

AMENDATORY AGREEMENT

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

WHEREAS, the Parties entered into an Agreement dated December 15, 2020, for the provision of authorized services and supports for individuals with intellectual and developmental disabilities (the “Agreement”); and

WHEREAS, the Parties now wish to modify the Agreement as set forth below.

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

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

2. Subsection 6.4.1 of the Agreement, titled “**Maximum Contract Amount**,” is amended to read as follows:

“**6.4.1.** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Sixty-Seven Million Four Hundred Thirteen Thousand Six Hundred Dollars (\$67,413,600.00) (the “Maximum Contract Amount”). The City is not obligated to execute an agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibits A, A-1, A-2, and A-3**. Any services performed beyond those in **Exhibits A, A-1, A-2, and A-3** or performed outside the Term are performed at the Contractor’s risk and without authorization under the Agreement.”

3. Section 29 of the Agreement, titled “**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT**,” is amended to read as follows:

“**29. INTENTIONALLY OMITTED.**”

4. Section 30 of the Agreement, titled “**NO DISCRIMINATION IN EMPLOYMENT**,” is amended to read as follows:

“**30. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual

orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.”

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 the City Council.

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

REMAINDER OF PAGE INTENTIONALLY BLANK

Contract Control Number:
Contractor Name:

SOCSSV-202370396-01; 202056668-01
ROCKY MOUNTAIN HUMAN SERVICES

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

SEAL**CITY AND COUNTY OF DENVER:**

ATTEST:

By:

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: _____

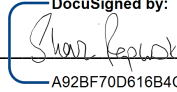
REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number:
Contractor Name:

SOCSSV-202370396-01; 202056668-01
ROCKY MOUNTAIN HUMAN SERVICES

By:  _____
A92BF70D616B4CF...

Name: Shari Repinski
(please print)

Title: Chief Executive Officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Rocky Mountain Human Services
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Jaggaer No. 202056668-01

I. Purpose of Agreement

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

II. IDDEAS (Intellectual and Developmental Disabilities Equitable Access to Services) Program Requirements

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

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

Grievance process. Contractor must maintain a grievance process for IDDEAS Program services delivered through this contract, to be reviewed annually and approved by DHS. This process will be made known to the public and outcomes will be tracked and reported to DHS.

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

III. Services

Rocky Mountain Human Services, as the State-designated Community Centered Board (CCB) for Denver County, is the fundamental access point for eligibility determination and enrollment in Medicaid Long Term Services and Supports (LTSS) for Denver residents with intellectual and developmental disabilities (I/DD). As such, RMHS is a key partner in developing programming and expending local taxpayer funds to further address access barriers and critical service gaps for the benefit and wellbeing of eligible Denver residents as defined by IDDEAS program rules in accordance with § 53-550, D.R.M.C.

As the Denver CCB, RMHS utilizes IDDEAS Program funds to holistically and equitably support eligible Denver residents from birth through lifespan in aspects of daily living as



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well as full inclusion and belonging in community life. The RMHS CCB Mill Levy Program (known publicly as the RMHS Mill Levy Program) services include assisting eligible residents to directly access IDDEAS Program funds, management and/or oversight of targeted initiatives, and program support and staffing across RMHS departments. The goals of these services are to ensure access to IDDEAS Program funds, mitigate barriers, fill service gaps, provide innovative and safety net services, create access to critical services for those experiencing waitlists from other programs such as Medicaid Waiver services, and enhance clinical programs.

RMHS CCB Mill Levy Program Clienteles

RMHS will provide services and supports to eligible Denver residents, whether they are seeking or applying for services, currently accepting services, waiting for services, or declining other services. This includes individuals who do not qualify for state or federal programs due to resource limits, legal residency status, and/or other unique circumstances. Eligible residents include:

1. Infants and children ages 0-5 who have a documented developmental delay eligible for special education services, have a medical diagnosis known to result in developmental delays, or are seeking evaluation for early intervention due to suspected developmental delay.
2. Individuals ages 5+ who have been determined to have an I/DD by a State-designated Community Centered Board. This includes school age children, transitioning young adults, adults, and aging adults.

RMHS Mill Levy Program Areas

As the CCB for Denver County, RMHS is the access point for intake, referral, and enrollment into I/DD services for all eligible Denver residents. RMHS also provides services for thousands of eligible residents that choose to receive ongoing case management and service coordination through RMHS. RMHS utilizes their CCB role, interagency relationships, and expertise to ensure all eligible Denver residents have access to IDDEAS Program services, regardless of receiving RMHS services. The RMHS Mill Levy Program offers services and supports through the following program areas:

1. **Mill Levy Service Coordination.** Provide service coordination activities not covered through Medicaid, State and/or Federal program funds to eligible Denver residents during the intake and enrollment processes, and ongoing case management or Mill Levy access coordination. Mill Levy service coordination activities ensure RMHS can support eligible residents in accessing any Mill Levy funded services and programs, including those provided by RMHS. These activities may include:
 - a. Receive all incoming calls and inquiries to RMHS for I/DD-related services and resources and provide information to callers about I/DD programs and services.
 - b. Determine whether eligible residents are seeking I/DD services, other Long-Term Services and Supports (LTSS) including other Medicaid waivers, and/or need other community resources.



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- c. Complete intake and referral tasks for residents seeking eligibility by gathering necessary information to proceed with applying for and being determined eligible for I/DD services.
- d. Assess needs not met through existing federal, state, and/or locally funded or administered programs or resources, including Medicaid.
- e. Develop and authorize RMHS Mill Levy Support Plans (MLSP) to meet unmet needs, provide gap services during the pre-enrollment period as well as ongoing locally funded services, reduce waitlist waiting periods across several programs and/or provide service levels beyond State funding.
- f. Facilitate, review, and authorize Individual Requests.
- g. Coordinate with external agencies to promote identification of eligible clients and ensure efficient access to the RMHS/ Mill Levy Program.

Note: On average I/DD service enrollment processes take 180 days due to a variety of environmental and systems factors beyond RMHS' CCB role. During this time, local funds ensure eligible residents stay connected to services and supported in their daily lives. RMHS staff provide a variety of activities that Medicaid and/or State general funds do not cover. Due to the nature of these supportive services and the changes which may occur to State-level programs throughout the contract term, Mill Levy Service Coordination (MLSC) service definitions and rates are captured in the Exhibit A-3.2- **RMHS CCB Mill Levy Services Rate Schedule**. RMHS will keep DHS IDDEAS program staff up to date on changes to federal and state funded services which impact services to be provided or service reimbursement rates. RMHS will provide DHS with supporting methodology for any requested changes to services, service definitions, and associated service rates ahead of any changes to billing. All changes are subject to review and approval by DHS, along with the start date of said service or rate revision.

DHS will allow for up to two (2) rate change requests per year. In the case of an emergency or other event which requires a critical and time-sensitive shift in services and/or rates as documented in the rates schedule, the DHS Executive Director would be able to authorize additional changes beyond two during the fiscal term.

2. Client and Family Directed Funds (CFDF): Eligible residents may access IDDEAS Program funding directly through Individual Requests and/or RMHS Mill Levy Support Plans. RMHS may secure services as deemed necessary to best support the well-being of the eligible individual including, but not limited to direct purchasing, vendor and provider agreements, and subcontracts for goods and ongoing services and support to meet individual needs.

- a. **Individual Requests:** Unique requests that are specific to an individual need and demonstrate a benefit to the eligible resident and their wellbeing. Requests may include the purchase of goods and/or services, including capital improvements to a clients' personal setting, such as their home environment. Goods purchased on behalf of an eligible resident transfers into that resident's ownership once the item is delivered or received by said resident.



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- b.** RMHS may utilize IDDEAS Program funds to fulfill individual requests when:
 - 1. The request cannot be fulfilled through another funding source because of insufficient funding.
 - 2. There exists a waiting list or significant delay by other funding sources to meet the need.
 - 3. The eligible resident needs temporary gap services and/or supports during pre-enrollment periods or transition periods between programs.
 - 4. The mill levy funds augment a client's access to Medicaid and State program funds (i.e., home modifications). Note: This does not denote co-mingling funds, but rather a strategic approach to ensure clients' health, safety, welfare, and ability to function with greater independence in their daily life.
 - 5. The mill levy funds augment a client's physical, mental, and emotional health, safety, and wellbeing.
- c. Mill Levy Support Plans:** Provide additional, often ongoing, services that are unfunded or underfunded by Medicaid or other resources. These services mirror services provided in Home and Community-Based Services (HCBS) waivers and state funded I/DD programs. RMHS develops Mill Levy Support Plans (MLSPs) using local funds and private insurance to address the developmental and support needs of the eligible Denver resident receiving services. RMHS may utilize IDDEAS Program funds for MLSPs as follows:
 - 1. When mill levy rates are consistent with the current Medicaid or third-party rates of a similar service.
 - 2. When developing new MLSP offerings, RMHS will socialize changes with the DHS IDDEAS Program Administrator and submit supporting rate methodology to DHS for approval prior to implementing the new service.

RMHS will offer MLSPs to eligible residents who receive RMHS services during their annual service planning meeting and/or as needs change for the eligible resident(s) during the year.

Eligible residents who do not receive RMHS services may access MLSP services and supports through the RMHS Mill Levy Access Coordinator.

- 3. Early Intervention (EI) Denver.** This program provides services by staff to children that are in need of EI services but are not able to receive these services through the State funded EI Program. Areas of staff support include:
 - a. Non-EI Children's Clinical** - Connects children over the age of 3 in need of clinical assessment and/or diagnostic evaluations and testing. Mill levy funds help reduce long waiting periods for children in Denver.



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- b. **Transition Home** - Provides gap services to infants discharged from a Neonatal Intensive Care Unit (NICU) to home. These infants are categorically eligible for state EI services, but there is typically a delay from the NICU discharge date to the date those services begin.
 - c. **Denver Early Steps** - Serves as a local safety net to provide support services for families and children with developmental delays that do not meet the eligibility threshold or need additional services and supports that are not covered under the State's current EI program. Denver Early Steps can provide services that are proactive and preventative, supporting child development during early years when such development is most critical. This program includes a variety of supportive services and may evolve over time with consideration for State EI service offerings. Denver Early Steps services include:
 - Screening, assessment, and treatment services to infants, toddlers, and children;
 - Developmental monitoring to support children that exhibit delays but fall just below the State's EI eligibility threshold for services;
 - Transdisciplinary team approach to service delivery and comprehensive diagnostic evaluations for families;
 - Assessment and treatments not covered or partially covered by Medicaid or private insurance, including services needed beyond limits set by other payers, home-based services, and care coordination intended to increase the quality of care and that support best practices (including but not limited to occupational therapy, physical therapy, speech language pathology, mental and behavioral health, and other developmental professional services);
 - Family Group sessions to provide therapy supports and foster natural supports through social connections between families that have children with developmental delays;
 - Mind the gap and provide options counseling and transition support for children exiting EI programs into other programs, such as the Family Support Services Program.
- 4. EI Colorado Children's Clinical.** Provides clinical assessments and diagnostic evaluations to children eligible for EI services to ensure access to best practice clinical services that are not covered or are only partially covered by Medicaid or private insurance, including: any needed services that exceed limits set by other payers, home-based services, and care coordination intended to increase the quality of care and support best practices. This includes a transdisciplinary team model approach to service delivery. Service rates are captured in Exhibit A-3.2 - **RMHS CCB Mill Levy Services Rate Schedule** (see MLSP note above).
- 5. Community Initiatives.** RMHS utilizes IDDEAS Program funding to support community initiatives to meet client needs through funding short-term or long-term



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community provider projects and programs based on community needs and provider capability and performance, with a goal to promote innovation, diversity, equity, and inclusion, and support sustainability and capacity building for the benefit and wellbeing of eligible residents. These initiatives are external to RMHS. RMHS may offer a variety of competitive and/or targeted procurement processes to fund and potentially incubate desired community services or life opportunities through funded sponsorships, grants, partnerships and/or subcontracts with community agencies and providers. RMHS will create, implement, and maintain monitoring processes to provide oversight and support to Community Initiatives.

6. Mill Levy Program Services and Supports

- a. RMHS Mill Levy Program Management.** RMHS Mill Levy Program management and oversight includes day-to-day operations, program development and management, contract compliance and management, and fiscal accountability for all aspects of the program including CFDF processes, targeted initiatives, and RMHS Mill Levy Program case management and service coordination across RMHS program departments that provide services to eligible residents. DHS expects RMHS will provide updates on anticipated changes or new roles/positions to be funded under this agreement.
- b. Operations.** The RMHS Mill Levy Program Operations team ensures the timely, accurate, and appropriate processing of all client and family directed funds in accordance with DHS financial services policies and procedures, this contract, and the city ordinance that governs the dedicated IDDEAS Program funds for eligible programs.
- c. RMHS Initiatives.** The RMHS Mill Levy Program will fund specific staff positions and/or programs for direct service delivery when it is deemed most prudent, with agreement from DHS, meaning that RMHS' subject matter expertise and organizational resources make them the logical entity to best meet the targeted need. The RMHS Mill Levy Program Initiatives team includes staff positions responsible for oversight of RMHS and Community Initiatives to monitor program and staff expectations, ensure compliance, measure, and report outcomes. They provide contract management for all Community Initiatives and MLSP provider agreements including authorizing reimbursement for staffing, services rendered, and direct costs associated with the targeted RMHS-provided and community-provided initiatives. RMHS Initiatives may include, but are not limited to outreach and education, assessment and evaluation, case management, clinical therapies, residential support, resource coordination, housing stability, and long-term care.
- d. Communications and Outreach.** The RMHS Communications Department staff allocate a portion of their time to RMHS Mill Levy Program Management for work completed to increase awareness of RMHS programs, including mill levy-funded services, for eligible residents seeking services and supports, their natural support systems, providers, and the general public. Communications and outreach efforts include developing and distributing



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marketing materials, in-person Denver events, virtual and in-person community information sessions, and/or digital and social media outreach and communications. These staff also engage with the City (e.g., DHS, City Council, DHS Advisory Council) to increase awareness and report on mill levy programming outcomes.

- e. **RMHS Mill Levy Program Support.** RMHS designates IDDEAS Program funds to departments that serve eligible residents directly, administrative support departments, and RMHS Mill Levy Program management. RMHS will use IDDEAS Program funds to provide required staffing, training, professional services, and other direct expenses to support best practices and increase awareness of and provide access to the RMHS Mill Levy Program. Positions that are not 100% dedicated to the RMHS Mill Levy Program will be subject to time tracking or an allocation methodology, approved by DHS.

- 7. **Technology Advancements.** RMHS utilizes IDDEAS Program funds to pursue, develop, and implement technology advancements to best benefit service access, resource engagement, and service coordination for eligible residents through creation of a new database system which will support a variety of service functions for Denver residents with I/DD such as intake and enrollment processes and active client case management. Technology advancements should promote efficiency, accessibility, data collection, and reporting capabilities that support management of IDDEAS funds and access to services. RMHS will consider mill levy requirements and best practices developed over the past several years as they work with subcontracted vendors to develop a minimal viable product (MVP) with custom add-ons to support RMHS Mill Levy Program management. This is projected to be a two-year project. The RMHS Mill Levy Program has prioritized the following programming needs specific to Denver residents with I/DD.
 - Client Portal to streamline the client and family directed funds processes
 - Provider Portal to support approved mill levy providers in determining eligibility and support billing for mill levy services
 - Contract Management for mill levy Community Initiatives and Mill Levy Support Plan providers

DHS Collaboration

RMHS will support a strong partnership with DHS through regular communication, collaboration, and program updates regarding services and programs outlined in this Services section. RMHS will stay in close communication with the DHS IDDEAS Program Administrator through a variety of platforms mutually agreed upon by RMHS and DHS to include regularly scheduled status meetings and reporting, ad hoc meetings, and informal check-ins with the intent to report contract performance and outcomes. RMHS will keep DHS apprised of any issues that may necessitate program or budgetary adjustments or changes.

IDDEAS Program and other designated DHS staff will perform monitoring activities throughout the term of the agreement. RMHS will cooperate with DHS staff and make reasonable



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accommodations for staff to complete monitoring activities that may include in-person and virtual visits or shadowing opportunities for the purpose of monitoring performance management pursuant to the RMHS Mill Levy Program scope of work. The IDDEAS Program Administrator or other designated DHS staff may identify performance issues and will coordinate with RMHS to develop recommendations and timeframes to resolve concerns across monitoring activities.

Contractor's program development should align with DHS's equity values of inclusion and engagement, equitable programming and policy, accountability, transparency, and the learning and development through the promotion of intersectional, inclusive, and accessible programs and strategies in multiple languages.

IV. Process and Outcome Measures

Policies and Procedures

RMHS will develop, maintain, and provide DHS with policies and procedures that govern the RMHS Mill Levy Program and pursuant to Section 3.9 of the Master Service Agreement of this contract. These policies and procedures include, but are not limited to the following program areas:

- a. Mill Levy Program Eligibility and Residency Verification
- b. Client and Family Directed Funds (CFDF)
- c. Targeted Initiatives such as EI Denver, Community Initiatives, and RMHS Initiatives
- d. Complaints and Grievance Policy
- e. Community Advisory Council

Policies should describe standards, criteria, and procedures related to the purpose and/or specific program area. Policies shall be submitted to the DHS IDDEAS Program for review and approval annually at the beginning of the contract term, upon creation and/or as requested by DHS. Proposed updates must be resubmitted to DHS for review and approval.

Regarding the Individual Request process referenced in 2. a. above, RMHS will submit the Individual Request process, which will include at minimum, the following:

1. Request submission requirements that include eligibility verification and required documentation to demonstrate compliance to the Developmental Disabilities Mill Levy, § 53-550, D.R.M.C.
2. RMHS Review Process that includes instructions regarding acceptable use of mill levy funding, payment hierarchy, and any request types excluded from mill levy funding.
3. Approval Authority that includes what level of authority is required to approve the request based the request type and/or monetary limit.
4. Request fulfillment to ensure delivery of the service and/or purchase of the good(s).
5. the good(s).
6. DHS invoicing requirements including required supporting documentation for reimbursement.



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7. RMHS Process Measures and Program Quality Measures applicable and pursuant to Section IV of this Scope of Work.

RMHS may identify and implement additional internal policies and procedures that support services to be delivered under this contract and described within this scope of work. Additional policies and procedures not referenced above do not require prior review and approval by DHS, though they may be subject to audit(s) or other contract monitoring activities.

A. Process Measures

1. Technology Advancements: Contractor will provide progress updates at least quarterly on the development and implementation of the new ASTRO case management database system and anticipated or resulting impacts for Denver residents with I/DD.
2. Community Advisory Committee (CAC): Contractor will make publicly available on the RMHS website CAC meeting agendas within 48 hours in advance of meetings, and upload meeting materials including minutes, presentations, or supportive documents on or before 30 days following each meeting.
3. Communications and Outreach: Contractor will provide number of outreach and education events (i.e., community forums, provider meetings, screenings) and impressions, attendance, or meaningful contact updates; number of digital outreach efforts with number of recipients and online engagement; marketing print pieces produced and intended distribution/use; DPS Liaison Specific Outreach Efforts; and language access and equity reporting for printed and digital materials.
4. Policies and Procedures: Contractor will provide to DHS current approved versions of policy and procedures as specified above.
5. Equity, Diversity, and Inclusion: Building on previous work and the RMHS Board of Directors Resolution on Diversity, Equity and Inclusion, Contractor will consider and include Mill Levy programs and staff in DEI action plans and continue DEI training for all new Mill Levy program hires and 100% dedicated program staff, at minimum. Reports delivered to DHS should include how DEI is applied in the development and delivery of IDDEAS funded programs and services throughout the RMHS Mill Levy Program.

B. Program Quality Measures

1. RMHS will collect and provide to DHS monthly quality metrics across five domains including business operations, service access, satisfaction, efficiency, and effectiveness. RMHS will work with DHS to identify and approve relevant metrics that include demographics, clients served per program area, and access to funds and services within each domain specific to the RMHS Mill Levy Program. Please note: RMHS may propose changes to the domains and/or metrics subject to DHS approval based on RMHS Mill Levy Program development, needs, and/or changes.



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2. RMHS will provide to DHS on a quarterly basis a report that includes a log of all complaints related to Denver mill levy funded services as submitted through the RMHS grievance process.
3. RMHS should identify, track, and report on any other local data or trends that are deemed critical measures, either through database reporting or progress reports delivered to DHS.

V. Performance Management

A. Performance Management

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

1. **Program or Managerial Monitoring:** Review the quality of the services being provided and the effectiveness of those services addressing the needs of the program.
2. **Contract Monitoring:** Review and analysis of current program information to determine the extent to which contractors are achieving established contractual goals. Financial Services, in conjunction with the DHS program area and other designated DHS staff, will provide performance monitoring and reporting reviews. DHS staff will manage any performance issues and will develop interventions to resolve concerns.
3. **Compliance Monitoring:** Ensure that the terms of the contract document are met, as well as Federal, State and City legal requirements, standards, and policies.
4. **Financial Monitoring:** Ensure that contracts are allocated and expended in accordance with the terms of the agreement. Contractor is required to provide all invoicing documents for the satisfaction of Financial Services. Financial Services will review the quality of the submitted invoice monthly. Financial Services will manage invoicing issues through site visits and review of invoicing procedures.

VI. Reporting

The following reports shall be developed and delivered to the City pursuant to Section 7, "Reports/Correspondence" of the Master Service Agreement and as outlined in this section. In addition, DHS requests that RMHS provide copies of reports that include Mill Levy services to DHS so that DHS can be kept abreast of communications.



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Report Name	Description	Frequency	Reports To Be Sent To:
1. Program Quality Metrics	Metrics to assess overall program functioning and promote continuous quality improvement across five domains: business operations, service access, satisfaction, efficiency, and effectiveness.	Monthly reports to be submitted on the last day of the month following the month services were provided or the next business day if on a weekend/holiday. Extensions may be requested in writing, to be approved by DHS.	DHS Program Manager, DHS Program Administrator*
2. Process Measures	Reporting on the process measures specified above.	At least quarterly	DHS Program Manager, DHS Program Administrator
3. Annual Progress Report	Annual progress reporting on performance measures, finances, and delivery of services in each program area. Analysis of service outcomes is expected.	45 days after the end of each contract term	DHS Program Manager, DHS Program Administrator
3. City Council Report	As described in the contract: "written reports and presentations to the City Council describing its programs and operations as the Denver CCB, program costs and expenditures, and community outreach efforts"	Annual, date to be mutually agreed on by City Council, DHS, and RMHS	Denver City Council, DHS
4. Community Reports	As described in the contract: "overview of its progress delivering Services under this Agreement and whether it has any proposed areas for additional expenditures or services".	Annual, date to be mutually agreed on by DHS and RMHS	Stakeholders, general public, DHS



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

VI. DHS funding information:

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

VII. Budget

RMHS Administrative and Overhead Costs

An administrative and overhead rate is applied up to the budget maximum for services delivered through this agreement. Administrative and overhead rates are tracked as a percentage of the total amount billed for services, as opposed to each line item. Administrative and overhead expenses under this contract are capped by Section 53-550(e) of Denver City Code.

Invoices and reports shall be finalized and submitted by RMHS on or before the last day of each month following the month services were rendered (or if the last day of the month falls on a holiday or weekend, then the next business day). Requests for extension or delayed delivery notices should be communicated to DHS timely as soon as Contractor is aware of a need to delay reporting past the established due date. Contractor shall use DHS' preferred invoice template, if requested.

Invoicing supporting documents must meet DHS requirements as negotiated with RMHS for the diverse and unique services to be provided through this agreement.


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

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



DENVER
HUMAN SERVICES

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 DENVER HUMAN SERVICES			BUDGET (Cost Reimbursement)
1200 Federal Blvd., Fourth Floor Denver, CO 80204-3221 Phone: 720-944-2233 FAX Phone: 720-944-2224 DHS_Contracting_Services@denvergov.org			Contract Administration – Financial Services Division
Contractor Name: Rocky Mountain Human Services			
Contract Term: January 1, 2023 – December 31, 2023			
Contract Number: SOCSV-202056668-01			
Program Name: Denver Mill Levy Services			
Service Area	Amount	Budget Narrative	
Mill Levy Service Coordination	\$3,537,236	<p>Mill Levy Service Coordination includes service coordination and case management activities across multiple I/DD eligibility and program service areas: Referral, Intake, & Enrollment, Early Intervention, Family Services & Supports Program (FSSP), and Service Coordination for people enrolled in HCBS-waiver services. These activities support Denver residents' access to I/DD services across systems and community services, particularly I/DD mill levy funded services and supports.</p> <p>Reimbursement is a monthly rate based on the total unduplicated active client count per service area or program. Rates are defined by program or service area on a separate schedule and may be periodically updated throughout the contract term with DHS approval prior to a change.</p> <p>See Exhibit A-3.2 - <u>RMHS CCB Mill Levy Services Rate Schedule</u> for approved rates.</p>	
Client and Family Directed Funds (CFDF)	\$10,876,005	<p>Funds for client-directed services, meaning Individual Requests and Mill Levy Service Plans. These programs support eligible residents in areas and activities of daily living that enhance an eligible resident's health, safety, and quality of life for their benefit and wellbeing.</p> <p>Reimbursement for actual costs of services delivered, supports provided, or goods purchased. Due to the varied and individualized nature of expenses in this line, invoice backup must meet DHS requirements.</p>	



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Early Intervention (EI) Denver	\$761,412	Salary and fringe expenses for multiple RMHS Early Intervention Denver program staff (as 1 FTE or a portion thereof), to be reimbursed at cost with supporting documentation, such as payroll register documents demonstrating employees' wages and timesheets. Any PTO payouts to occur in alignment with Denver Human Services' policy and procedure. Reimbursement for any one-off compensation plans or incentives such as bonuses or severance need to be submitted to DHS for prior review and approval. Upon the DHS Executive Director's written approval, RMHS may be reimbursed for employee financial incentives, such as retention bonuses, for employees performing work under this Agreement. Such approval shall be granted in the City's sole discretion after taking into consideration the following factors: the written justification provided by RMHS detailing how the requested incentives further performance goals or achievements, the overall public benefit, availability of funds, the amount and frequency of the proposed financial incentives, and any other factor the City deems relevant. RMHS agrees to provide the necessary documentation and information to the City to justify the financial incentives. The City is not responsible for any tax consequences regarding any approved financial incentives.
EI Colorado Children's Clinical	\$1,630,335	Enhanced rates for clinical assessments, diagnostic evaluations, and treatments for eligible Denver children. This ensures access to necessary clinical services beyond those funded by Colorado Early Intervention. Reimbursement is based on rates for services accessed by eligible residents in a month. Rates are defined by service area on a separate schedule and may be periodically updated throughout the contract term with DHS approval prior to a change. <u>See Exhibit A-3.2 - RMHS CCB Mill Levy Services Rate Schedule</u> for approved rates.
Community Initiatives	\$4,000,000	Funds for professional services and defined service programs with community providers, beyond RMHS internal initiatives. Invoice backup will be provided in accordance with DHS requirements.
Mill Levy Program Services and Supports	\$1,600,415	Salary and fringe expenses for multiple RMHS mill levy program staff responsible for program management responsibilities and internal RMHS initiative positions, i.e., Mill Levy Program Management, RMHS Initiatives, and



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		<p>Communications and Outreach (as 1 FTE or a portion thereof), to be reimbursed at cost with supporting documentation, such as payroll register documents demonstrating employees' wages and timesheets. Any PTO payouts to occur in alignment with Denver Human Services' policy and procedure. Reimbursement for any one-off compensation plans or incentives such as bonuses or severance need to be submitted to DHS for prior review and approval. Upon the DHS Executive Director's written approval, RMHS may be reimbursed for employee financial incentives, such as retention bonuses, for employees performing work under this Agreement. Such approval shall be granted in the City's sole discretion after taking into consideration the following factors: the written justification provided by RMHS detailing how the requested incentives further performance goals or achievements, the overall public benefit, availability of funds, the amount and frequency of the proposed financial incentives, and any other factor the City deems relevant. RMHS agrees to provide the necessary documentation and information to the City to justify the financial incentives. The City is not responsible for any tax consequences regarding any approved financial incentives.</p>
Other Direct Program Expenses	\$182,945	<p>Direct expenses related to overall Mill Levy program delivery and program management, to be reimbursed at cost upon submission of invoices/receipts and proof of payment. This line includes but is not limited to costs for: mileage, transportation, learning and staff development, continuing education requirements and licensing fees, staff registration, travel and accommodations for conferences, supplies,</p>
Technology Advancements	\$380,000	<p>RMHS will bill 20% of general programming to encompass case management and service coordination capabilities to provide and document activities for Denver residents with I/DD, as well as related technology advancement costs of the new ASTRO database system that benefits all RMHS clients. Additionally, RMHS will bill 100% of all Mill Levy Program specific programming and technology advancement related modules/costs.</p> <p>Reimbursement based on invoices or receipts and proof of payment for actual costs. RMHS will clearly note when a cost is 100% billed to mill levy and why, as well as document</p>



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		allocation methodology for costs partially billed to the mill levy.
Total Direct Costs	\$22,968,348	
Administrative and Overhead	\$3,445,252	Up to 15% of contract total amount for entire contract period (see D.R.M.C. 53-550)
Contract Total Amount	\$26,413,600	

VIII. HIPAA/HITECH (Business Associate Terms)

1. GENERAL PROVISIONS AND RECITALS

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



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- 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:



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



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- 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.



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- 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).



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- 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 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



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reasonably believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;

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

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

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

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

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

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



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

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

6. PERMITTED USES AND DISCLOSURES BY CONTRACTOR.

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

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



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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.

RMHS CCB Mill Levy Services Rate Schedule Calendar Year 2023

Effective Date: January 1, 2023

Amended rates effective July 1, 2023 – December 31, 2023

Budget Service Area		Description	Rate*
Mill Levy Service Coordination	Referral & Intake – Non-EI	Services received by Denver residents seeking referral, intake, enrollment, and ongoing service coordination for non-EI I/DD services to be invoiced as indicated.	15-29 minutes/month = \$90.00 30-60 minutes/month = \$106.09 More than 60 minutes/month = \$270.53
Mill Levy Service Coordination	Enrollment – Non-EI	Services received by Denver residents after eligibility determination until they complete the enrollment process for an HCBS Medicaid Waiver or State General Fund program (one-time payment, after enrollment is complete)	\$750.00/once per client for enrollment transition period at the completion of enrollment
Mill Levy Service Coordination	Referral & Intake - Early Intervention (EI)	Referral and intake services received by Denver residents ages 0-3 seeking enrollment into EI services and scheduled for an evaluation	\$450/once per client scheduled for an EI evaluation: effective July 1, 2023
Mill Levy Service Coordination	Service Coordination - Early Intervention (EI)	Denver residents actively enrolled in the EI Colorado program, for services to connect clients to local I/DD mill levy resources	\$46.41 (Effective January 1 – June 30, 2023)
			\$19.06 (Effective July 1 – December, 2023)
Mill Levy Service Coordination	Family Services & Supports (FSSP)	Denver residents actively enrolled in FSSP program, for services to connect clients to local I/DD mill levy resources	\$67.83
Mill Levy Service Coordination	HCBS Service Coordination	Denver residents actively enrolled in HCBS waiver services and receiving service coordination from RMHS	\$89.21

EI Colorado Children's Clinical	Assessment	Denver resident that received an EI assessment	\$235.00
	Evaluation	Denver resident that received an EI evaluation	\$235.00
	Treatment	Denver resident that received an EI treatment (not a per treatment rate)	\$150.00

Except where noted, all the above rates are per person, per month, for unduplicated active Denver residents per program area (for example, some children are dually enrolled in Early Intervention and HCBS-CES waiver and could be billed for additional service coordination activities in each program they access).

**Rates outlined ABOVE are subject to changes throughout the year as agreed upon by DHS and RMHS. In such cases, the DHS Executive Director would be able to authorize said changes.*