change.
  - 2. Housing stability and food security: Programs include housing case management, emergency financial assistance, holiday gifts, school supplies and food for people in crisis.
  
- E.** Programming may be offered virtually, in-person, and/or through hybrid models.
  
- F.** Contractor will focus on assisting participants in working through the long-term challenges that prevent them from finding stabilization for their family and develop plans for self-sufficiency. These barriers may include, but are not limited to:
  - 1. Homelessness.
  - 2. Limited engagement/ interest in personal development.
  - 3. Parenting and relationship limitations.
  - 4. Limited executive functioning skills for professional and personal settings.
  
- G.** Contractor will be assigned as the case manager of record. As the case manager of record Contractor Case Managers will provide ongoing case management supports including ongoing assessment, development of Individualized Plans (IP) with participant, and engagement into workforce development activities.
  
- H.** Contractor' integrated programs provide solutions to reduce generational poverty in the Metro Denver community, developing an educated and skilled workforce and families that rely less on government assistance.
  
- I.** DHS TANF participants assigned to Contractor for case management services may attend a bi-monthly orientation at a Contractor location or virtually. Their orientation and an initial one-on-one meeting with their case manager to develop individualized goals for their participation in the program. Services will be onsite or virtually as needed.
  
- J.** For the TANF applicant or participant objecting to the religious character of any TANF service provider, that applicant or participant shall be entitled to receive services from an alternative provider to which the individual has no religious objection.



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**K.** This contract allows for any TANF contractor to provide an alternative means for benefits, assistance, or services if an individual objects to being served by the religious provider chosen as a contractor by the county. Contract agencies can directly refer TANF clients to an alternative provider with reasonable accessibility to services and the capacity to provide comparable services to the individual. Such services shall have a value that is not less than the value of the services that the individual would have received from the program participant to which the individual had such objection, as defined by the State or county. Alternately, the contractor shall refer the TANF applicant or recipient back to the county department for appropriate rereferral.

**L. Contractor Responsibilities**

1. Hire and manage qualified and trained staff to provide quality TANF case management to populations that present with barriers and other needs that are typically beyond the scope of staff at DHS.
2. Provide intensive case management services and supports to TANF participants who need additional and more intensive specialized assistance to prepare them to find and keep employment.
3. Contractor agrees to use City/DHS issued email addresses for all TANF related communication with DHS participants. This includes complying with all City prescribed privacy requirements related to communication and information sharing.
4. Provide budget oversight of TANF funding to ensure incurred costs follow State and federal statutes and regulations.
5. Provide administration of the Colorado Works/TANF program and ensure State and federal statutes and regulations are implemented and followed.
6. Work closely with DHS on collaboration efforts related to TANF goals, outcomes, policies, and procedures.
  - a. Provide regular reporting (financial, programmatic or outcome based).
  - b. Participate in training and policy development activities as needed.
7. Contractor will utilize the designated data systems, including but not limited to, the Colorado Benefits Management System (CBMS) for TANF customers. CBMS shall be used to track all TANF participant information. CBMS must be used in accordance with the DHS and Colorado Department of Human Services (CDHS) written policies, procedures, and trainings. Each staff person will be given the minimum access required to perform their specific role under the Contract. Contractor agrees to abide by and require all staff users to abide by the City and County of Denver data confidentiality and security agreements.
  - a. DHS and the State will coordinate CBMS security access setup and controls. All requests should be routed through the DHS CBMS Help Desk to ensure that State and internal processes are followed.
8. Contractor agrees to ensure all electronic communication referencing TANF participants will follow all privacy requirements, including but not limited to, encrypting emails to recipients outside of the City network.



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**M. Audits**

Contractor and DHS will work collaboratively to collect and retain all Colorado Works/TANF program information necessary to ensure compliance with the requirements of any applicable state or federal law and program regulations. This includes all case management records (paper and automated), which includes, but is not limited to, all assessments, Individual Plans (IPs), workforce development activities, participation tracking sheets, contracted services, and workforce counseling administered by Contractor. Contractor and DHS will cooperate with each other in responding to inquiries that either agency may receive from state or federal authorities regarding any programs that Contractor is responsible for administering pursuant to this agreement. DHS will notify Contractor in advance of every TANF related audit and Contractor will have a representative present at such audit as needed. Contractor will participate in all audit coordination as appropriate, including meeting all DHS timeline requirements.

**N. Secondary Stage Supervisory Case File Reviews**

In accordance with the regulations at 45 CFR 261.63 – Colorado’s Work Verification Plan requirements, Contractor will be required to review a random sample of cases each month with an approved review tool. The number of cases vary and are based upon Denver’s share of a monthly statewide sample of work-eligible individuals. The Secondary Stage Supervisory Review may be conducted by DHS staff. Case reviews will be completed within the applicable databases or processes as established by DHS or CDHS. Contractor will adhere to all applicable timeframes for completion. At minimum, the following shall be subject to verifications through this process:

1. Proper work activity utilization based on federal regulatory definitions and per Colorado’s approved Work Verification Plan and data entry into CBMS.
2. Monthly timesheet or other allowable work hour documentation included in the case record.
3. Excused absences and holidays are being applied consistently per state and county policy.
4. The Fair Labor Standards Act is properly applied to community service and community work experience.

**O. Management Site Visits and other Audits**

Denver County and/or the State of Colorado may conduct regular on-site reviews of Colorado Works contracts and related services. These on-site reviews are meant to provide service providers with direct feedback on the implementation of their program and include a summary of the findings from the ongoing case file reviews. Denver County and/or state staff will analyze and review contractor policies, plans, procedures, contracts/sub-contracts, and other relevant documents and administrative data that



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describe and inform program implementation, strengths and opportunities for improvement. The focus of the site visit is primarily one of information sharing, technical assistance, and training with county and/or state staff representing various areas of program operations (finance, budget, policy, program, training and technical assistance).

For other formal federal, state, and county audits, Contractor will provide accurate and complete case files within the DHS timeline requirements. Contractor will be responsible for repayment to DHS of any disallowed costs resulting from a final audit action imposed by CDHS or other regulatory authority pertinent to the work at Jewish Family Service. Contractor will be responsible for following up on auditor findings, providing for refunds and implementing approved final corrective action plans, if any. DHS will monitor Contractor's response to audit related matters to ensure ongoing compliance. DHS and Contractor will work with State and Federal auditors as requested. Contractor will provide a designee as a point of contact for monthly quality meetings and for audits.

**P. Records**

Contractor will comply with written State and Denver County/DHS policies and processes provided to Contractor by DHS related to case file maintenance, case retention and storage. No client case information will be maintained outside of the client's automated case files established by DHS, unless client has signed a Release of Information allowing particular data to be disclosed relevant to internal JFS programming. Contractor will not maintain a separate case file that contains TANF documentation that should be housed with DHS. Documentation obtained to support specific contracted programmatic services not associated with the TANF program shall be retained by Contractor as this information does not pertain to the Colorado Works/TANF Workforce program. At a minimum, Contractor will maintain all client documentation in client case files according to stated case order policy provided by DHS. Contractor agrees to work with DHS to provide information from these files should a documented request, audit or need arise for the information. Client documentation will be sent to the scanning department for electronic filing no more than five (5) days after the document was created. Contractor will provide a copy of their current record retention and destruction policy as required by House Bill 18-1128 within 30 days after the execution of this contract. Upon termination of this contract, all relevant case files will be provided to DHS in a DHS approved format.

**IV. Process and Outcome Measures**

**A. Process Measures:**



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1. Contractor agrees to meet all state metrics required for the Colorado Works/TANF program. Contractor will be responsible for their proportionate share of cases assigned to their organization.
2. Contractor may continuously serve and support 300 participants each month. This caseload shall be made up of existing TANF cases as well as new TANF referrals for services sent over monthly.
3. Contractor agrees to work with DHS to determine the agreed upon monthly reporting categories to demonstrate progress towards outcome measures and other program performance.

**B. Outcome Measures:**

1. 50% of participants referred to JFS will attend barrier resolution and/or life skills classes.
2. 5% of participants referred to JFS will be referred to Colorado Division of Vocational Rehabilitation (DVR) should they identify the need for supported employment for employment assessments and supports.
3. 20% of participants referred to JFS will gain employment.
  - a. This metric will be measured monthly.
  - b. This metric is tied to new services offered and the contract year will be used to develop baseline data for performance moving forward.
- b. 10% of participants referred to JFS will enroll in vocational training programs, apprenticeship programs, and/or certificate programs.
4. 100% of participants who obtain employment will be referred to the Thrive program.
5. 20% of participants referred to the Thrive program will successfully enroll.
6. 50% of participants who gain employment will retain their employment for 90 days.
  - a. This metric is tied to new services offered and the contract year will be used to develop baseline data for performance moving forward.
7. 50% of participants who gain employment will retain their employment for 180 days.
8. Quality Accuracy Rate- monthly random state sample: Contractor will maintain an average monthly quality score of 90% or above on the randomized monthly case review sample as determined by CDHS. These audits are completed by DHS staff.

**V. Performance Management and Reporting**

**A. Performance Management**

Monitoring will be performed as necessary by the program area and other designated DHS staff throughout the term of the agreement. As a subrecipient, monitoring is



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required per 2 CFR Part 200 Subpart D 200.331 and DHS policy 1809-506. Subrecipient monitoring includes but is not limited to the following:

1. **Program or Managerial Monitoring:** The quality of the services being provided and the effectiveness of those services addressing the needs of the program's daily operations.
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:** Will ensure that the terms of the contract document are met, as well as Federal, State and City legal requirements, standards and policies to include sub recipient requirements.
4. **Financial Monitoring:** Will ensure that contracts are allocated and expended in accordance with the terms of the agreement. Contractor is required to provide all invoicing documents for the satisfaction of Financial Services. Financial Services will review the quality of the submitted invoice monthly. Financial Services will manage invoicing issues through site visits and review of invoicing procedures.

**B. Reporting**

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

<b>Report # and Name</b>	<b>Description</b>	<b>Frequency</b>	<b>Reports to be sent to:</b>
1. Monthly Reports	The monthly contractor's spreadsheet will be completed to report out on program services and outcomes.	Due by the 15 <sup>th</sup> of the month following service provision	Colorado Works/TANF Program Administrator
2. Contract Summary Report	Report shall demonstrate all functions performed, and how services provided met the overall goals of this agreement. Other data will include total budget per line item, amount spent, and an explanation as to unspent funds, etc.	Contract End, within 45 days after Term End.	Colorado Works/TANF Program Administrator



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**VI. DHS funding information:**

Per Uniform Guidance CFR 200.331 we are clearly identifying to the subrecipient the following information:

- A. Program Name: Colorado Works Temporary Assistance for Needy Families
- B. Subrecipient Unique Entity Identifier number (formerly DUNS #): 078352200
- C. Name of Federal Awarding Agency: Colorado Department of Human Services
- D. Federal Award Date: TBD
- E. Federal Funding Amount: TBD
- F. Period of Performance: 7/1/2023 – 6/30/2024
- G. Assistance Listing# (a.k.a. CFDA#): 93.558
- H. Federal Award Identification Number (FAIN)
- I. Additional sub awards by subrecipient: \_\_\_\_\_ Yes      X   No
- J. Names of subcontractors or sub awardees: N/A

**VII. Budget**

- A. Invoices and reports shall be completed and submitted on or before the 15<sup>th</sup> of each month following the month services were rendered 100% of the time. Contractor shall use DHS' preferred invoice template, if requested. Invoicing supporting documents must meet DHS requirements.
- B. The funds allocated under this Agreement are from the federal TANF block grant and shall be used solely for TANF purposes and eligible participants. These funds shall not be used to supplant existing funding for a non-TANF program.

Invoices shall be submitted to: [DHS\\_Contractor\\_Invoices@denvergov.org](mailto:DHS_Contractor_Invoices@denvergov.org) or by US Mail to:

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

**C. Budget Table:**

<b>Contractor Name:</b>	<b>Jewish Family Service of Colorado, Inc.</b>	
<b>Fiscal Term:</b>	<b>7/1/2023 – 6/30/2024</b>	
<b>Contract Number:</b>	<b>SOCSV-202054897-03 &amp; SOCSV-202367652-03</b>	
<b>Program Name:</b>	<b>CW/TANF Specialized Case Management Services</b>	
<b>Budget Categories</b>	<b>Budget Amount</b>	<b>Narrative</b>



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<b>Salaries</b>		
CW/TANF Case Manager	<b>\$312,845</b>	Multiple Workers, all performing the same duties, working up to a portion of their time, salaries and wages will be reimbursed at cost. Denver Human Services (DHS) will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Includes the cost of leave (PTO, holidays).
CW/TANF Instructors	<b>\$54,604</b>	Multiple Workers, all performing the same duties, working up to a portion of their time, salaries and wages will be reimbursed at cost. Denver Human Services (DHS) will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Includes the cost of leave (PTO, holidays).
Program Coordinators	<b>\$17,000</b>	Multiple Workers, all performing the same duties, working up to a portion of their time, salaries and wages will be reimbursed at cost. Denver Human Services (DHS) will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Includes the cost of leave (PTO, holidays).
Program Manager	<b>\$78,770</b>	Working up to a portion of their time, salaries and wages will be reimbursed at cost. Denver Human Services (DHS) will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Includes the cost of leave (PTO, holidays).
Business & Workforce Development Manager	<b>\$1,140</b>	Working up to a portion of their time, salaries and wages will be reimbursed at cost. Denver Human Services (DHS) will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Includes the cost of leave (PTO, holidays).





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Vocational Program Manager	<b>\$800</b>	Working up to a portion of their time, salaries and wages will be reimbursed at cost. Denver Human Services (DHS) will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Includes the cost of leave (PTO, holidays).
<b>Total Salaries</b>	<b>\$465,159</b>	
<b>Fringe Benefits</b>		
CW/TANF Case Manager Fringe Benefits	<b>\$50,230</b>	Fringe benefits and payroll taxes at cost. This includes employer portion of payroll taxes (Social Security, Medicare, Federal and state unemployment), insurance (medical and health savings account, dental, long-term disability and life, and workers comp), and 401(k) (retirement plan).
CW/TANF Instructors Fringe Benefits	<b>\$3,920</b>	Fringe benefits and payroll taxes at cost. This includes employer portion of payroll taxes (Social Security, Medicare, Federal and state unemployment), insurance (medical and health savings account, dental, long-term disability and life, and workers comp), and 401(k) (retirement plan).
Program Coordinators Fringe Benefits	<b>\$1,250</b>	Fringe benefits and payroll taxes at cost. This includes employer portion of payroll taxes (Social Security, Medicare, Federal and state unemployment), insurance (medical and health savings account, dental, long-term disability and life, and workers comp), and 401(k) (retirement plan).
Program Manager Fringe Benefits	<b>\$17,110</b>	Fringe benefits and payroll taxes at cost. This includes employer portion of payroll taxes (Social Security, Medicare, Federal and state unemployment), insurance (medical and health savings account, dental, long-term disability and life, and workers comp), and 401(k) (retirement plan).



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Business & Workforce Development Manager Fringe Benefits	<b>\$100</b>	Fringe benefits and payroll taxes at cost. This includes employer portion of payroll taxes (Social Security, Medicare, Federal and state unemployment), insurance (medical and health savings account, dental, long-term disability and life, and workers comp), and 401(k) (retirement plan).
Vocational Program Manager Fringe Benefits	<b>\$50</b>	Fringe benefits and payroll taxes at cost. This includes employer portion of payroll taxes (Social Security, Medicare, Federal and state unemployment), insurance (medical and health savings account, dental, long-term disability and life, and workers comp), and 401(k) (retirement plan).
<b>Total Fringe</b>	<b>\$72,660</b>	
<b>Other Direct Costs</b>		
Office Equipment	<b>\$5,532</b>	To be reimbursed at cost, includes cost of printer needs, client database, cloud-based phone system, internet, software and support licenses for all computers used by the CW/TANF program.
Professional Development	<b>\$1,655</b>	To be reimbursed at cost, Training and Professional Development for the CW/TANF Program's staff.
Mileage Parking and Tolls	<b>\$500</b>	Mileage is not to exceed the Federally approved IRS rate at the time the expense is incurred. Includes mileage parking and tolls.
Postage	<b>\$350</b>	To be reimbursed at cost, includes cost of mailing materials and workbooks for participants and we continue to operate remotely.
Cell Phone Service	<b>\$1,260</b>	Includes cost of cell phone service, cell phone is utilized by the Program Manager and case managers.



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Office Supplies	<b>\$100</b>	To be reimbursed at cost, includes cost of paper, pens, staplers, staples, folders, PPE: disposable masks and gloves to be provided to clients and staff, etc. to complete case management services for CW/TANF participants.
<b>Total Other Direct Costs</b>	<b>\$9,397</b>	
<b>SUM OF DIRECT COSTS</b>	<b>\$547,216</b>	
<b>INDIRECT COSTS</b>	<b>\$54,721</b>	Indirect Cost Rate of 10% of direct service costs
<b>TOTAL COSTS</b>	<b>\$601,937</b>	

**D. Job Description Narrative for Salaried Positions:**

**1. CW/TANF Case Manager:**

Maintain caseload of participants, providing support, monitoring services, mentoring, and making referrals to ensure quality of services provided by Contractor and other resources as deemed appropriate for successful move towards self-sufficiency. Position is located at Contractor offices or virtually.

**2. Instructors/Trainers:**

Will teach participants how to learn life skills to gain independence, develop resiliency skills, become self-supporting through the Abby's Impact program. Career Launchpad and Job Search Accelerator Instructors will help participants sharpen their job seeking skills and increase their confidence by teaching them how to target their job search, perfect their resume, prepare for interviews, manage change, communicate more effectively in a virtual setting, and more. Vocational trainers work to support participants in developing vocational skills and obtaining credential. Works one-on-one or in small groups virtually and in person to help participants develop new skills. Develops classroom training schedule and assists with curriculum. Position will serve at Contractor offices or virtually.

**3. Program Coordinator:**

Monitors the effectiveness and outcomes of Abby's Impact, Career Launchpad, and/or Job Search Accelerator programming. Develops classroom training schedule and develops and adjusts curriculum as needed. Monitors attendance and updates



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case managers with any participant needs and/or outcomes. Position will serve at Contractor offices or virtually.

**4. Program Manager:**

Supervise the services provided by the staff working on the TANF/CW contract and other family funding sources (Abby's Fund, etc.). Monitor the outcomes of program services, goals and the persons receiving services. Has strong effective leadership skills, supporting a team of experienced professionals. Ensures quality of services provided by Contractor staff and other resources as deemed appropriate for self-supporting families.

**5. Business & Workforce Development Manager:**

Conduct outreach and relationship development with Denver metro area employers in order to increase job opportunities for TANF job seekers. Flags applications to employers, acts as a liaison between Employment Specialist or TANF Case Manager and employer and supports application process. Additionally, supports TANF participants in navigating their referral to DVR and connects them with internal JFS Supported Employment services when appropriate.

**6. Employment Specialists:**

Provide frequent one-on-one customized career development services. Services include, Resume and cover letter creation, Targeted job search assistance, LinkedIn page optimization or profile development, Interview coaching and preparation, Speaking engagements at prospective or current employer partners from subject matter experts on a variety of career development topics, retention support, and other relevant services to ensure job seekers obtain and maintain employment.

**7. Vocational Program Manager:**

Responsible for the program creation, implementation, evaluation, and management of JFS' Vocational Training Program. This Program focuses on Vocational certification tracks for job seekers to provide them with the vocational training and life skills required to increase their employability for 21st-century high-growth industries.

**E. Contract Summary of Amounts:**

<b>Contract Version</b>	<b>Term</b>	<b>Previous Amount</b>	<b>Additional Amount</b>	<b>New Contract Total</b>
<b>Base</b>	7/1/2020 – 6/30/2021	\$0	\$462,743	\$462,743
<b>1<sup>st</sup> Amendment</b>	7/1/2021 – 6/30/2022	\$462,743	\$555,243	\$1,017,986



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<b>2<sup>nd</sup> Amendment</b>	7/1/2022 – 6/30/2023	\$1,017,986	\$601,937	\$1,619,923
<b>3<sup>rd</sup> Amendment</b>	7/1/2023 – 6/30/2024	\$1,619,923	\$601,937	\$2,221,860

**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.
- 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.**



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

2.03.1 Breach excludes:

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

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

- a. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
- b. The unauthorized person who used the PHI or to whom the disclosure was made;
- c. Whether the PHI was actually acquired or viewed; and



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- d. The extent to which the risk to the PHI has been mitigated.
- 2.04 "CONTRACTOR" shall have the same meaning as in the attached Agreement, to which these Business Associate terms are incorporated by reference.
- 2.05 "CITY" shall have the same meaning as in the attached Agreement, to which these Business Associate terms are incorporated by reference.
- 2.06 "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.
- 2.07 "Designated Record Set" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.
- 2.08 "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45 CFR §160.103.
- 2.09 "Health Care Operations" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.
- 2.10 "Immediately" where used here shall mean within 24 hours of discovery.
- 2.11 "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 2.12 "Parties" shall mean "CONTRACTOR" and "CITY", collectively.
- 2.13 "Physical Safeguards" are physical measures, policies, and procedures to protect CONTRACTOR's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.
- 2.14 "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 2.15 "Protected Health Information" or "PHI" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.
- 2.16 "Required by Law" shall have the meaning given to such term under the HIPAA Privacy Rule at 45 CFR §164.103.
- 2.17 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.



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- 2.18 "Security Incident" means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by CONTRACTOR.
- 2.19 "The HIPAA Security Rule" shall mean the Security Standards for the Protection of electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.
- 2.20 "Subcontractor" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.
- 2.21 "Technical safeguards" means the technology and the policy and procedures for its use that protect electronic PHI and control access to it.
- 2.22 "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services ("HHS") in the guidance issued on the HHS Web site.
- 2.23 "Use" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.

**3. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE.**

- 3.01 CONTRACTOR agrees not to use or further disclose PHI that CITY discloses to CONTRACTOR except as permitted or required by this Agreement or by law.
- 3.02 CONTRACTOR agrees to use appropriate safeguards, as provided for in this Agreement, to prevent use or disclosure of PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits, on behalf of CITY, except as provided for by this Contract.
- 3.03 CONTRACTOR agrees to comply with the HIPAA Security Rule, at Subpart C of 45 CFR Part 164, with respect to electronic PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits, on behalf of CITY.
- 3.04 CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of PHI by CONTRACTOR in violation of the requirements of this Agreement that becomes known to CONTRACTOR.
- 3.05 CONTRACTOR agrees to immediately report to CITY any Use or Disclosure of PHI not provided for by this Agreement that CONTRACTOR becomes aware of.





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CONTRACTOR must report Breaches of Unsecured PHI in accordance with 45 CFR §164.410.

- 3.06 CONTRACTOR agrees to ensure that any of its subcontractors that create, receive, maintain, or transmit, PHI on behalf of CONTRACTOR agree to comply with the applicable requirements of Section 164 Part C by entering into a contract or other arrangement.
- 3.07 To comply with the requirements of 45 CFR §164.524, CONTRACTOR agrees to provide access to CITY, or to an individual as directed by CITY, to PHI in a Designated Record Set within fifteen (15) calendar days of receipt of a written request by CITY.
- 3.08 CONTRACTOR agrees to make amendment(s) to PHI in a Designated Record Set that CITY directs or agrees to, pursuant to 45 CFR §164.526, at the request of CITY or an Individual, within thirty (30) calendar days of receipt of the request by CITY. CONTRACTOR agrees to notify CITY in writing no later than ten (10) calendar days after the amendment is completed.
- 3.09 CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of CITY, available to CITY and the Secretary in a time and manner as determined by CITY, or as designated by the Secretary, for purposes of the Secretary determining CITY'S compliance with the HIPAA Privacy Rule.
- 3.10 CONTRACTOR agrees to document any Disclosures of PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits on behalf of CITY, and to make information related to such Disclosures available as would be required for CITY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528.
- 3.11 CONTRACTOR agrees to provide CITY information in a time and manner to be determined by CITY in order to permit CITY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528.
- 3.12 CONTRACTOR agrees that, to the extent CONTRACTOR carries out CITY's obligation(s) under the HIPAA Privacy and/or Security rules, CONTRACTOR will comply with the requirements of 45 CFR Part 164 that apply to CITY in the performance of such obligation(s).
- 3.13 CONTRACTOR shall work with CITY upon notification by CONTRACTOR to CITY of a Breach to properly determine if any Breach exclusions exist as defined below.



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**4. SECURITY RULE.**

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

**5. BREACH DISCOVERY AND NOTIFICATION.**

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



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5.03.2 Any other information that CITY is required to include in the notification to each Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify CITY, or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR §164.410 (b) has elapsed, including:

- a. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
- b. A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- c. Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
- d. A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and
- e. Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

5.04 CITY may require CONTRACTOR to provide notice to the Individual as required in 45 CFR §164.404, if at the sole discretion of the CITY, it is reasonable to do so under the circumstances.

5.05 In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all required notifications to CITY, and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

5.06 CONTRACTOR shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR §164.402 to demonstrate that a Breach did not occur.

5.07 CONTRACTOR shall provide to CITY all specific and pertinent information about the Breach, including the information listed above, if not yet provided, to permit CITY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as



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practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of the Breach to CITY.

- 5.08 CONTRACTOR shall continue to provide all additional pertinent information about the Breach to CITY as it becomes available, in reporting increments of five (5) business days after the prior report to CITY. CONTRACTOR shall also respond in good faith to all reasonable requests for further information, or follow-up information, after report to CITY, when such request is made by CITY.
- 5.09 In addition to the provisions in the body of the Agreement, CONTRACTOR shall also bear all expense or other costs associated with the Breach and shall reimburse CITY for all expenses CITY incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs or expenses associated with addressing the Breach.

**6. PERMITTED USES AND DISCLOSURES BY CONTRACTOR.**

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



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**7. OBLIGATIONS OF CITY.**

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

**8. BUSINESS ASSOCIATE TERMINATION.**

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



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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.