

AGREEMENT

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **LA RAZA SERVICES, INC.**, whose address is 3131 W. 14th Avenue, Denver, CO 80204 (the "Contractor"), collectively (the "Parties").

The Parties agree as follows:

1. **COORDINATION AND LIAISON:** The Contractor shall fully coordinate all services under the Agreement with the Executive Director of the Department of Human Services ("Agency") or the Executive Director's Designee.
2. **SERVICES TO BE PERFORMED:**
 - a. As the Executive Director directs, the Contractor shall diligently undertake, perform, and complete all the services and produce all the deliverables set forth on **Exhibit A**, the Scope of Work, to the City's satisfaction.
 - b. The Contractor is ready, willing, and able to provide the services required by this Agreement.
 - c. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.
3. **TERM:** The Agreement will commence on April 1, 2018 and will expire on March 31, 2019 (the "Term").
4. **COMPENSATION AND PAYMENT:**
 - a. **Fee:** The City shall pay, and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement an amount not to exceed **Five Hundred Fifty Thousand Dollars and 00/100 (\$550,000.00)** (the "Maximum Contract Amount"). Amounts billed may not exceed the budget set forth in **Exhibit A**.
 - b. **Reimbursable Expenses:** There are no reimbursable expenses allowed under the Agreement. All the Contractor's expenses are contained in the budget in **Exhibit A**.
 - c. **Invoicing:** Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation

required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement. Funds will be disbursed in appropriate monthly increments, upon receipt and approval of Contractor's monthly invoices and any City required budget documents or reports. Contractor's invoice(s) will include all appropriate supporting documentation, including time sheets, payroll records, receipts, and any other document which may be pertinent considering the nature of the services performed or expenses incurred under this Agreement. Contractor's invoice(s) will reflect in detail the services performed within the period for which the payment is requested and will address all completed project outcomes. Contractor's invoices must identify costs and expenses incurred in accordance with the budget contained in **Exhibit A**. Funds payable by the City hereunder shall be distributed to the Contractor on a reimbursement basis only for work performed and expenses incurred during the prior month. Invoices submitted for payment must be received by the Agency on or before the fifteenth (15th) day of the month after the month for which reimbursement is being sought. Invoices submitted for services rendered that are submitted after such deadline are untimely and must be submitted separately to be considered for payment. Payment for such late-submitted invoices shall be made only upon a showing of good cause for the late submission. Timesheets must reflect the amount of time, in hours and tenths of hours, attributable to each activity performed under this Agreement. If the Contractor allocates allowable costs to more than one grant, project, or contract, then timesheets must further identify the allocation of allowable costs for each grant, project or contract.

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed the Maximum Contract Amount. The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid

into the Treasury of the City, and encumbered for the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. If, because of any audit or program review relating to the performance of the Contractor or its officers, agents or employees under this agreement, there are any irregularities or deficiencies in any audit or review, then the Contractor will, upon notice from the City, correct all identified irregularities or deficiencies within the time frames designated in the City's written notice. If corrections are not made by such date, then the final resolution of identified deficiencies or disputes shall be deemed to be resolved in the City's favor unless the Contractor obtains a resolution in its favor from the responsible official conducting the audit or review. In any event, the Contractor shall be responsible to indemnify and save harmless the City, its officers, agents and employees, from and against all disallowed costs.

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

5. **REPORTS:** Requirements for narrative and other reports are detailed in the attached Statement of Work. See also **Exhibit B**. All reports and other written correspondence concerning procedural or administrative contract matters, other than invoices and notices required under Article 20, shall be delivered electronically to DHS_Contracting_Services@denvergov.org, or by U.S. mail to:

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

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

Attn: Financial Services
Denver Department of Human Services
1200 Federal Boulevard, 4th Floor
Denver, CO 80204

6. **MONITORING:** The Contractor shall permit the Executive Director to monitor and review the Contractor's performance under this Agreement. The Contractor shall make available to the City for inspection all files, records, reports, policies, minutes, materials, books, documents, papers, invoices, accounts, payrolls and other data, whether in hard copy or electronic format, used in the performance of any of the services required hereunder or relating to any matter covered by this Agreement to coordinate the performance of services by the Contractor in accordance with the terms of this Agreement. All such monitoring and inspection shall be performed in a manner that will not unduly interfere with the services to be provided under this Agreement.

7. **STATUS OF CONTRACTOR:** The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

8. **TERMINATION:**

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.

b. Notwithstanding the preceding paragraph, the City may terminate the Agreement effective immediately if the Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or

any offense of a similar nature in connection with Contractor's business. if there is a breach of any lease of premises leased by the City to the Contractor. Termination for any reasons stated in this paragraph 8 is effective upon receipt of notice.

c. Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

d. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT- INCOMPLETE".

9. **EXAMINATION OF RECORDS:** The Comptroller General of the United States of America or his authorized representative, any authorized agent of the City, including the City Auditor or his representative, or any authorized representative of the State of Colorado has the right to access and the right to examine any pertinent books, documents, papers and records of the Contractor, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. The Contractor shall keep true and complete records and shall annually furnish an accurate statement for the preceding calendar year, of all business transactions under this Agreement, which statement shall be certified by an authorized representative of the Contractor to be correct. The Contractor agrees to establish and maintain a system of bookkeeping satisfactory to the Executive Director or the City's Auditor and to give any authorized representatives of the State, City or federal government access during reasonable hours to such books and records. The State of Colorado or the City's Auditor or the federal government shall have the right at any time, and from time to time, to audit all the books of account, bank statements, documents, records, returns, papers and files of the Contractor related to this Agreement, whether prepared manually or electronically, and the Contractor,

upon request, shall make all such matters available for such examination. If said records exist in electronic form, the Contractor shall maintain a means of transferring said records to hardcopy form. The Contractor's obligation to retain the above records shall expire three (3) years after the Contractor's statement for any period has been delivered to the City.

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

11. INSURANCE:

a. General Conditions: agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force always during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be

responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

b. Proof of Insurance: Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverage. Contractor certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

c. Additional Insureds: For Commercial General Liability, Auto Liability, Professional, and Excess Liability/Umbrella, Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

d. Waiver of Subrogation: For all coverages, Contractor's insurer shall waive subrogation rights against the City.

e. Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (except for Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

f. Workers' Compensation/Employer's Liability Insurance: Contractor

shall maintain the coverage as required by required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$1,000,000 per occurrence for each bodily injury claim, \$1,000,000 per occurrence for each bodily injury caused by disease claim, and \$1,000,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

g. Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$3,000,000 products and completed operations aggregate, and \$3,000,000 policy aggregate.

h. Business Automobile Liability: Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

i. Additional Provisions:

(1) For all Commercial General Liability and Excess Liability, the policies must provide the following:

(a) That this Agreement is an Insured Contract under the policy;

(b) Defense costs are in excess of policy limits;

(c) A severability of interests, or separation of insureds provision (no insured vs. insured exclusion);

(d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City; and,

(e) No exclusion for sexual abuse, molestation or sexual misconduct.

(2) For claims-made coverage:

(a) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier

(b) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

12. DEFENSE AND INDEMNIFICATION:

a. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

b. Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

c. Contractor will defend all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred because of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on

behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

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

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

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

14. ASSIGNMENT; SUBCONTRACTING: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void and shall be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any subconsultant, subcontractor or assign.

15. INUREMENT: The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

16. NO THIRD-PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third

person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

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

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

19. **CONFLICT OF INTEREST:**

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

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

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

By Contractor to: Executive Director
Department of Human Services City and County of Denver
1200 Federal Boulevard
Denver, Colorado 80204-3221

With a copy to: Supervisor, Contracting Services
Denver Department of Human Services 1200 Federal Boulevard
Denver, Colorado 80204-3221

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

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

21. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

b. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. The Contractor also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a sub-consultant or subcontractor that fails to certify to the Contractor that it shall not knowingly

employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

(4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a sub-consultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such sub-consultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such sub-consultant or subcontractor if within three (3) days after such notice the sub-consultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the sub-consultant or subcontractor provides information to establish that the sub-consultant or subcontractor has not knowingly employed or contracted with an illegal alien.

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

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

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

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

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

25. **NO DISCRIMINATION IN PROGRAM ASSISTANCE:** In connection with the performance of work under the Agreement, the Contractor may not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

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

27. **LEGAL AUTHORITY:** Contractor represents and warrants that it possesses

the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

28. NO CONSTRUCTION AGAINST DRAFTING PARTY: The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

29. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

30. INTELLECTUAL PROPERTY RIGHTS: The City and Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Contractor shall disclose all such items to the City. To the extent permitted by the Copyright Act, 17 USC § 101, et seq., the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

31. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued

performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

32. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

33. CITY EXECUTION OF AGREEMENT: The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

34. COMPLETE INTEGRATION: The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

35. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

36. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in

the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, because it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Exhibit List

Exhibit A – Scope of Work and Budget

Exhibit B – Quarterly Report

Exhibit C – Proof of Coverage

[SIGNATURE PAGES & EXHIBITS TO FOLLOW]

Contract Control Number:

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:

By _____

By _____

By _____



Contract Control Number: SOCSV-201738562-00

Contractor Name: LA RAZA SERVICES INC

By:  _____

Name: Rudy Gonzales
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



SCOPE OF WORK
La Raza Services, Inc
SOCSV 2017-38562

I. Purpose of Agreement

The purpose of the contract is to establish an agreement and Scope of Services between Denver Human Services' (DHS) Office of Behavioral Health Strategies (OBHS) and La Raza Services, Inc. (SDLR) to work in conjunction with the Colorado Coalition for the Homeless(CCH) and the Urban League of Metropolitan Denver (ULMD) to implement and operate the Transition from Jail-to-Community (TJC) program to reduce recidivism in Denver County through community collaboration that promotes access to services, resources and supportive relationships to persons prior to release from detention or jail continued through reentry and transition into the community.

II. Services

The TJC program utilizes best practice methods to reduce recidivism or likelihood of a person returning to jail by improving stabilization upon returning to the community, and improving the quality of life for persons involved in the criminal justice system. The TJC model connects participants to services prior to their release from detention or jail, with continued services upon reentry into the community. Services include continued support, skill development, direct case management and resources, and relationships to promote positive community involvement. Cooperation and collaboration among criminal justice system and community partners is critical to providing a continuum of services. The TJC model calls for comprehensive reentry processes including, but not limited to, client assessment, transition and case planning and targeted services in the correctional and community setting based on the assessed individuals risk and needs.

In addition, best practices for reentry services are culturally responsive and address factors or "criminogenic needs" of the individual including cognitive processing, attitudes, beliefs, values and emotional regulation, employment and education including supported employment, developing positive family, peers and natural supports, productive use of time, mental health and substance use treatment and recovery support.

A. Services to be provided by the TJC Collaboration:

1. Will implement the Transition from Jail-to-Community (TJC) model by providing services, resources and supportive relationships for medium-to-high risk offenders entering jail and continuing through their reentry process back to the community. Services and resources are to be provided to Denver County residents and/or individuals returning to Denver upon release.
2. Will use targeted intervention strategies, beginning with providing mental health and substance abuse services simultaneously with employment, with the goal of successful re-entry into the community.
3. Will utilize screenings and assessments, create a transition plan while the participant is still incarcerated and targeted interventions for successful release.
4. Will utilize evidence-based practices curriculum such as, but not limited to;
 - a. Driving with Care-DUI Treatment
 - b. Moral Recognition Therapy

SCOPE OF WORK
La Raza Services, Inc
SOCSV 2017-38562

- c. Parents on a Mission
 - d. Seeking Safety
5. Will establish and implement pre-release and post release service delivery.
- a. Pre-release service delivery includes:
 - i. Gender-specific treatment services;
 - ii. Trauma/PTSD treatment;
 - iii. Motivational Enhancement Therapy;
 - iv. Cognitive-behavioral interventions;
 - v. Relapse Prevention;
 - vi. Parenting Skills Training;
 - vii. Employment, vocational, and educational skills;
 - viii. Peer support, mentoring, and self-help groups;
 - ix. Pre-release planning and case management;
 - x. Jail In-reach with treatment providers and supervision;
 - xi. DUI education and therapy groups; and
 - xii. Social Security Benefits Acquisition paperwork preparation upon release.
 - b. Post-release service delivery includes:
 - i. Case Management;
 - ii. Gender-specific treatment services;
 - iii. Trauma/PTSD treatment;
 - iv. Motivational Enhancement Therapy;
 - v. Cognitive-behavioral interventions;
 - vi. Relapse Prevention;
 - vii. Parenting Skills Training;
 - viii. Employment, vocational, and educational skills;
 - ix. Peer support, mentoring, and self-help groups;
 - x. Limited vouchers for DUI education and therapy groups; and
 - xi. Social Security Benefits Acquisition filing for new and halted benefits.
6. Will assist participants with housing referrals, employment placement, transportation, food, clothing and other necessities.
7. CCH and ULMD will provide employment services, job training and educational access for participants.
8. Will offer all services in English and Spanish and accommodate for other languages and differences in abilities.
- B. Contractors' Responsibilities include but are not limited to:
- 1. Will follow and administer the System and Individual Intervention key elements of the TJC model.

SCOPE OF WORK
La Raza Services, Inc
SOCSV 2017-38562

2. Will maintain communication and coordination with other contractors as appropriate. Will demonstrate a commitment to developing and maintaining strong partnerships between community and government-based entities.
3. Will ensure that SDLR, CCH and ULMD staff attend trainings as scheduled and use training appropriately.
4. Will be responsible for ensuring all assessments, service utilization and outcome data are tracked and will provide this data for evaluation purposes. This includes providing and/or entering all data into the Reentry Tracking System (RTS).
5. Will utilize teaching and service delivery methods to address various culturally responsive learning styles.
6. Will integrate the following recommendations to ensure successful reentry.
 - a. Collaboration for reentry services at all levels and between all stakeholders within the TJC model.
 - b. Provide reentry services from beginning of arrest and at all levels until stable reentry into the community.
 - c. Prioritize mental health needs and services given the high percentage of people suffering from mental health issues who are in jail and the high level of vulnerability the population group endures. Provide appropriate mental health services and/or referrals for individuals with mental health needs.
 - d. Work to alleviate community stigma around the incarcerated population through widespread education to improve jail-to-community access to resources in the community.
 - e. Provide life-skills programming that focuses on practical education that includes financial literacy and money management to increase success rate for participants entering into the job market.
 - f. Provide comprehensive resource materials that contain information on available community services and resources which include updated and current contact information.
 - g. Improve coordination of logistical support upon release, including limiting midnight releases, readily available transportation outside the jail, accessible communication devices (i.e., cell phones) and knowledge of or contact information for available community-based services and resources.
 - h. Improve support that focuses on helping jail-to-community individuals relieve debt accrued as a result of an individual's case through community service or other effective methods.
7. Staff, volunteers, and interns must complete and pass criminal background checks prior to being approved or offered any position due to staff access to protected client data maintained by the City and County of Denver. OBHS and/or the Manager of Safety and/or Denver Sheriff Department have the right to

SCOPE OF WORK
La Raza Services, Inc
SOCSV 2017-38562

decline/reject staff based on criminal history and/or current system involvement without negotiation.

8. SDLR will perform role of being fiscal steward for OBHS funding to administer the TJC program.
 - a. Work within the set budget and expend funds according to the contract. This includes payroll, check disbursement, administration of funds, invoicing/billing, budget reconciliation and financial reports.
 - b. Prepare and provide monthly financial reports to the OBHS and/or its designees. Provide verification of expenditures with payroll back-up.
 - c. Work with OBHS regarding any audits. Keep in their original form all TJC records and documents for a minimum of three (3) years from the expiration date of the contract.
 - d. OBHS Funds contracted for the TJC program are to be used for staffing positions, operational costs, client services and Indirect Costs.

III. Process and Outcome Measures

A. Process Measures

1. Provide services, resources and/or supportive relationships for up to 500 justice involved individuals during 2018.
2. Maintain a caseload of no less than 35 cases and no more than 60 cases per case manager and/or direct staff.
3. Contractor shall submit accurate and timely invoices in accordance to the requirements of this Agreement.

B. Outcome Measures

1. 60% participants will complete one or more of the following of the TJC program aspects to include;
 - a. Completion of groups
 - b. Obtaining employment and maintaining employment for 180 days
 - c. Obtaining benefits
 - d. Obtaining stable housing
 - e. Successful completion of obligation to the justice system
2. Invoices and reports shall be completed and submitted on or before the 15th of each of month following the month services were rendered 100% of the time. Contractor shall use DHS' preferred invoice template, if requested.
3. Send invoices to DHS_Contractor_Invoices@denvergov.org.

IV. Performance Management and Reporting

A. Performance Management

Monitoring will be performed by the program area and Contracting Services. Contractor may be reviewed for:

SCOPE OF WORK
 La Raza Services, Inc
 SOCSV 2017-38562

1. **Program or Managerial Monitoring:** The quality of the services being provided and the effectiveness of those services addressing the needs of the program.
2. **Contract & Financial Monitoring:** Review and analysis of (a) current program information to determine the extent to which contractors are achieving established contractual goals; (b) financial systems & billings to ensure that contract funds are allocated & expended in accordance with the terms of the agreement. Contracting Services will provide regular performance monitoring and reporting to program area management. Contracting Services, in conjunction with the DHS program area, will manage any performance issues and will develop interventions that will resolve concerns.
3. **Compliance Monitoring:** Monitoring to ensure that the requirements of the contract document, Federal, State and City and County regulations, and DHS policies are being met.

B. Reporting

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

Report # and Name	Description	Frequency	Reports to be sent to:
OBHS Quarterly Progress Reports	OBHS Quarterly Progress Reports (see attachment B) will be submitted to OBHS Deputy Director or designee no later than the last day of the first month following the respective quarter. (Note: Include current and historical data from previous quarters in order to provide trend information by reporting area): <ol style="list-style-type: none"> 1. Jail service information and community service information 2. Number of clients referred to the program for services 3. Number of new clients enrolled and completed intakes and by referral type 4. Number of continuing clients by number and type of service 5. Average length of stay in services by type of discharge. 6. General profile of clients served (age, ethnicity, gender) 7. Number of classes/groups provided, attendance and 	Quarterly	OBHS Deputy Director and DHS_Contracting_Services_Documents@denvergov.org

SCOPE OF WORK
 La Raza Services, Inc
 SOCSV 2017-38562

	<p>completion rates by type of class; definition of completion</p> <p>8. Number of individual services by type and number of persons served; number of referrals by type of referral and level of follow-through with engagement</p> <p>9. Average client caseload per case manager (must maintain a caseload minimum of 35)</p> <p>10. Track recidivism rates (new arrests) for Denver and statewide using respective online court data systems.</p> <p>11. Number of persons completing employment services by type, placed in jobs and length of maintaining employment as available.</p> <p>12. Other reported items that are not captured through data entry may include:</p> <ul style="list-style-type: none"> a. Client narratives b. Accomplishments, areas for improvement, missing process or data items <p>13. To ensure accurate monthly reporting, staff must enter data in an accurate and timely manner. Regular data integrity checks must be established and maintained.</p>		
<p>Contract Summary Report</p>	<p>Report shall demonstrate all functions performed, and how services provided met the overall goals of this agreement. Other data will include total budget per line item, amount spent, and an explanation as to unspent funds, etc.</p>	<p>Contract End, within 45 days after Term End.</p>	<p>DHS_Contracting_Services_Documents@denvergov.org</p>
<p>Other reports as reasonably requested by the City.</p>	<p>To be determined (TBD)</p>	<p>TBD</p>	<p>TBD</p>

SCOPE OF WORK
 La Raza Services, Inc
 SOCSV 2017-38562

V. Budget

A. Contractor shall provide the identified services for the City under the support of the Denver Human Services using best practices and other methods for fostering a sense of collaboration and communication.

B. Budget

Contractor Name:	La Raza Services, Inc.	
Contract Number:	SOCV 2017-38562	
Contract Term:	4/1/18 -3/31/19	
Program Name:	Transition from Jail-to-Community	
Direct Costs	Budget	Budget Narrative Justification
Staffing		
SLDR Program Manager	\$25,500	SLDR Program Manager-Salary to be paid based on portion of time spent working on program. Will Supervise SDLR TJC staff. Detailed tracking of the grant data for reporting. Maintains relationships in the community for continual referrals to program and direct employment services with the participants. Assists with groups when needed.
SLDR Program Manager Fringe	\$5,100	Fringe will be based on the percent of time spent on program to include FICA, Workers Comp and Insurance: Health Dental and other insurance.
CCH Program Manager	\$25,500	CCH Program Manager-Salary to be paid based on portion of time spent working on program. Will Supervise SDLR TJC staff. Detailed tracking of the grant data for reporting. Maintains relationships in the community for continual referrals to program and direct employment services with the participants. Assists with groups when needed.
CCH Program Manager Fringe	\$6,571	Fringe will be based on the percent of time spent on program to include FICA, Workers Comp, Retirement Plan Contribution and Insurance: Health Dental and other insurance.
SDLR Clinical Staff	\$90,000	2 Full time staff with a master of social work, licensed social worker or higher credential and/or a Certified Addictions Counselor to conduct intakes, mental health and substance abuse assessments. Work with participants on their clinical issues to transition back into the community using cognitive behavioral therapy and motivational enhancement around criminal thinking and relapse prevention groups for continued support to reduce recidivism pre and post release. Conduct DUI education and therapy groups in the jail.

SCOPE OF WORK
 La Raza Services, Inc
 SOCSV 2017-38562

SDLR Clinical Staff Fringe	\$18,000	Fringe will be based on the percent of time spent on program to include FICA, Workers Comp and Insurance: Health Dental and other insurance.
SLDR/CCH Case Manager	\$68,000	2 Full time case managers that will conduct intake and assessments, work one-on-one with participants to navigate through and refer to a variety of community resources based on intake needs. Develop case plans with participants prior to release. Conduct workshops and groups as needed. Follow up services after participants are released into the community and employed. Support as needed for participant's success with their transition.
SLDR/CCH Case Manager Fringe	\$15,562	Fringe will be based on the percent of time spent on program to include FICA, Workers Comp, Retirement Plan Contribution and Insurance: Health Dental and other insurance.
CCH/ULMD Vocational Specialist	\$82,500	2 Full time specialists that will work 1-on-1 with participant to obtain tools needed for job search. Identifying necessary trainings for participant's vocational success. Assist in scheduling and obtaining funding for trainings. Conduct groups, job clubs and workshops on employment related topics pre and post release. Work with employers as well as community employment resources to assist participants with job placements. Write and manage each participant's Individual Employment Plan. Job coaching as needed after placement for participant's vocational retention. Follow up with employers after participants are placed.
CCH/ULMD Vocational Specialist Fringe	\$18,880	Fringe will be based on the percent of time spent on program to include FICA, Workers Comp, Retirement Plan Contribution and Insurance: Health Dental and other insurance.
SDLR Peer Mentor	\$32,000	1 Full time mentor that will work 1-on-1 with participants as a peer to assist with navigating their transition from jail to community. Outreach to participants where they are such as parole court, probation departments, etc. Complete assessments with participants when meeting them in the jail or community and scheduling them for intakes. Take participants to appointments when needed to assist with a warm handoff to other service providers. Take participants to job interviews. Assist with orientations and follow up.
SDLR Peer Mentor Fringe	\$6,400	Fringe will be based on the percent of time spent on program to include FICA, Workers Comp and Insurance: Health Dental and other insurance.
Staffing Subtotal	\$394,013	

SCOPE OF WORK
 La Raza Services, Inc
 SOCSV 2017-38562

Supplies & Operating Expenses		
Office Set Up/Build Out	\$20,000	Set up expenses related to equipment and technology such as wiring, auto visual equipment, WI-FI, and other initial expenses.
Program Evaluator	\$10,000	Subcontract for an independent evaluator for the reentry program.
Mileage	\$5,175	Mileage is not to exceed the Federally approved IRS rate at the time the expense occurred.
Parking	\$325	Parking at off site locations.
Computers	\$6,400	8 Computers with Microsoft Office Suite up to \$800 each.
Telephones	\$3,200	8 Telephones up to \$400 each.
Printer, Copier, Scanner, Fax	\$4,500	Purchase of 1 multi-function printer, copier, scanner and fax machine
Staff Cell Phones	\$2,400	8 cell phones, \$25/per month each.
General Office Supplies	\$5,033	General office supplies include, but is not limited to printer paper, pens, paper clips, binders, binder dividers, six-sided case files, highlighters, note pads, toner, white out, TJC staff business cards, outreach material etc.
Participant supplies for orientation, groups and job club meetings	\$1,000	Includes but is not limited to water, snacks, candy, etc.
Facilities	\$6,000	Lease, internet services, and utilities.
Supplies & Operating Expenses Subtotal	\$64,033	
Direct Client Services		
Clothing	\$8,000	Program participants clothing needs that are not usually readily available from other organizations. Includes shirts, slacks, suits, ties, belts, dresses, skirts, socks, t-shirts, underwear, shoes, winter coats, gloves, hats. Any clothing items needed for interviews and/or employment.
Tools	\$5,000	Specialized tools need to obtain/maintain employment: Welding hoods, welding aprons, steel toed shoes/boots, hand tools, power tools, auto mechanic tools, Safety glasses, safety gloves, non-slip shoes, chef knives, carpentry tools, construction tools or any items requested/required by the employer.
Client Clearances and Documents	\$4,000	Fees related to driver's license re-instatement, but will not include any fines, penalties, or court costs owed to the State, City or County. Includes assistance in obtaining background checks, personal state IDs, permits or driver's licenses, driving test fees for driver's licenses, birth certificates. Fees associated with obtaining any documents/licenses needed to work.

SCOPE OF WORK
 La Raza Services, Inc
 SOCSV 2017-38562

Transportation	\$12,954	Bus passes/tickets, gas and other transportation related costs that allow individuals to carry out an effective job search, go to and from work/training and other appointments they must attend for their obligations to court/probation including groups, substance abuse treatment and meetings with probation officers.
Other Client Needs	\$4,500	Client materials to include but not limited to DUI materials, Resume materials, USB drives to store job search/employment information.
Client cell phone service fees	\$2,500	3-month limit per eligible client. Cell phones are to be used for TJC services, probation, job search, employment, medical and housing needs.
Incentives for Retention	\$5,000	Gift cards or vouchers provided to eligible program participants to promote program retention. Retention incentives will be provided to program participants from retailers and/or organizations where the participant cannot purchase tobacco, alcohol, or firearms.
Client Services Subtotal	\$41,954	
Total Direct Services	\$500,000	
Total Indirect Cost Rate	\$50,000	
TOTAL BUDGET:	\$550,000	

VI. Other

A. Contractor Contact Information:

Rudy Gonzales
 La Raza Services, Inc.
 3131 West 14th Avenue
 Denver, Co 80204
Vendor ID: # 6979
Time frame: April 1, 2018 – March 31, 2019

VII. 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

SCOPE OF WORK
La Raza Services, Inc
SOCSV 2017-38562

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

SCOPE OF WORK
La Raza Services, Inc
SOCSV 2017-38562

as a result of such disclosure is not further used or disclosed in a manner disallowed under the HIPAA Privacy Rule.

3. a disclosure of PHI where CONTRACTOR or CITY has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

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

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

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

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

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

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

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

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

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

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.

SCOPE OF WORK
La Raza Services, Inc
SOCSV 2017-38562

- 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.

SCOPE OF WORK
La Raza Services, Inc
SOCSV 2017-38562

- 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.

SCOPE OF WORK
La Raza Services, Inc
SOCSV 2017-38562

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

5. BREACH DISCOVERY AND NOTIFICATION.

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

SCOPE OF WORK
La Raza Services, Inc
SOCSV 2017-38562

- a. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - b. A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - c. Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - d. A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and
 - e. Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 5.04 CITY may require CONTRACTOR to provide notice to the Individual as required in 45 CFR §164.404, if at the sole discretion of the CITY, it is reasonable to do so under the circumstances.
- 5.05 In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all required notifications to CITY, and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.
- 5.06 CONTRACTOR shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR §164.402 to demonstrate that a Breach did not occur.
- 5.07 CONTRACTOR shall provide to CITY all specific and pertinent information about the Breach, including the information listed above, if not yet provided, to permit CITY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of the Breach to CITY.
- 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

SCOPE OF WORK
La Raza Services, Inc
SOCSV 2017-38562

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.

SCOPE OF WORK
La Raza Services, Inc
SOCSV 2017-38562

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)

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

Creating a proactive, responsive, and integrated strategy
for mental wellness and public safety in Denver

QUARTERLY PROGRESS REPORT

Agency:		Contract/MOA #:	
Project Title:		Project Duration	
		From:	To:
Prepared By:	Date:	Phone:	
		Email:	
Report covers project activity during the following calendar quarter: (Please mark which quarter this report covers.)			
<input type="checkbox"/> January 1- March 31	<input type="checkbox"/> April 1-June 30	<input type="checkbox"/> July 1-September 30	<input type="checkbox"/> October 1-December 31

SECTION I: NARRATIVE REPORT

(Please insert Narrative Report comments electronically into the document.)

1. Identify any additional projects/tasks accomplishments completed during this reporting period. Please identify specific outcomes and how they complement any of your goals and/or objective.

2. What problems/barriers did the project encounter, if any, within this reporting period that prevented the project from reaching its goals or milestones?

3. Is the project on track to fiscally and programmatically be completed as outlined in the programmatic agreement? (Please answer yes or no. If no, please explain.)

4. What types of support could the Office of Behavioral Health Strategies/Crime Prevention and Control Commission provide to assist the program reach its goals and milestones?

5. List here what work is planned for the next 3 months in bullet point format.

6. Provide any additional commentary that has not already been discussed.

Write your detailed program goals, objectives and metrics in the space provided. The metrics/performance measure data will be collected quarterly in the Table below. If you have more than four specific goals, you can add additional tables as necessary.

Specific Goal/Objective Program Data			
Program Specific Goal:	Program Specific Goal:	Program Specific Goal:	State Program Specific Goal:
Specific Data Metrics:	Specific Data Metrics:	Specific Data Metrics:	Specific Data Metrics:
Quarter 1	Quarter 1	Quarter 1	Quarter 1
Quarter 2	Quarter 2	Quarter 2	Quarter 2
Quarter 3	Quarter 3	Quarter 3	Quarter 3
Quarter 4	Quarter 4	Quarter 4	Quarter 4

I hereby certify that, to the best of my knowledge and belief, this report is correct and complete, and that all activities are for the purposes set forth in the grant award documents, contract, and/or MOU as pertains to my organization.

Printed Name/Title of Project or Program Director

Signature of Project or Program Director

Date

All reports are due to the Office of Behavioral Health Strategies within 30 days of the last day of the quarter. Submit to:
Nikole Bruns at OBHS@denvergov.org

