

SECOND AMENDATORY AGREEMENT

This **SECOND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **THE RECIPROCITY COLLECTIVE**, a Colorado nonprofit corporation, whose address is 1043 East 20th Avenue, Denver, Colorado 80205 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated February 10, 2025, and an Amendatory Agreement dated September 12, 2025, (collectively, the Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, Scope of Work, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, update the scope of work exhibit, update the budget exhibit, and update the certificate of insurance.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 3 of the Agreement entitled “**TERM:**” is hereby deleted in its entirety and replaced with:

“**3. TERM:** The Agreement will commence on **January 1, 2025**, and will expire on **December 31, 2026** (the “Term”). The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.”

2. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT:**”, subsection **d.** entitled “**Maximum Contract Amount:**”, sub-subsection **(1)** is hereby deleted in its entirety and replaced with:

“**d. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **ONE MILLION SIX HUNDRED FIFTY-**

SEVEN THOUSAND FOUR HUNDRED EIGHTY-TWO DOLLARS AND SEVENTY-FIVE CENTS (\$1,657,482.75) (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor’s risk and without authorization under the Agreement.”

3. **Exhibit A** and **Exhibit A-1** are hereby deleted in their entirety and replaced with **Exhibit A-02, Scope of Work**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A** and **Exhibit A-1** are changed to **Exhibit A-02**.

4. All references in the original Agreement to **Exhibit B, Budget** now refer to **Exhibit B** and **Exhibit B-1**. **Exhibit B-1** is attached and incorporated by reference herein.

5. All references in the original Agreement to **Exhibit C, Certificate of Insurance**, now refer to **Exhibit C** and **Exhibit C-1**. **Exhibit C-1** is attached and incorporated by reference herein.

6. As herein amended, the Agreement is affirmed and ratified in each and every particular.

7. This Second Amendatory 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

[SIGNATURE PAGES FOLLOW.]

Contract Control Number: ENVHL-202582513-02 | ENVHL-202477395-02
Contractor Name: THE RECIPROCITY COLLECTIVE

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

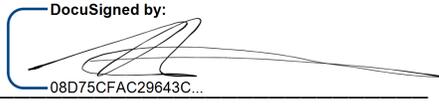
By:

By:

By:

Contract Control Number:
Contractor Name:

ENVHL-202582513-02 | ENVHL-202477395-02
THE RECIPROCITY COLLECTIVE

By: _____


Name: _____
Mary A. Putman
(please print)

Title: _____
Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Exhibit A-02 SCOPE OF WORK

I. Purpose of Agreement

The purpose of the contract is to establish an agreement and Scope of Services between the Denver Department of Public Health & Environment (DDPHE) and The Reciprocity Collective (the “Provider”).

The Reciprocity Collective shall provide the identified services for the City under the support and guidance of the Denver using best practices and other methods for fostering a sense of collaboration and communication.

II. Services

The provider will be granted funds to support the Roads to Recovery (R2R) program in the following ways:

- Provision of ongoing case management for R2R participants and transition planning for case management past 2026,
- Assessing need for transition to alternate levels of care within the R2R system and coordinating that transition, and
- Facilitating placements and payments for basic needs, treatment, and stability or other services as indicated by DDPHE.

Case management includes the following activities:

- Introduction of the vision of R2R and co-creation of goal planning with participants
- Triaging of needs, discuss options and available resources, address immediate needs including safe housing/sheltering,
- Provision of motivational interviewing to support participant in reaching recovery or stability goals,
- Provision of connections to services based on individual needs including making introduction, setting up intake meetings, providing ongoing communication to ensure access occurs, and accompaniment with participant to meetings or intakes as needed,
- Provision of transportation for program participants,
- Regular meetings and communication with participants to coach, track progress, and plan for next steps, and
- Coordination with partners who are involved with R2R and specific R2R participants to ensure service follow through.

Reciprocity Collective will:

- Process new intakes per guidance from DDPHE and R2R leadership,
- Ensure all documentation in city case management system is completed in a timely manner,
 - Ideally within 2 working days of an encounter, but at minimum before the start of a new work week.
- Provide updates on participants and request support as needed to assist moving participants along the stages of change and into treatment or other stability services,



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- Collaborate with DDPHE and other city partners to revise workflows, processes, and program criteria,
- Utilize DDPHE resources to support those stepping down from intensive case management,
- Maintain an internal list of participants assigned to the Reciprocity Collective, using shared criteria on level of involvement with the program as defined by DDPHE,
- Provide DDPHE with regular updates on current capacity and challenges, and
- Provide DDPHE with information on who to contact when the program manager is out of office,
- Ensure that concerns with and for contracted providers of DDPHE are communicated to DDPHE team to address (individually as the city or in partnership with TRC),
- Share recommendations and changes to any processes related to contracted services or case management service delivery, and
- Ensure all staff working on R2R follow city and program protocols and complete trainings related to accessing city systems.
- Attend scheduled meetings with DDPHE leadership and all case management meetings between DDPHE, other city partners, and TRC case managers.
- Follow all DDPHE programmatic structures and definitions to ensure continuity across services.

DDPHE will:

- Schedule and lead regular meetings with Reciprocity Collective R2R Program Director,
- Schedule and lead regular meetings with all R2R case managers
- Share information regarding any changes to protocols, documentation, or ability to conduct intakes through additional pathways,
- Be responsive to requests from Reciprocity Collective for problem solving, case consultations, financial or invoicing guidance, and any other R2R related- questions, and
- Provide guidance and access to city systems for case notes and fill sharing.

III. Process and Outcome Measures

A. Process & Outcome Measures

The city case management system will be used to extract information regarding process and outcome measures for R2R participants in alignment with established scope of work and expectations including:

- Number of participants assigned to Reciprocity Collective based on shared caseload definitions



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- Number of regular interactions, engagements, and check-ins to treatment or other stability services with participants assigned to Reciprocity Collective

IV. Performance Management and Reporting

A. Performance Management

Monitoring will be performed by DDPHE. Performance will be reviewed for:

1. **Program or Managerial Monitoring:** 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. DDPHE program administrator 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.
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 the program administrator. The program administrator will review the quality of the submitted invoice monthly. The program administrator will manage invoicing issues through site visits and review of invoicing procedures.

V. Billing, Payments, and Budget

Invoices and reports shall be completed and submitted on or before the 15th of each month following the month services were rendered 100% of the time. Invoicing supporting documents must meet contract requirements. **Payments will be processed as immediate.**

A. Billing

- i. All invoices will report total costs and amounts billed. Invoices will include the submission of receipts and/or appropriate documentation for budget-approved expenses.
- ii. Payment will be based on the monthly invoice and appropriate backup documentation. Invoices should be submitted to the DDPHE contact person in accordance with the agreed upon payment structure

B. Payments

- i. Pre-payment invoices and reports shall be completed and submitted on or before the 15th of each month following the month of services



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rendered 100% of the time. The Reciprocity Collective shall use the preferred invoice template, if requested. Invoices shall be processed with immediate payment terms.

- ii. Immediate payment can take upward of 10 business days for full processing and payment.
- iii. An advance payment may be made through written request (the advanced invoice form) to the DDPHE contact person. The written request shall detail the amount to be paid in advance, price quotes with line-item details, personnel costs, etc., and dates the services or supplies will be performed or purchased by The Reciprocity Collective.
- iv. The total fund awarded to The Reciprocity Collective shall be dispersed monthly. The advanced payments shall not exceed the agreed upon monthly budgeted amount.
- v. Unspent funds at the end of the contract term must be refunded by The Reciprocity Collective.
- vi. Any advanced funds shall be reconciled upon completion of the month by the grantee and the DDPHE contact person. Reconciling the advanced fund sill include providing invoices and proof of payments as required in this contract. If the advance payment is not used by The Reciprocity Collective, or not used for the approved expenses as detailed in the request, The Reciprocity Collective shall repay the city any remaining or unreconciled funds.

C. Budget is included as Exhibit-B

- i. Participant Basic Needs, Wellness, and Stability section:**
 - 1. Participant Basic Needs:**
 - a. These funds should primarily support the day to day basic wellness and stability needs of participants such as clothing, transportation, food, etc.**
 - 2. Supplemental Needs:**
 - a. Payment for these types of services will only occur with explicit written approval by or request from DDPHE to do so.**

VI. HIPAA/HITECH: The parties are obligated to follow HIPAA and 42CFR Part 2, and will share date and information pursuant to the extent allowed by law as applicable under this Agreement.

- A. All emails containing protected data as defined in Executive Order 143-Protected Data Privacy Policy must be encrypted. Protected data includes:**
 - i. Personally Identifiable Information (PII)**
 - ii. Regulated data: Health Insurance Portability and Accountability Act (HIPAA), Payment Card Industry (PCI), Criminal Justice Information Services (CJIS)**



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iii. Proprietary and/or Confidential Information

1. GENERAL PROVISIONS AND RECITALS

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

2. DEFINITIONS.

- 2.01 "Administrative Safeguards" are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the



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conduct of CONTRACTOR's workforce in relation to the protection of that information.

2.02 "Agreement" means the attached Agreement and its exhibits to which these additional terms are incorporated by reference.

2.03 "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

2.03.1 Breach excludes:

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

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

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

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



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- 2.05 "CITY" shall have the same meaning as in the attached Agreement, to which these Business Associate terms are incorporated by reference.
- 2.06 "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.
- 2.07 "Designated Record Set" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.
- 2.08 "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45 CFR §160.103.
- 2.09 "Health Care Operations" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.
- 2.10 "Immediately" where used here shall mean within 24 hours of discovery.
- 2.11 "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 2.12 "Parties" shall mean "CONTRACTOR" and "CITY", collectively.
- 2.13 "Physical Safeguards" are physical measures, policies, and procedures to protect CONTRACTOR's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.
- 2.14 "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 2.15 "Protected Health Information" or "PHI" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.
- 2.16 "Required by Law" shall have the meaning given to such term under the HIPAA Privacy Rule at 45 CFR §164.103.
- 2.17 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 2.18 "Security Incident" means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful



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attempts to penetrate computer networks or servers maintained by CONTRACTOR.

- 2.19 "The HIPAA Security Rule" shall mean the Security Standards for the Protection of electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.
- 2.20 "Subcontractor" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.
- 2.21 "Technical safeguards" means the technology and the policy and procedures for its use that protect electronic PHI and control access to it.
- 2.22 "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services ("HHS") in the guidance issued on the HHS Web site.
- 2.23 "Use" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.

3. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE.

- 3.01 CONTRACTOR agrees not to use or further disclose PHI that CITY discloses to CONTRACTOR except as permitted or required by this Agreement or by law.
- 3.02 CONTRACTOR agrees to use appropriate safeguards, as provided for in this Agreement, to prevent use or disclosure of PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits, on behalf of CITY, except as provided for by this Contract.
- 3.03 CONTRACTOR agrees to comply with the HIPAA Security Rule, at Subpart C of 45 CFR Part 164, with respect to electronic PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits, on behalf of CITY.
- 3.04 CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of PHI by CONTRACTOR in violation of the requirements of this Agreement that becomes known to CONTRACTOR.
- 3.05 CONTRACTOR agrees to immediately report to CITY any Use or Disclosure of PHI not provided for by this Agreement that CONTRACTOR becomes aware of. CONTRACTOR must report Breaches of Unsecured PHI in accordance with 45 CFR §164.410.
- 3.06 CONTRACTOR agrees to ensure that any of its subcontractors that create, receive, maintain, or transmit, PHI on behalf of CONTRACTOR agree to comply with the



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applicable requirements of Section 164 Part C by entering into a contract or other arrangement.

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

4. SECURITY RULE.

- 4.01 CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR §164.308, §164.310, §164.312, §164.314 and §164.316 with respect to electronic PHI that CITY discloses to CONTRACTOR



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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;
 - 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



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becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR §164.410 (b) has elapsed, including:

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

- 5.04 CITY may require CONTRACTOR to provide notice to the Individual as required in 45 CFR §164.404, if at the sole discretion of the CITY, it is reasonable to do so under the circumstances.
- 5.05 In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all required notifications to CITY, and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.
- 5.06 CONTRACTOR shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR §164.402 to demonstrate that a Breach did not occur.
- 5.07 CONTRACTOR shall provide to CITY all specific and pertinent information about the Breach, including the information listed above, if not yet provided, to permit CITY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of the Breach to CITY.



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

6. PERMITTED USES AND DISCLOSURES BY CONTRACTOR.

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

7. OBLIGATIONS OF CITY.



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

8. BUSINESS ASSOCIATE TERMINATION.

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



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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.

Exhibit B-1, Budget

Contractor Name	Reciprocity In Community	Program Contact Name, Title, Phone and Email	Mary A. Putman / Executive Director maryaputman@thereciprocitycollective.org 720-840-2443
Budget Period	1/1/2026 to 12/31/2026	Fiscal Contact Name, Title, Phone and Email	Mary A. Putman / Executive Director maryaputman@thereciprocitycollective.org 720-840-2443
Project Name	Roads To Recovery Complex Case Management	Contract (CT or PO) Number	

Expenditure Categories

**Personal Services
Hourly Compensation**

Position Title	Description of Work	Hourly Wage	Hourly Fringe 23%		Total Amount Requested from DDPHE
Program Director (1@0.5 FTE)	CCM/Program Director oversees all program/project planning, development, implementation, evaluation and reporting. Establishes and maintains data tracking and records. Outreaches and meets regularly with Community Partners and DDPHE staff for program and service coordination, Program Development and Supervision support Responsibilities include direct supervision of CCMs and direct interaction with Participants and Community as needed. Manages R2R Constituent Case Coordination load as well as CCM partner activity communication support.	\$ 85.00	\$ 19.55	1040	\$108,732.00
Complex Case Manager (3@1.0 FTE)	CCMs Partner directly with program participants from Initial Conversation-Intake through Program implementation and completion. Established as primary point of contact through program to fully coordinate and fulfill Case Management and resource connection services and support Participant needs and wishes. CCMs also Continuum of Care so constituents as they needs transform from crisis to stability and further, connecting employment, LT Medicaid, alternate housing resources and ongoing peer support.	\$ 45.00	\$ 10.35	6240	\$345,384.00
Administrative and Data Input / Tracking / Participant Support (0.25 FTE)	Enacting Data Management and Input for all TRC R2R Staff. Facilitating and enacting Participant support through appointment setup, food / basic need acquisitions and delivery, Support Services intakes, Human Services f/ups and recertifications, appointment transport as needed.	\$ 40.00	\$ 9.20	520	\$25,584.00
LCSW Participant Field Support (0.25)	TRC Team LCSW providing clinical oversight and support for Participants inperson in the field. Focused on participants in crisis and higher acuity BH challenges.	\$ 125.00		520	\$65,000.00

Total Personal Services w/fringe benefits \$544,700.00

Supplies & Operating Expenses

Item	Description of Item	Monthly Total	Quantity	Total Amount Requested from DDPHE
Cell Phone-Tablets-Hotspots	General costs for cell phones / Hotspots - service \$/person * 5	\$ 400.00	12	\$4,800.00
Office Supplies	General supplies for the team (paper, pens, printing)	\$ 50.00	12	\$600.00
Mileage	Mileage costs (\$.72 per mile) incurred during offsite meetings (i.e. participant site meetings, partner meetings, participant transport and basic needs support) 3 CCM at 650 per / month plus additional participant Suport @ 300 per month=2250	\$ 1,620.00	12	\$19,440.00

Total Supply Costs \$24,840.00

Exhibit B-1, Budget

Contractor Name	Reciprocity In Community	Program Contact Name, Title, Phone and Email	Mary A. Putman / Executive Director maryaputman@thereciprocitycollective.org 720-840-2443
Budget Period	1/1/2026 to 12/31/2026	Fiscal Contact Name, Title, Phone and Email	Mary A. Putman / Executive Director maryaputman@thereciprocitycollective.org 720-840-2443
Project Name	Roads To Recovery Complex Case Management	Contract (CT or PO) Number	

Total Contractor Operations Costs	\$667,366.03
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Participant Basic Needs, Wellness, and Stability				
Item	Description of Item	Monthly Budget	Estimted number of Participants	Total Amount Requested from DDPHE
Participant Basic Needs	-Food and nutrition support including grocery gift cards as needed; clothing; vital documents; transortation; other needs idetified for health, wellness and stability	\$ 3,136.13	fluctuates	\$37,633.50
Supplemental Needs	Funds to only be expended with explicit written approval or request from DDPHE , may include: Sober Living, Transitional Motel Lodging, Rental Assistance, and other DDPHE-identified needs			\$45,000.00
Total Participant Basic Needs				\$82,633.50
15% InDirect				\$97,826.03
TOTAL				\$750,000

