

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, by and through Denver Human Services (hereinafter, the "**City**"), and **COLORADO WOMEN'S EMPLOYMENT AND EDUCATION, INC.**, a Colorado nonprofit limited liability company with a principal place of business address of 1175 Osage Street, Suite 300, Denver, CO 80204 (the "**Contractor**"). The City and Contractor are collectively referred to henceforth as the "Parties."

WITNESSETH:

WHEREAS, the Parties entered into that certain agreement dated September 10, 2021 regarding the provision of intensive services to participants under the Temporary Assistance for Needy Families program on stabilization and skills development before job placement ("Agreement");

WHEREAS, rather than enter into a new contract, the Parties desire to revise the term of the Agreement, the maximum amount payable under the Agreement, as well as add and/or revise the Scope of Work under the Agreement;

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

1. Article 3 of the Agreement entitled "**TERM**" is hereby amended in its entirety by deleting it and replacing it with the following:

"3. TERM: The Term of this Agreement ("Term") shall commence on **September 1, 2021**, and expire, unless sooner terminated, on **June 30, 2023**. Subject to the Director's prior written authorization, the Contractor shall complete any work in

progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Director.”

2. Article 4.5.1 of the Agreement, subsumed under the Heading entitled “**Maximum Contract Amount**” is hereby amended in its entirety by deleting it and replacing it with the following:

“**4.5.1.** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **ONE MILLION, EIGHT HUNDRED AND FIVE DOLLARS AND ZERO CENTS (\$1,805,000.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibit A-1**. Any services performed beyond those in **Exhibit A-1** or performed outside the Term are performed at the Contractor’s risk and without authorization under the Agreement.”

3. Effective upon execution, all references to Exhibit A in the Agreement shall be amended henceforth to read as **Exhibit A-1** as applicable.

4. **Exhibit A-1** is attached and incorporated herein by reference.

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

6. This 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 City Council.

[SIGNATURE PAGES FOLLOW]

Contract Control Number: SOCSV-202262905-01 / SOCSV-202159631-01
Contractor Name: Colorado Women’s Employment and Education,
Incorporated

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-202262905-01 / SOCSV-202159631-01
Colorado Women's Employment and Education,
Incorporated

By:  _____
DocuSigned by:
C4F6F910339C4BC...

Name: Katy Hamilton
(please print)
Title: President & 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 Department of Human Services (DHS) and the Center for Work Education and Employment (CWEE), to provide intensive services to assist Colorado Works (CW)/Temporary Assistance for Needy Families (TANF) participants that require support with personal and family stabilization, case management, and skills development prior to job placement.

Further, CWEE is identified as a sub-recipient for the purposes of this agreement and is therefore subject to all terms, conditions and regulatory requirements of federal funding sub-recipients per 2 CFR Part 200, as well as specific rules and regulations for the CW program.

II. Background

In 1996, Congress explicitly envisioned the Temporary Assistance for Needy Families (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. CW 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 CW creatively and provide supports and services directly responsive to the needs of needy families.

The goal of the CW/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. Denver's Department of Human Services (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 realizes the importance of these services and supports and is seeking them for those most



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

DHS' Family and Adult Assistance Division (FAAD) 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.

CW 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 CW assistance. Adults who are considered work-eligible are provided with individualized services and supports to promote their family's economic well-being. All CW 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. DHS will make available key determinants and assessment results for all participants referred to CWEE.

Adult members of the assistance unit are limited to 60 months of CW assistance during their lifetime. Services provided will need to be achievable within this 60-month limit with the understanding that many CW participants have already used a portion of their lifetime limit, or extensions may be provided on a case-by-case basis.

III. Target Population

CWEE can serve anyone who is ready to work towards employment. Specifically, CWEE will serve participants who:

- A. Want to prepare for and seek employment, including pursuing education.
- B. Are not dealing with a current health crisis or caring for someone currently in crisis.
- C. Can work in an English-only job setting.



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Denver Human Services will collaborate with CWEE to identify for referral participants who meet the criteria above and who meet Denver's Tier 2 definition:

“Short to long-term barrier resolution. Participants have at least some of the marketable vocational skills, commitment and/or work experience to gain or maintain employment... Long-term family income is anticipated to be through employment earnings...”

This includes, but is not limited to, participants who have not completed High School or High School Equivalency, or who need post-secondary education or vocational training, financial literacy, and basic skills services in order to gain and maintain employment.

IV. Services and Programming

A. Center for Work Education and Employment (CWEE) fosters personal and professional transformation for low-income families through confidence building, customized skills training, and career advancement. It delivers a customized blend of evidence-based services that includes case management, essential skills development, job placement support, and job retention support.

Case management, coaching, and coursework coordinate to emphasize building the executive functioning and employment skills such as:

1. Managing Emotions/Emotional Intelligence.
2. Adaptability/Flexibility.
3. Communication and Interpersonal Skills.
4. Time Management.
5. Organization.
6. Task Initiation/Self-Motivation.
7. Persistence.
8. Dependability/Accountability.
9. Stress Tolerance.

All services provided are grounded in planning and preparing for employment. CWEE provides:

1. Case management:
 - a. Initial and iterative assessment.
 - b. Barrier remediation support: housing, transportation, childcare, etc.
 - c. Referrals for basic needs, legal services, parenting support, external mental health services, other services.
 - d. Administrative tasks – setting appointments, data entry, Colorado Works program administration (work participation/case assignment/employment monitoring), sanction processing, other Colorado Works requirements, etc.
2. Coaching to support progress towards employment and to build executive functioning and employment skills:



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- a. Initial and iterative goal setting, action planning, monitoring and support.
- b. Behavioral scaffolding – reminders, positive recognition, nudges.
3. Personal computers, internet access/service, phones, and phone service as needed and as available to participate in CWEE's programming and to obtain employment.
4. Other supplies to reduce material need and stress: personal hygiene, food, school, and baby supplies as available and as needed.
5. Digital literacy:
 - a. Basic computer uses as needed to be able to participate in 5.b.
 - b. Training on skills needed to engage with virtual case management and coursework, searching for and applying for jobs online, and for use in any job (12-15 hours of virtual, in-person, or hybrid coursework).
6. Employment:
 - a. Employment Skills Training (28-35 hours of virtual, in-person, or hybrid coursework).
 - b. Supported Job Search.
 - c. Job Development.
 - d. Supported internships, other work experiences.
 - e. Job retention planning and support.
 - f. Job advancement support.
7. Career Planning and Education:
 - a. Supported basic education and High School Equivalency.
 - b. Supported career education and training: vocational/technical education programs.
 - c. Supported higher education.
 - d. Advanced career-specific computer courses.
8. Additional services:
 - a. Counseling.
 - b. Referral to credit and financial counseling/education; Office of Financial Empowerment (OFEP).

Each participant is assigned to an Integrated Services Team made up of a CW Specialist and Career Advisors. The team works collaboratively with each participant to develop and routinely update the Colorado Works Individual Plan. Case management and coaching focuses on barrier identification, reduction, and removal based on assessed needs and participant goals/plans and with an explicit aim to make progress towards eventual employment. Instructors, program coordinators, retention specialists, employment services specialists, and other staff are pulled in strategically throughout a participant's tenure to contribute to maintaining participant motivation and progress towards employment.



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All participants are discussed regularly in staffing attended by all staff who interact with participants, to ensure consistent information-sharing. Staffing establish concrete strategies for supporting participants in achieving their next milestone.

Most CWEE participants will receive services for three to twenty-four months. Those with lower education levels upon enrollment or who are enrolled in vocational or higher education programs may take longer to complete.

- B. CWEE's Programming may be offered virtually or in person. In the event CWEE's curriculum requires in person components, CWEE will work with DHS and other partners to ensure these in person services are appropriate, safe, and compliant. The content of all virtual programming can be cross-walked to the in-person services with minimal disruption to participants and the targeted outcomes to be achieved.
- C. CWEE will be assigned as the case manager of record. As the case manager of record CWEE Case Management Teams provide ongoing case management supports including ongoing assessment, development of Individualized Plans (IP) with participant, and engagement into workforce development activities that lead to employment. CWEE will document in CBMS all case management activities to demonstrate program compliance.
- D. CWEE will provide three service levels: standard, moderate-intense, and reduced. CWEE and DHS will work together to determine service level assignment process. Participants may move from one level to another as needs and opportunities change. Initial service levels will be determined collaboratively, and DHS staff will approve changes.



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Service Levels	General Characteristics (not eligibility criteria, but proxies for identifying people who might fit into these categories)
Standard services are provided to participants who need standard coaching to identify and achieve their goals.	<ul style="list-style-type: none"> • GED/HSE or more education • Some work experiences • CW time clock under 36 months • Stable housing (defined by participant) • Completed CWEE introductory course in under 4 weeks
Moderate-intense services are provided to those who need moderate-intense coaching and support to achieve their goals.	<ul style="list-style-type: none"> • No GED/HSE • No or Some work experience • CW time clock over 36 months • Unstable/impermanent housing • Low score on initial digital literacy assessment, or trouble logging on to the machine, or self-declaration
Reduced services are provided to those who need less coaching and support to achieve their goals.	<ul style="list-style-type: none"> • Currently employed, not currently engaged with CWEE coursework, still receiving Colorado Works • Engaged in Vocational/Trade Training • Engaged in Higher Ed • Job Retention Services • Active Sanction • Hold or other temporary pause in participation expected to last 4 weeks

V. Contractor Responsibilities

- A. Hire and manage qualified and trained staff to provide quality CW case management to referred populations that present with barriers and other needs that are typically beyond the scope of staff at DHS.
- B. Provide intensive case management services and supports to CW participants who need additional and more intensive specialized assistance to prepare them to find and keep employment.
- C. Provide budget oversight of CW funding to ensure incurred costs are compliant with State and Federal statutes and regulations.



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- D. Provide administration of CW program and ensure State and Federal statutes and regulations are implemented and followed.
- E. Work closely with DHS on collaboration efforts related to CW goals, outcomes, policies, and procedures.
 - 1. Provide regular reporting (financial, programmatic or outcomes).
 - 2. Participate in training and policy development activities.
- F. CWEE will utilize the designated data systems, including but not limited to, the Colorado Benefits Management System (CBMS) for CW customers. CBMS must be used in accordance with the DHS and CDHS written policies and procedures. Each staff person will be given the minimum access required to perform their specific role under the Contract.
 - 1. DHS and the State will coordinate CBMS security access setup and controls.
 - 2. All requests should be routed through the DHS CBMS Help Desk to ensure that State and internal processes are followed.
- G. CWEE agrees to abide by and require all staff users to abide by the City and County of Denver data confidentiality and security agreements.
- H. CWEE agrees to use City/DHS issued email addresses for all CW related communication with DHS staff and contractors regarding participants. This includes complying with all City prescribed privacy requirements related to communication and information sharing.
- I. CWEE agrees to ensure all electronic communication referencing CW participants will follow all privacy requirements, including but not limited to encrypting emails to recipients outside of the City network.

VI. Audits

CWEE and DHS will work collaboratively to collect and retain all CW/TANF program information necessary to ensure compliance with the applicable state or federal requirements. This includes all case management records (paper and electronic), 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 CWEE. CWEE and DHS will cooperate with each other in responding to inquiries that either agency may receive from local, state or federal authorities regarding any programs that CWEE is responsible for administering pursuant to this agreement. DHS will notify CWEE in advance of every CW related audit and CWEE will have a representative present at such audit. CWEE will participate in all audit coordination as appropriate, including meeting all DHS timeline requirements.

VII. Secondary Stage Supervisory Case File Reviews



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In accordance with 45 CFR 261.63 – Colorado's Work Verification Plan requirements, CWEE 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 the monthly statewide sample of work-eligible individuals. The Secondary Stage Supervisory Review will be conducted by a CWEE case management supervisor or their designee. All case reviews will be completed via DHS technology (WMS) or other designated tools and adhere to all applicable timeframes for completion. At minimum, the following shall be subject to verifications through this process:

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

VIII. 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 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, CWEE will provide accurate and complete case files within the DHS timeline requirements. CWEE 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 CWEE. CWEE will be responsible for following up on auditor findings, providing for refunds and implementing approved final corrective action plans, if any. DHS will monitor CWEE's response to audit related matters to ensure ongoing compliance. DHS and CWEE will work with local, State and Federal auditors as requested. CWEE will provide a designee as a point of contact for monthly quality meetings and for audits.

IX. Records

CWEE will comply with written State and DHS policies and processes provided to CWEE by DHS related to case file maintenance, case retention and storage. At a minimum, CWEE will maintain all client documentation in client case files according to stated case order policy provided by DHS. No client case information will be maintained outside of the



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client's electronic case files. Client documentation will be emailed to designated scanning folder for scanning no more than five (5) days after the document was created). CWEE will have remote access to active client case files within its work area required to perform case management functions. Client documentation includes but is not limited to, all individual plans, verification of engagement and participation, and any other documents used as part of the CW/TANF program. DHS will provide CWEE with a copy of all currently existing written case file storage policies within 30 days after the execution of this contract. Upon termination of this contract, all relevant case files will be provided electronically to DHS in the same format outlined above.

X. Process & Outcome Measures

A. Process Measures:

1. CWEE may continuously serve and support approximately 200 participants each month. This caseload shall be made up of current DHS Colorado Works participants as well as new Colorado Works referrals. The number of clients served can be adjusted based upon the current month's budget balance and DHS's overall caseload size.

B. Outcome Measures:

1. 55% of CW participants who enter the Job Search Pathway by May 1, 2023, will gain quality employment (annual metric).

Quality employment is defined as positions that provide at least four of these benefits:

- a. predictable scheduling
 - b. 30 or more hours per week
 - c. offer career-advancement opportunities
 - d. pay above Denver County's minimum wage
 - e. are located within one mile of public transit
 - f. allow work-from-home part- or full-time
 - g. offer benefits
2. 55% of participants who gain employment by April 1, 2023, will maintain employment for 90 days (annual metric).
 3. The average wage for those who gain employment will be above Denver County minimum wage (annual metric).
 4. 50% of participants who enter the GED pathway by April 30, 2023, take and pass at least 1-2 GED exams (annual metric).

C. Pilot Outcomes:



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These are program goals CWEE and DHS will monitor throughout 2022-2023 in order to determine effectiveness and viability with regard to future iterations of the partnership.

1. All participants enrolled create short-term and long-term plans for eventual employment.
2. 50% of participants start CWEE introductory course within 4 weeks of enrollment.
3. 75% of participants start CWEE introductory course on their first try.
4. 40% of participants complete CWEE introductory course within 4 weeks of beginning it.
5. 50% of participants who start CWEE's career readiness curriculum complete it within 6 weeks of beginning it.
6. All participants who enter CWEE's Job Search Pathway by May 31, 2023, identify their personal employment needs (hours, location, wage, benefits, opportunities for advancement, etc.).
7. 75% of participants who enter CWEE's Job Search Pathway by May 31, 2023, create employment portfolios including resumes, cover letters, letters of explanation, etc.
8. 40% of participants who begin the Adult Basic Education curriculum complete it within 12 weeks.
9. 40% of participants who begin pre- General Educational Development Test curriculum complete it within 20 weeks.
10. All participants pursuing higher education or vocational training outside of CWEE have at least one CWEE coaching session per month.
11. 90% of enrolled participants who need a computer or internet service will receive them within 4 weeks of enrollment.
12. All participants who gain employment are monitored for up to 1 year for job retention.
13. Of participants who complete CWEE Basics, 90% will report confidence in various digital communication skills.
14. 95% of participants will report one or more of their barriers in the domains of Housing, Dependent Care, Transportation, Personal or Family Well-Being, Social Support, Financial Health, and Legal Issues improved within three months.

XI. Performance Management and Reporting

A. Performance Management

Monitoring will be performed as necessary by DHS staff throughout the term of the agreement. As a subrecipient, monitoring is 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:



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1. **Program or Managerial Monitoring:** The quality of the services being provided and the effectiveness of those services addressing the needs of the programs' 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 staff, 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 are met, as well as Federal, State and City legal requirements, standards and policies to include subrecipient 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

1. CWEE will track and report out monthly. DHS and CWEE will agree to reported metrics that may include:
 - a. Number of Colorado Works participants referred in the reporting month prior to the last Monday in the month.
 - b. Number of CW participants served.
 - c. Number of participants receiving services in each Service Level.
 - d. Number of participants receiving Employment Services including a breakdown for CWEE Basics, job preparation curriculum, and Job Search.
 - e. Number of participants receiving High School Equivalency services, including a breakdown for ABE, pre-HSE, and HSE.
 - f. Number of participants who report new employment since the last month report (employment will be reported upon verification, and possibly not in the same month as the report is made).
 - g. Number of participants who retain employment for 90 days.
 - h. Number of participants who complete their High School Equivalency.
 - i. Number of CW participants assigned to a new provider.
 - j. Number of CWEE case closures.
2. The following reports shall be completed and delivered to the DHS as stated in this section.



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Report # and Name	Description	Frequency	Reports to be sent to:
1. Monthly Reports	Program generated report on performance measures as described in Section XI.B.1	Due Monthly by the 15 th of the month following service provision	CW/TANF Program Administrator
2. Monthly CiviCore Reports	Monthly CiviCore reports detailing service level provided	Due Monthly by the 15 th of the month following service provision	CW/TANF Program Administrator
3. Contract Summary Report	Report shall demonstrate all functions performed, and how services provided met the overall goals of this agreement.	Contract End, within 45 days after Term End.	CW/TANF Program Administrator
4. Intermittent program reviews	May include sampled individual plans, supportive services issued, case notes, participation hours entry, activity updates, participant work, timesheets, and other notations in CiviCore or CBMS.	To be submitted upon request	CW/TANF Program Administrator
5. Quarterly achievement report	Quarterly report detailing progress on all outcomes listed in Process Measure and Outcomes section of this SOW.	Due by the 15 th of the month following the end of the quarter	CW/TANF Program Administrator

XII. DHS Funding Information:

Per Uniform Guidance CFR 200.331, the following information is being provided to CWEE as a subrecipient:



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- A. Program Name: Temporary Assistance for Needy Families
- B. Subrecipient Unique Entity Identifier number (formerly DUNS #): 167205780
- C. Name of Federal Awarding Agency: State of Colorado
- D. Federal Award Date: TBD
- E. Federal Funding Amount: TBD
- F. Period of Performance: 7/1/22 – 6/30/23
- G. Assistance Listing# (a.k.a. CFDA#): 93.558
- H. Federal Award Identification Number (FAIN): TBD
- I. Additional sub awards by subrecipient: Yes No
- J. Names of subcontractors or sub awardees:

XIII. Budget

- A. 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. Contractor shall use DHS's preferred invoice template, if requested. Invoicing supporting documents must meet DHS requirements.
- B. The funds allocated under this Agreement are from the federal CW/TANF block grant and shall be used solely for CW purposes and eligible participants. These funds shall not be used to supplant existing funding for a non-CW 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, Colorado 80204

Contractor:	Colorado Women's Employment and Education, Incorporated	
Contract Number:	SOCSV-202159631-01 & SOCSV-202262905-01	
Fiscal Term:	7/1/2022 – 6/30/2023	
Fee for Service	Monthly Charge per Participant	Budget Narrative
Standard Service Level Coaching, Case Management, Digital Literacy, Employment Services, Mental Health Services	\$420	Backup documentation will include number of participants served and service level provided.



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Moderate-intense Service Level Coaching, Case Management, Digital Literacy, Supported Basic/HSE Education, Employment Services, Mental Health Services	\$485	Backup documentation will include number of participants served and service level provided.
Reduced Service Level Light Coaching, Light Case Management, Supported Vocational/Trade Training, Supported Higher Education, Reengagement activities, Job Retention Monitoring/Services	\$235	Backup documentation will include number of participants served and service level provided.
Total Fiscal Amount	\$1,035,000	The contractor will not exceed \$1,035,000 during the contract period.

Contract Summary of Amounts:

Contract Version	Term	Previous Amount	Additional Amount	New Contract Total
Base	9/1/2021 – 6/30/2022	\$0	\$770,000	\$770,000
1st Amendment	7/1/2022 – 6/30/2023	\$770,000	\$1,035,000	\$1,805,000

Prorating:

1. Billing for ongoing participants will be at the service level at the start of the month. Changes in service levels will be reflected in the following month's bill.

EXHIBIT C, BUSINESS ASSOCIATE AGREEMENT
HIPAA/HITECH

1. GENERAL PROVISIONS AND RECITALS.

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

2. DEFINITIONS.

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

2.03.1 Breach excludes:

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

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

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

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

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

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

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

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

2.09 "Health Care Operations" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.

2.10 "Immediately" where used here shall mean within 24 hours of discovery.

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

3. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE.

- 3.01 CONTRACTOR agrees not to use or further disclose PHI that CITY discloses to CONTRACTOR except as permitted or required by this Agreement or by law.

- 3.02 CONTRACTOR agrees to use appropriate safeguards, as provided for in this Agreement, to prevent use or disclosure of PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits, on behalf of CITY, except as provided for by this Contract.
- 3.03 CONTRACTOR agrees to comply with the HIPAA Security Rule, at Subpart C of 45 CFR Part 164, with respect to electronic PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits, on behalf of CITY.
- 3.04 CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of PHI by CONTRACTOR in violation of the requirements of this Agreement that becomes known to CONTRACTOR.
- 3.05 CONTRACTOR agrees to immediately report to CITY any Use or Disclosure of PHI not provided for by this Agreement that CONTRACTOR becomes aware of. CONTRACTOR must report Breaches of Unsecured PHI in accordance with 45 CFR §164.410.
- 3.06 CONTRACTOR agrees to ensure that any of its subcontractors that create, receive, maintain, or transmit, PHI on behalf of CONTRACTOR agree to comply with the applicable requirements of Section 164 Part C by entering into a contract or other arrangement.
- 3.07 To comply with the requirements of 45 CFR §164.524, CONTRACTOR agrees to provide access to CITY, or to an individual as directed by CITY, to PHI in a Designated Record Set within fifteen (15) calendar days of receipt of a written request by CITY.
- 3.08 CONTRACTOR agrees to make amendment(s) to PHI in a Designated Record Set that CITY directs or agrees to, pursuant to 45 CFR §164.526, at the request of CITY or an Individual, within thirty (30) calendar days of receipt of the request by CITY. CONTRACTOR agrees to notify CITY in writing no later than ten (10) calendar days after the amendment is completed.
- 3.09 CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of CITY, available to CITY and the Secretary in a time and manner as determined by CITY, or as designated by the Secretary, for purposes of the Secretary determining CITY'S compliance with the HIPAA Privacy Rule.
- 3.10 CONTRACTOR agrees to document any Disclosures of PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits on behalf of CITY, and to make information related to such Disclosures available as would be required for CITY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528.
- 3.11 CONTRACTOR agrees to provide CITY information in a time and manner to be determined by CITY in order to permit CITY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528.
- 3.12 CONTRACTOR agrees that, to the extent CONTRACTOR carries out CITY's obligation(s) under the HIPAA Privacy and/or Security rules, CONTRACTOR will comply with the requirements of 45 CFR Part 164 that apply to CITY in the performance of such obligation(s).

- 3.13 CONTRACTOR shall work with CITY upon notification by CONTRACTOR to CITY of a Breach to properly determine if any Breach exclusions exist as defined below.

4. SECURITY RULE.

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

5. BREACH DISCOVERY AND NOTIFICATION.

- 5.01 Following the discovery of a Breach of Unsecured PHI, CONTRACTOR shall notify CITY of such Breach, however, both parties may agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR §164.412.
 - 5.01.1 A Breach shall be treated as discovered by CONTRACTOR as of the first day on which such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR.
 - 5.01.2 CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have been known, to any person who is an employee, officer, or other agent of CONTRACTOR, as determined by the federal common law of agency.
- 5.02 CONTRACTOR shall provide the notification of the Breach immediately to the CITY DEH Executive Director or other designee.
 - 5.02.1 CONTRACTOR'S initial notification may be oral, but shall be followed by written notification within 24 hours of the oral notification.
- 5.03 CONTRACTOR'S notification shall include, to the extent possible:
 - 5.03.1 The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;
 - 5.03.2 Any other information that CITY is required to include in the notification to each Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify CITY, or

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

1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 2. A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 3. Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 4. A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and
 5. Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 5.04 CITY may require CONTRACTOR to provide notice to the Individual as required in 45 CFR §164.404, if at the sole discretion of the CITY, it is reasonable to do so under the circumstances.
- 5.05 In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all required notifications to CITY, and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.
- 5.06 CONTRACTOR shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR §164.402 to demonstrate that a Breach did not occur.
- 5.07 CONTRACTOR shall provide to CITY all specific and pertinent information about the Breach, including the information listed above, if not yet provided, to permit CITY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of the Breach to CITY.
- 5.08 CONTRACTOR shall continue to provide all additional pertinent information about the Breach to CITY as it becomes available, in reporting increments of five (5) business days after the prior report to CITY. CONTRACTOR shall also respond in good faith to all reasonable requests for further information, or follow-up information, after report to CITY, when such request is made by CITY.
- 5.09 In addition to the provisions in the body of the Agreement, CONTRACTOR shall also bear all expense or other costs associated with the Breach and shall reimburse CITY for all expenses CITY incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs or expenses associated with addressing the Breach.

6. PERMITTED USES AND DISCLOSURES BY CONTRACTOR.

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

7. OBLIGATIONS OF CITY.

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

8. BUSINESS ASSOCIATE TERMINATION.

- 8.01 Upon CITY'S knowledge of a material breach or violation by CONTRACTOR of the requirements of this Contract, CITY shall:

8.01.1 Provide an opportunity for CONTRACTOR to cure the material breach or end the violation within thirty (30) business days; or

8.01.2 Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to cure the material breach or end the violation within (30) days, provided termination of the Agreement is feasible.

8.02 Upon termination of the Agreement, CONTRACTOR shall either destroy or return to CITY all PHI CONTRACTOR received from CITY and any and all PHI that CONTRACTOR created, maintained, or received on behalf of CITY in conformity with the HIPAA Privacy Rule.

8.02.1 This provision shall apply to all PHI that is in the possession of subcontractors or agents of CONTRACTOR.

8.02.2 CONTRACTOR shall retain no copies of the PHI.

8.02.3 In the event that CONTRACTOR determines that returning or destroying the PHI is not feasible, CONTRACTOR shall provide to CITY notification of the conditions that make return or destruction infeasible. Upon determination by CITY that return or destruction of PHI is infeasible, CONTRACTOR shall extend the protections of this Agreement to the PHI and limit further Uses and Disclosures of the PHI to those purposes that make the return or destruction infeasible, for as long as CONTRACTOR maintains the PHI.

8.03 The obligations of this Agreement shall survive the termination of the Agreement.

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

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