

AGREEMENT

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **VILLAGE EXCHANGE CENTER, INC.**, a Colorado nonprofit, whose address is 1609 Havana St, Aurora, CO 80010 (the “Contractor”), individually a “Party” and jointly the “Parties.”

RECITALS

WHEREAS, the City awarded this Agreement to the Contractor as a result of a competitive selection for the provision of food and personal items for participants enrolled in the Denver Asylum Seeker Program (“DASP”) (this “Agreement”).

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 agree as follows:

1. **COORDINATION AND LIAISON**: The Contractor shall fully coordinate all services under this Agreement with the Executive Director (“Director”) of the Department of Human Services (“Agency” or “DHS”) or the Director’s designee.
2. **SERVICES TO BE PERFORMED**: As the City directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth in **Exhibit A**, Scope of Work, to the City’s satisfaction. The Contractor is ready, willing, and able to provide the services required by this Agreement. 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 this Agreement and in accordance with the terms of this Agreement.
3. **TERM**: This Agreement will commence on August 1, 2024, and will expire, unless sooner terminated, on July 31, 2025 (the “Term”). Subject to the City’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the City.
4. **COMPENSATION AND PAYMENT**
 - 4.1. **Budget**: The City shall pay, and the Contractor shall accept as the sole compensation for services rendered and costs incurred and paid under this Agreement payment not to exceed the line budget amounts set forth in **Exhibit A**.
 - 4.2. **Reimbursable Expenses**: There are no reimbursable expenses allowed under this Agreement. All the Contractor’s expenses are contained in the budget in **Exhibit A**. The City will not be obligated to pay the Contractor for any other fees, costs, expenses, or charges of any nature that may be incurred and paid by the Contractor in performing services under this Agreement including but not limited to personnel, benefits, contract labor, overhead, administrative costs, operating costs, supplies, equipment, and out-of-pocket expenses.
 - 4.3. **Invoicing**: The Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City. Invoices shall be accompanied by documentation of expenses for which reimbursement is sought as well as other 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.

4.4. Maximum Contract Amount

4.4.1. Notwithstanding any other provision of this Agreement, the City's maximum payment obligation will not exceed Eight Hundred Twenty Thousand Five Hundred Eleven Dollars (\$820,511.00) (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** or performed outside the Term are performed at the Contractor's risk and without authorization under this Agreement.

4.4.2. 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 purpose of this Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

4.4.3. If, as a result of any audit or program review relating to the performance of the Contractor 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.

4.5. Budget Modifications: Budget line items may only be modified in accordance with Budget Modification Policy No. 1703-495, as amended. 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 any modification to **Exhibit A** that requires an increase in the Maximum Contract Amount shall be evidenced by a written amendment prepared and executed by both Parties in the same manner as this Agreement.

4.6. Prohibition on Cash Assistance: The Contractor shall not provide any direct or indirect cash assistance under this Agreement. This prohibition includes, but is not limited to, direct cash payments, gift cards, vouchers convertible to cash, or any other form of assistance that can be readily converted to cash. Any provision or budgeted line item within this Agreement's **Exhibit A** that conflicts or is contrary to this contractual provision shall be void ab initio. The Contractor shall reimburse the City for any payments made in violation of this provision.

5. REPORTS AND PERFORMANCE MONITORING: The Contractor shall provide the City with the reports described in the Exhibits, if any, in such a format as may be designated by the City. The Contractor shall also comply with all contract closeout procedures directed by the City to be performed

under this Agreement for final reimbursement, including but not limited to final review of payments, invoices, referrals, and required reporting documents, including close-out signature. The Contractor shall permit the City to monitor and review the Contractor's performance under this Agreement, provided that such monitoring and inspection shall be performed in a manner that will not unduly interfere with the Contractor's operations and the services to be provided under this Agreement.

6. **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.

7. **TERMINATION**

7.1. The City has the right to terminate this Agreement with cause upon written notice effective immediately, and without cause upon ten (10) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under this Agreement beyond the time when its services become unsatisfactory to the City.

7.2. Notwithstanding the preceding paragraph, the City may terminate this Agreement 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 the Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

7.3. Upon termination of this 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 this Agreement.

7.4. If this 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 this 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."

8. **EXAMINATION OF RECORDS AND AUDITS**: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this Agreement or expiration of the applicable statute of limitations.

When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. § 20-276.

9. **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 this Agreement constitutes a waiver of any other breach.

10. **INSURANCE**

10.1. **General Conditions**: The Contractor 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. The Contractor shall keep the required insurance coverage in force at all times during the term of this Agreement, including any extension thereof, and during any warranty period. 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 require 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, the 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. The 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.

10.2. **Proof of Insurance**: The Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. The Contractor certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. 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 the 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.

- 10.3. **Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), the Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees, and volunteers as additional insured.
- 10.4. **Waiver of Subrogation:** For all coverages required under this Agreement, with the exception of Professional Liability – if required, the Contractor's insurer shall waive subrogation rights against the City.
- 10.5. **Subcontractors and Subconsultants:** The Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.
- 10.6. **Workers' Compensation and Employer's Liability Insurance:** The Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- 10.7. **Commercial General Liability:** The Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Policy shall not contain an exclusion for sexual abuse, molestation, or misconduct.
- 10.8. **Automobile Liability:** The Contractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired, and non-owned vehicles used in performing services under this Agreement.

11. DEFENSE AND INDEMNIFICATION

- 11.1. The 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 the 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.
- 11.2. The 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.

The 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.

11.3. The Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason 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 will be in addition to any other legal remedies available to City and will not be the City's exclusive remedy.

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

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

12. COLORADO GOVERNMENTAL IMMUNITY ACT: In relation to this Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq.*

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 this 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 City's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement by the City. The City has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate this 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 this 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 this Agreement.

16. NO THIRD-PARTY BENEFICIARY: Enforcement of the terms of this Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in this 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 this 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 this Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of this 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:** No employee of the City shall have any personal or beneficial interest in the services or property described in this 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. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Contractor represents that it has disclosed any and 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 this Agreement if 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 this 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 the Contractor at the address aforementioned and to the City at the addresses below: Executive Director, Denver Department of Human Services, 1200 Federal Boulevard, Denver, Colorado 80204-3221; with a copy to: 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. DISPUTES:** All disputes between the City and the Contractor arising out of or regarding this Agreement will be resolved by administrative hearing pursuant to the procedure established by § 56-106(b)-(f), D.R.M.C. For the purposes of that administrative procedure, the City official rendering a final determination shall be the Director as defined in this Agreement.
- 22. GOVERNING LAW; VENUE:** This 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 this 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 this Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

- 23. 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.
- 24. NO DISCRIMINATION IN PROGRAM ASSISTANCE:** In connection with the performance of work under this 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, ancestry, gender, age, military status, sexual orientation, gender identity or gender expression, protective hairstyle, marital or domestic partner status, political beliefs or affiliation, familial or parental status—including pregnancy, medical condition, military service, genetic information, disability. The Contractor shall insert the foregoing provision in all subcontracts.
- 25. FAITH BASED ORGANIZATIONS AND SECTARIAN ACTIVITIES:** The Contractor shall not engage in inherently religious activities, such as worship, religious instruction, or proselytizing as part of the programs or services funded under this Agreement.
- 26. COMPLIANCE WITH ALL LAWS:** The 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. These laws, regulations, and other authorities are incorporated by reference herein to the extent that they are applicable and required by law to be so incorporated.
- 27. COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.
- 28. STATUTES, REGULATIONS, AND OTHER AUTHORITY:** Reference to any statute, rule, regulation, policy, executive order, or other authority means such authority as amended, modified, codified, replaced, or reenacted, in whole or in part, and in effect, including rules and regulations promulgated thereunder, and reference to any section or other provision of any authority means that provision of such authority in effect and constituting the substantive amendment, modification, codification, replacement, or reenactment of such section or other provision, in each case except to the

extent that this would increase or alter the Parties respective liabilities under this Agreement. It shall be the Contractor's responsibility to determine which laws, rules, and regulations apply to the services rendered under this Agreement and to maintain its compliance therewith.

- 29. LEGAL AUTHORITY:** The 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 this Agreement. Each person signing and executing this Agreement on behalf of the Contractor represents and warrants that he has been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions of this Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either the Contractor or the person signing this Agreement to enter into this Agreement.
- 30. LICENSES, PERMITS, AND OTHER AUTHORIZATIONS:** The Contractor shall secure, prior to the Term, and shall maintain, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement. This Section is a material part of this Agreement.
- 31. PROHIBITED TERMS:** Any term or condition that requires the City to indemnify or hold the Contractor harmless; requires the City to agree to binding arbitration; requires the City to obtain certain insurance coverage; limits the Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be *void ab initio*. Any agreement containing a prohibited term shall otherwise be enforceable as if it did not contain such term or condition, and all agreements entered into by the City, except for certain intergovernmental agreements, shall be governed by Colorado law notwithstanding any term or condition to the contrary.
- 32. DEBARMENT AND SUSPENSION:** The Contractor acknowledges that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency, or political subdivision of the State of Colorado. The Contractor shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.
- 33. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties and their respective counsel have had the opportunity to review this Agreement, and this Agreement will not be construed against any Party merely because any provisions of this Agreement were prepared by a particular Party.
- 34. ORDER OF PRECEDENCE:** In the event of any conflicts between the language of this Agreement and the exhibits, the language of this Agreement controls.
- 35. INTELLECTUAL PROPERTY RIGHTS:** The City and the Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, 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 and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. 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. The Parties agree that all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information of the Contractor made available, directly or indirectly, by the Contractor to the City as part of the Scope of Services (collectively, “Contractor Materials”), are the exclusive property of the Contractor or the third parties from whom the Contractor has secured the rights to use such product. Contractor Materials, processes, methods, and services shall at all times remain the property of the Contractor; however, the Contractor hereby grants to the City a nonexclusive, royalty free, perpetual, and irrevocable license to use Contractor Materials. The Contractor shall mark or identify all such Contractor Materials to the City.

36. SURVIVAL OF CERTAIN PROVISIONS: The terms of this Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of this Agreement survive this 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 any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

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

38. CONFIDENTIAL INFORMATION

38.1. “Confidential Information” means all information or data disclosed in written or machine recognizable form and is marked or identified at the time of disclosure as being confidential, proprietary, or its equivalent. Each of the Parties may disclose (a “Disclosing Party”) or permit the other Party (the “Receiving Party”) access to the Disclosing Party’s Confidential Information in accordance with the following terms. Except as specifically permitted in this Agreement or with the prior express written permission of the Disclosing Party, the Receiving Party shall not: (i) disclose, allow access to, transmit, transfer or otherwise make available any Confidential Information of the Disclosing Party to any third party other than its employees, subcontractors,

agents and consultants that need to know such information to fulfil the purposes of this Agreement, and in the case of non-employees, with whom it has executed a non-disclosure or other agreement which limits the use, reproduction and disclosure of the Confidential Information on terms that afford at least as much protection to the Confidential Information as the provisions of this Agreement; or (ii) use or reproduce the Confidential Information of the Disclosing Party for any reason other than as reasonably necessary to fulfil the purposes of this Agreement. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The City will retain all right, title, and interest in its Confidential Information.

38.2. The Contractor shall provide for the security of Confidential Information and information which may not be marked, but constitutes personally identifiable information, HIPAA, CJIS, or other federally or state regulated information (“Regulated Data”) in accordance with all applicable laws, rules, policies, publications, and guidelines. If the Contractor receives Regulated Data outside the scope of this Agreement, it shall promptly notify the City.

38.3. Confidential Information that the Receiving Party can establish: (i) was lawfully in the Receiving Party’s possession before receipt from the Disclosing Party; or (ii) is or becomes a matter of public knowledge through no fault of the Receiving Party; or (iii) was independently developed or discovered by the Receiving Party; or (iv) was received from a third party that was not under an obligation of confidentiality, shall not be considered Confidential Information under this Agreement. The Receiving Party will inform necessary employees, officials, subcontractors, agents, and officers of the confidentiality obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement.

38.4. Nothing in this Agreement shall in any way limit the ability of the City to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including Confidential Information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to the City for disclosure of confidential materials, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If the Contractor objects to disclosure of any of its material, the Contractor shall identify to the City the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Contractor agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the City will tender all material to the court for judicial determination of the issue of disclosure. The Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Contractor’s intervention to protect and assert its claim of privilege against disclosure under this Article, including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs, and damages that the City may incur directly or may be ordered to pay.

39. PROTECTED INFORMATION AND DATA PROTECTION

- 39.1. Compliance with Data Protection Laws:** The Contractor shall comply with all applicable laws, rules, regulations, directives, and policies relating to data protection, use, collection, disclosures, processing, and privacy as they apply to the Contractor under this Agreement, including, without limitation, applicable industry standards or guidelines based on the data's classification relevant to the Contractor's performance hereunder and, when applicable, the most recent iterations of § 24-73-101, *et seq.*, C.R.S.; § 24-85-103 (2.5), C.R.S.; IRS Publication 1075; the Health Information Portability and Accountability Act (HIPAA); the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all Criminal Justice Information; the Colorado Consumer Protection Act; and the Payment Card Industry Data Security Standard (PCI-DSS), (collectively, "Data Protection Laws"). If the Contractor becomes aware that it cannot reasonably comply with the terms or conditions contained herein due to a conflicting law or policy, the Contractor shall promptly notify the City.
- 39.2. Personal Information:** "PII" means personally identifiable information including, without limitation, any information maintained by the City about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§ 24-73-101, C.R.S. "PII" shall also mean "personal information" as set forth at § 24-73-103(1)(g), C.R.S. If receiving PII under this Agreement, the Contractor shall provide for the security of such PII, in a manner and form acceptable to the City, including, without limitation, City non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, and security audits. In addition, as set forth in § 28-251, D.R.M.C., the Contractor, including, but not limited to, the Contractor's employees, agents, and subcontractors, shall not collect or disseminate individually identifiable information about the national origin, immigration, or citizenship status of any person, over and above the extent to which the City is required, under this Agreement, to collect or disseminate such information in accordance with any federal, state, or local law.
- 39.3. Safeguarding Protected Information:** "Protected Information" means data, regardless of form, that has been designated as private, proprietary, protected, or confidential by law, policy, or the City. Protected Information includes, but is not limited to, employment records, protected health information, student records, education records, criminal justice information, personal financial records, research data, trade secrets, classified government information, other regulated data, and PII. Protected Information shall not include public records that by law must be made available to the public pursuant to the Colorado Open Records Act § 24-72-201, *et seq.*, C.R.S. To the extent there is any uncertainty as to whether data constitutes Protected Information, the data in question shall be treated as Protected Information until a determination is made by the City or an appropriate legal authority. Unless the City provides security protection for the information it discloses to the Contractor, the Contractor shall implement and maintain reasonable security procedures and practices that are both appropriate to the nature of the Protected Information

disclosed and that are reasonably designed to help safeguard Protected Information from unauthorized access, use, modification, disclosure, or destruction. Disclosure of Protected Information does not include disclosure to a third party under circumstances where the City retains primary responsibility for implementing and maintaining reasonable security procedures and practices appropriate to the nature of the Protected Information, and the City implements and maintains technical controls reasonably designed to safeguard Protected Information from unauthorized access, modification, disclosure, or destruction or effectively eliminate the third party's ability to access Protected Information, notwithstanding the third party's physical possession of Protected Information. If the Contractor has been contracted to maintain, store, or process personal information on the City's behalf, the Contractor is a "Third-Party Service Provider" as defined by § 24-73-103(1)(i), C.R.S., and shall maintain security procedures and practices consistent with §§24-73-101, *et seq.*, C.R.S.

39.4. Data Access and Integrity: The Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards, guidelines, and Data Protection Laws applicable to the Contractor's performance hereunder to ensure the security and confidentiality of all data. The Contractor shall protect against threats or hazards to the security or integrity of data; protect against unauthorized disclosure, access to, or use of any data; restrict access to data as necessary; and ensure the proper use of data. The Contractor shall not engage in "data mining" except as specifically and expressly required by law or authorized in writing by the City. All data and Protected Information shall be maintained and securely transferred in accordance with industry standards. Unless otherwise required by law, the City has exclusive ownership of all data it discloses under this Agreement, and the Contractor shall have no right, title, or interest in data obtained in connection with the services provided herein.

39.5. Data Retention, Transfer, Litigation Holds, and Destruction: Using appropriate and reliable storage media, the Contractor shall regularly backup data used in connection with this Agreement and retain such backup copies consistent with the Contractor's data retention policies. Upon termination of this Agreement, the Contractor shall securely delete or securely transfer all data, including Protected Information, to the City in an industry standard format as directed by the City; however, this requirement shall not apply to the extent the Contractor is required by law to retain data, including Protected Information. Upon the City's request, the Contractor shall confirm the data disposed of, the date disposed of, and the method of disposal. With respect to any data in the Contractor's exclusive custody, the City may request that the Contractor preserve such data outside of its usual record retention policies. The City will promptly coordinate with the Contractor regarding the preservation and disposition of any data and records relevant to any current or anticipated litigation, and the Contractor shall continue to preserve the records until further notice by the City. Unless otherwise required by law or regulation, when paper or electronic documents are no longer needed, the Contractor shall destroy or arrange for the destruction of such documents within its custody or control that contain Protected Information by

shredding, erasing, or otherwise modifying the Protected Information in the paper or electronic documents to make it unreadable or indecipherable.

- 39.6. Software and Computing Systems:** At its reasonable discretion, the City may prohibit the Contractor from the use of certain software programs, databases, and computing systems with known vulnerabilities to collect, use, process, store, or generate data and information, with Protected Information, received as a result of the Contractor's services under this Agreement. The Contractor shall comply with all requirements, if any, associated with the use of software programs, databases, and computing systems as reasonably directed by the City. The Contractor shall not use funds paid by the City for the acquisition, operation, or maintenance of software in violation of any copyright laws or licensing restrictions. The Contractor shall maintain commercially reasonable network security that, at a minimum, includes network firewalls, intrusion detection/prevention, enhancements, or updates consistent with evolving industry standards, and periodic penetration testing.
- 39.7. Background Checks:** The Contractor will ensure that, prior to being granted access to Protected Information, the Contractor's agents, employees, subcontractors, volunteers, or assigns who perform work under this Agreement have all undergone and passed all necessary criminal background screenings, have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement and Data Protection Laws, and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the data.
- 39.8. Subcontractors and Employees:** If the Contractor engages a subcontractor under this Agreement, the Contractor shall impose data protection terms that provide at least the same level of data protection as in this Agreement and to the extent appropriate to the nature of the services provided. The Contractor shall monitor the compliance with such obligations and remain responsible for its subcontractor's compliance with the obligations of this Agreement and for any of its subcontractors acts or omissions that cause the Contractor to breach any of its obligations under this Agreement. Unless the Contractor provides its own security protection for the information it discloses to a third party, the Contractor shall require the third party to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the Protected Information disclosed and that are reasonably designed to protect it from unauthorized access, use, modification, disclosure, or destruction. Any term or condition within this Agreement relating to the protection and confidentiality of any disclosed data shall apply equally to both the Contractor and any of its subcontractors, agents, assigns, employees, or volunteers. Upon request, the Contractor shall provide the City copies of its record retention, data privacy, and information security policies.
- 39.9. Security Breach:** If the Contractor becomes aware of an unauthorized acquisition or disclosure of unencrypted data, in any form, that compromises the security, access, confidentiality, or integrity of Protected Information or data maintained or provided by the City ("Security Breach"), the Contractor shall notify the City in the most expedient time and without unreasonable delay. The Contractor shall fully cooperate with the City regarding recovery, lawful

notices, investigations, remediation, and the necessity to involve law enforcement, as determined by the City and Data Protection Laws. The Contractor shall preserve and provide all information relevant to the Security Breach to the City; provided, however, the Contractor shall not be obligated to disclose confidential business information or trade secrets. The Contractor shall indemnify, defend, and hold harmless the City for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the City in connection with a Security Breach or lawful notices.

39.10. Request for Additional Protections and Survival: In addition to the terms contained herein, the City may reasonably request that the Contractor protect the confidentiality of certain Protected Information or other data in specific ways to ensure compliance with Data Protection Laws and any changes thereto. Unless a request for additional protections is mandated by a change in law, the Contractor may reasonably decline the City's request to provide additional protections. If such a request requires the Contractor to take steps beyond those contained herein, the Contractor shall notify the City with the anticipated cost of compliance, and the City may thereafter, in its sole discretion, direct the Contractor to comply with the request at the City's expense; provided, however, that any increase in costs that would increase the Maximum Contract Amount must first be memorialized in a written amendment complying with City procedures. Obligations contained in this Agreement relating to the protection and confidentiality of any disclosed data shall survive termination of this Agreement, and the Contractor shall continue to safeguard all data for so long as the data remains confidential or protected and in the Contractor's possession or control.

40. PROTECTED HEALTH INFORMATION: The Contractor shall comply with all legislative and regulatory requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); the Health Information Technology for Economic and Clinical Health Act ("HITECH"); 42 CFR Part 2; the privacy standards adopted by the U.S. Department of Health and Human Services, as amended, 45 C.F.R. parts 160 and 164, subparts A and E; and the security standards adopted by the U.S. Department of Health and Human Services, as amended, 45 C.F.R. parts 160, 162 and 164, subpart C (collectively, "HIPAA Rules"). The Contractor shall implement all necessary protective measures to comply with HIPAA Rules, and the Contractor hereby agrees to be bound by the terms of the Business Associate Agreement attached hereto and incorporated herein by reference as **Exhibit C**. The Contractor shall not use protected health information or substance use treatment records except as legally necessary to fulfill the purpose of this Agreement and shall hold the City harmless, to the extent permitted by law, for any breach of these regulations. This Section shall survive the expiration or earlier termination of this Agreement, and the Contractor shall ensure that the requirements of this Section are included in any relevant subcontracts.

41. TIME IS OF THE ESSENCE: The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

42. PARAGRAPH HEADINGS: The captions and headings set forth herein are for convenience of reference only and shall not be construed to define or limit the terms and provisions hereof.

- 43. CITY EXECUTION OF AGREEMENT:** This 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.
- 44. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** This Agreement is the complete integration of all understandings between the Parties as to the subject matter of this Agreement. No prior, contemporaneous, or subsequent addition, deletion, or other modification has any force or effect, unless embodied in this Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of this Agreement or any written amendment to this Agreement will have any force or effect or bind the City.
- 45. 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.
- 46. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** The Contractor consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature under this Agreement, 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 this 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 this 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, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
- 47. ATTACHED EXHIBITS INCORPORATED:** The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A**, Scope of Work; **Exhibit B**, Certificate of Insurance; and **Exhibit C**, HIPAA/HITECH BAA.

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Contract Control Number: SOCSV-202475677-00
Contractor Name: Village Exchange Center, Inc.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver


By:

By:

By:

Contract Control Number:
Contractor Name:

SOCSV-202475677-00
Village Exchange Center, Inc.

By:  _____
DocuSigned by:
Amanda Blaurock
0CB7CB96FABE40E...

Name: Amanda Blaurock
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Village Exchange Center
EXHIBIT A
SCOPE OF WORK AND BUDGET
 Jaggaer No. SOCSV-202475677-00

I. OVERVIEW

Contractor Name	Village Exchange Center
Business Address	1609 Havana St, Aurora, CO 80010
Contractor Website	https://villageexchangecenter.org
Services Summary	Services for newcomers enrolled in the Denver Asylum Seeker Program (DASP) in the area of: <ul style="list-style-type: none"> • Food assistance to administer tangible food distribution and food delivery services
Contract Term	08/01/2024 - 07/31/2025
Fiscal Term	08/01/2024 - 07/31/2025
Budget Total	\$820,511
Program	Newcomer Program/Denver Asylum Seeker Program (DASP)
Funding	Border Crisis Response Fund (13809)
CCD Contract # (Legacy #)	SOCSV-202475677-00

II. BACKGROUND AND PURPOSE

- A. In December 2022, Denver began experiencing a significant influx in the number of newly arriving immigrants and asylum seekers. To avoid a humanitarian crisis, the City and County of Denver (City) activated several emergency shelters and services. Throughout 2023 and into 2024, Denver has experienced a continued and fluctuating flow of new arrivals. Some of these new arrivals desire to move onward to other destinations, while others wish to stay in Denver as newcomers to the City.

- B. Starting in April 2024, the City and County of Denver’s emerging Denver Asylum Seeker Program (DASP) began shifting focus from an emergency response to sustainable program models where the City envisions assisting newcomers across various activities of living, with an emphasis on housing and employment opportunities. These key strategies will be positioned to help newcomers as they increase their independence as residents of the United States and develop skills to successfully navigate services, resources, and community spaces in Denver.

- C. Upon arriving in Denver and choosing to make a life here, newcomers are challenged with learning to navigate a new community amidst specific



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American customs, norms, laws, and culture. Many newcomers are not able to work for at least six (6) months due to current federal immigration law requirements. Recognizing the benefits housing navigation and other supportive services can have in integrating newcomers into our community, the City sought contractors to assist newcomers in enrolling in DASP, housing navigation and rental assistance, and assistance funds for food and personal items. This approach is a key strategy focused on active collaboration with newcomers and their families on their goals to establish stability and wellbeing as they learn to live, work, and thrive in their chosen community here in Denver.

- D. The goal of these services is to not only provide time-limited support for basic needs such as housing and food, but also to enhance a newcomer’s confidence in navigating life opportunities in Denver. By increasing access to social support and establishing a network of social connections and service providers, DASP assists newcomers in creating a strong foundation for their future as they adjust to social and economic life in their chosen community in Denver.
- E. This Agreement is focused on meeting the unique and individualized needs of DASP participants through the provision of tangible food distribution and food delivery services in the service area of food and personal item assistance.

III. FOCUS POPULATION

A. Focus Population

- i. Recently arrived immigrants and asylum-seekers with a primary focus on those who may be enrolled in the Denver Asylum Seeker Program (DASP) and are receiving services through DASP.
- ii. Ages of people served could be from birth through lifespan.
- iii. Subpopulations served by the Contractor under this Agreement include:
 - Families
 - Single adults (i.e., individuals or parties of individuals)
 - Persons with disabilities (along with their families)
 - Persons with significant medical needs or medical conditions
- iv. These populations will be referred to collectively as “newcomers,” “DASP participants,” “families,” “individuals,” “parties of individuals,” “households,” “client(s)” or “guest(s).”

B. Eligibility Requirements

- i. Contractor shall identify newcomers, accept referrals from the City and other DASP providers, and follow City eligibility policy for clients served through this Agreement.



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- Newcomer identification
 - Newcomers shall be identified through the DASP program as program participants or waitlisted individuals or families, or
 - Newcomers may self-identify when seeking services from this Contractor.
- Referrals shall be made by the City or other DASP providers to the Contractor for DASP participants requiring food delivery services or food pantry pick up information.
- ii. Eligibility criteria may be amended or modified at any time at the sole discretion of the City to best meet immediate needs and long-term stability goals of all Denver residents, including newcomers.

C. Geographic Service Area

- i. Contractor shall provide services Citywide and throughout the Denver Metro area based on the housing locations of DASP participants.
 - Food delivery services shall be made available upon request to individuals enrolled in DASP who have a disability, significant medical need or medical condition, or other identified barrier in their household which prohibits them from traveling for services.

IV. SERVICES

- A. Contractor shall provide tangible food items to newcomers through food pantry distribution and food delivery including:
 - i. Provision of adequate food assistance to newcomers based on family size.
 - ii. Administering food assistance in regular intervals, no less frequently than bi-weekly for fresh food.
 - iii. Administering food assistance in a manner accessible to the newcomer, including through food pantry distribution and food delivery services.
 - iv. Providing newcomers with flexibility in the manner of receipt of assistance and variety of food items.

V. CULTURAL RESPONSIVENESS AND TRAUMA-INFORMED CARE

- A. Contractor shall provide all services as described in this Agreement in a manner culturally appropriate and consistent with the City's commitment to equity values, which encompass inclusion, engagement, equitable programming, accountability, transparency, and the promotion of intersectional, inclusive, and accessible programs and strategies.



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- B. Contractor shall ensure all staff provide services through a trauma-informed approach with an emphasis on harm reduction. Staff shall be trained and continually coached to better understand trauma so they can be sensitive and responsive to families with care for the trauma they may have experienced.
- C. Contractor shall ensure services are client-centered and strive to meet the unique needs of each individual, family, or household referred for services.

VI. CITY RESPONSIBILITIES

- A. The City shall designate a program contact (City program contact) who shall be the primary point for communicating with, giving direction to, and receiving reports and information from the Contractor. This designation shall be made in writing if requested by the Contractor.
- B. The City shall be responsible for providing or securing the following:
 - i. Eligibility criteria. The City shall ensure there is a clear, written policy in place regarding eligibility criteria for DASP enrollment as well as DASP waitlist management. Criteria is subject to change as the needs of newcomers in Denver may change over time. The City shall always provide updates to formal policies regarding eligibility in writing.
 - ii. Service development. The City shall provide guidance and direction to the Contractor on focus populations, ideal locations for newcomers to secure food, and policy and operational considerations.
 - iii. Official branding and logos for website, digital, and print materials. The City shall review and approve formal materials which utilize or make reference to the City or use City branding elements as part of newcomer services, and DASP participation and service offerings.
 - City branding, including the City or any newcomer program logos or marketing collateral, may be included on enrollment documents, informational materials, or other official program documents produced under this Agreement subject to written approval by City Marketing professionals, including but not limited to the DHS Marketing & Communications Director or designee.
 - Requests for materials shall be coordinated with the City program contact and are expected two to three weeks in advance to give time for necessary reviews, edits, and approvals.
 - The City anticipates most materials created for services in this Agreement will be created through a collaborative effort.

VII. COMMUNICATION AND COLLABORATION

- A. Contractor shall:

EXHIBIT A



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- i. Attend and participate in meetings as requested by the City program contact such as program check ins as well as information sessions or briefings with City leadership, including but not limited to City Council briefings.
- ii. Engage frequently with the City via the City program contact and other designated program staff through regular verbal and written communication, service collaboration, and updates regarding services and programs outlined in this Agreement.
 - Communicate the number of individuals and families receiving services in each service area as well as demand for assistance in each area with the City program contact on a consistent basis, informing service capacity as well as enrollment or participation barriers, etc.
- iii. Attend trainings as arranged by the City program contact to enhance subject matter expertise, service continuity, and appropriate referrals to resources.
- iv. Collaborate with the City and other DASP providers to develop overlapping or shared policies, procedures, information and resource materials, and training, representing the Contractor's specific service area and the needs of DASP participants receiving services.
- v. Notify the City program contact of media requests or third-party information requests as it relates to services in this Agreement.
 - This could include grievances outside of the client grievance process.
- vi. Develop releases of information and process for information sharing as directed by the City in order to best collaborate and perform services.
- vii. Not collect nor disclose confidential information related to this Agreement except as necessary to perform services or as required by law. Contractor shall communicate any legal obligation to supply information to the City program contact prior to disclosure of any confidential information.

B. The City shall:

- i. Attend and participate in meetings to facilitate service delivery.
- ii. Communicate City policy and programmatic decisions which impact service delivery to the Contractor with clear expectations regarding next steps for implementation. This may include but is not limited to policies for DASP eligibility and service delivery, information sharing, data collection and reporting, communication about DASP with outside



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parties, and other safety procedures that ensure the privacy, dignity, and wellbeing of newcomers engaging services.

- iii. Communicate eligibility policy changes to the Contractor in writing.
- iv. Review and approve the Contractor's procedures for services and client assistance as described in the Services and Budget section of this Agreement, as well as other related policies and procedures, as deemed necessary, to provide services as described in this Agreement.
- v. Collaborate on the creation of materials which support service delivery, including continuity of services and customer experience across City DASP contractors.

VIII. KEY PERFORMANCE INDICATORS (KPIs)

- A. Successful service provision relies on data to track engagement with clients, monitor services provided, and evaluate client progress towards intended outcomes. KPIs for the administration of tangible food items include:
 - i. Serving newcomers and DASP participants who arrive at the Contractor's service delivery site.
 - ii. Providing regular food delivery services to DASP participants who have been identified or referred to the Contractor and who have a barrier to accessing food items at the Contractor's service delivery site.
 - iii. The number of newcomers and DASP participants, individuals and families, served and the number of unique number of times served.

- B. At a minimum, the Contractor shall track and monitor the following service metrics and output/outcome measures:
 - i. Number of unique newcomer individuals or families:
 - Receiving services by month (per group served and total unique impact count); and
 - Total number of newcomers served and number of newcomers served who are enrolled in DASP, including by age group.
 - ii. Food distribution details
 - Dates and locations of services and summary of services provided, per newcomer and location, including number of food pantry distribution days for newcomers and number of deliveries made.
 - Food assistance delivered on time and in an accessible manner, and details regarding any delinquent distributions as to why they were not completed timely.
 - Total amount of food distributed monthly, including type of food items and methods of distribution (such as shopping experience, food box, food box delivery).



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- Demonstration that foods distributed are culturally responsive.
 - Total value of cash purchases and in-kind donations respectively.
- ii. Any trends in service or resource gaps identified.
 - iii. Grievance metrics.

C. The services for DASP are a pilot and the City shall continue to identify, develop, and/or adjust KPIs to ensure appropriate outcomes are managed throughout the contract term. This will be done in collaboration with the Contractor as newcomer and program needs evolve throughout the duration of this Agreement.

D. Contractor shall collect only the data necessary to perform services and to fulfill City reporting requirements.

IX. REPORTING

A. Contractor shall submit the following reports by the dates indicated in the table below.

Report	Details	Frequency
1. Monthly Service Data Reporting	Report shall include details on all output and outcome measures listed above. Report shall also include a detailed section for grievance reporting, including trends and outcomes such as the nature of complaints and their resolution.	Monthly, due the 15 th of the month following the month services were provided
2. Incident Reports	Report shall detail any incidents that occur during the provision of this Agreement, citing who was involved, severity, need for emergency response services, incident status, resolution, and lessons learned. In the case of a vehicle accident, the official written accident report will accompany the Contractor Incident Report.	With each occurrence



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3. Quarterly Summary Reports	Report shall include details on all output and outcome measures listed above, including grievance reporting. Report shall also include a narrative of service delivery, including trends, successes, obstacles, and resource gaps identified.	Quarterly, due on November 15, 2024, February 15, 2025, and May 15, 2025
4. Final Report	Report shall include a summary detailing output and outcome measures during the provision of this Agreement, including grievance reporting. Report shall also include a narrative of service delivery, including trends, successes, obstacles, and resource gaps identified.	One time, due on August 15, 2025

- A. Contractor shall submit reports timely to the City program contact.
- B. City will provide or otherwise approve a template for data reporting. This template must be acquired or approved before the first report is due, per type of report.
- C. Contractor shall request report due date extensions in writing prior to a report deadline and the extension must be approved by the City program contact.

X. ADMINISTRATIVE REQUIREMENTS

A. Policies and Procedures

i. Contractor shall establish and maintain written policies and procedures as deemed necessary by the City to operationalize the services identified in this Agreement and demonstrate compliance with all pertinent federal, state, and local regulations. At minimum, policies required by the City to administer the services provided in this Agreement include:

- Documentation policies and procedures
- Performance reporting policies and procedures
- Human resources policies and procedures
- Nondiscrimination policies
- Grievance policies
- Financial policies and procedures



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- Data privacy, protection, and retention policies and procedures
 - Other policies as identified by and agreed upon by the Contractor and the City program contact.
- ii. Contractor shall adjust relevant service eligibility procedures and practices to comply with the City's eligibility policy.
 - ii. All current policies and procedures shall be made available to the City program contact in electronic form.
 - iii. All policies and procedures, including any revisions, shall be subject to the approval of the City program contact.
 - iv. Contractor shall maintain an inventory of all implemented policies and procedures, including past versions that were at one time in effect.
 - v. Upon request and as relevant to the services to be provided, a City Contractor must provide to the City a current, dated copy of their organizations policies and procedures. Contract monitoring by the City is in effect to ensure the Contractor is fulfilling their own policies and procedures.

B. Grievance Procedure

- i. A grievance procedure is a formal way for a client to raise a concern or complaint to the Contractor.
- ii. Contractor shall develop and implement a public-facing grievance procedure which clearly outlines the steps involved in reviewing, addressing, resolving, and documenting grievances which may occur in association with Services as defined in this Agreement during the term of the contract.
- iii. Contractor shall document this procedure and must receive approval in writing from the City program contact for the proposed grievance procedure before it is implemented. This should be prioritized within the first 30 days of beginning services.
- iv. Clients receiving services must be properly notified of the grievance procedure once it is approved. This can be done through the Contractor's website, distribution of printed materials at time of service, or in other ways not yet contemplated, so long as it is accessible to the focus population(s) defined in this Agreement.
- v. Contractor shall promptly address grievances. The City program contact shall be consulted and notified of any grievances that cannot be resolved by the Contractor.

C. Language Access

- i. Contractor shall adhere to the spirit of the City and County of Denver's Executive Order 150, which is in place to ensure public facing programs communicate effectively and equitably with Limited English



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Proficient (LEP) persons through the reasonable provision of language access.

- ii. Contractor shall be responsible for ensuring the organization, program, or service area defines tasks to achieve language access and maintain compliance with federal law requirements for Title VI Language Access and corresponding Executive Orders from the City and County of Denver.
 - Contractor shall clearly devise and document procedures for language access.
 - Contractor shall ensure all personnel and/or subcontractors receive training on language access strategies and procedures.
 - Contractor shall collect data that identifies the language needs of the population served.

D. Background Checks

- i. Contractor shall provide background checks for all current and prospective employees of the Contractor, and/or any subcontractor who has any direct contract with clients.
- ii. Contractor shall conduct background checks through an independent background third-party and must include the following:
 - Social Security number trace
 - Federal Criminal Records check (includes wants, warrants, arrests, convictions, and incarcerations)
 - Colorado Criminal check (includes wants, warrants, arrests, convictions, and incarcerations)
 - Criminal records check from other states if disclosed by the employee or the background check discloses that the employee had lived in another state within the last seven (7) years (includes wants, warrants, arrests, convictions, and incarcerations)
 - National Sex Offender Registry Search
 - All convictions, if any, for the last seven (7) years and may include additional convictions beyond seven (7) years when permitted and/or required by law
- iii. Contractor shall automatically disqualify any employees from working with newcomers as part of this Agreement those persons with felony convictions.
 - Contractor may request from the City that a fidelity bond or other such assurance in such amount deemed appropriate be provided to the City as a condition precedent to grant permission where an employee's prior conviction would otherwise preclude their participation under this Agreement.



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- iv. Contractor shall require employees to self-disclose to the Contractor any criminal charges, convictions, nolo contendere pleas (no contest pleas) that occur while providing services to the City within three business days of the conviction when they are providing services to the City under this Agreement.
 - Contractor shall inform the City of any disclosures that arise while an employee is on assignment with the City under this Agreement within one business day of having knowledge of the charge, conviction, or plea. The City will determine, in its sole discretion, whether the employee will remain on a City assignment or if any restrictions need to be imposed to ensure the safety of the clients and the resources used in administering the Services listed in this Agreement.

E. Volunteers

- i. Contractor's use of volunteers for aspects of services in this Agreement must be vetted and authorized by the City program contact. Contractor shall be responsible for volunteer coordination and volunteer management, including recruiting, screening, orienting, training, and/or otherwise coordinating any volunteer activities.
- ii. If volunteers are used by the Contractor to administer any portion of this Agreement, the Contractor shall define specifically the duties to be given to that individual.
- iii. Volunteers who are assigned to work directly or indirectly with clients or who have access to client information under the administration of services described in this Agreement shall:
 - Be subject to background checks similar to those performed for employment applicants.
 - Be supervised by the Contractor's paid and qualified staff and report any concerns or issues to that staff.
 - Be oriented and trained in the confidential nature of their work and the specific job which they are to do prior to assignment.
- iv. Contractor shall complete required documentation for volunteers as well as provide necessary privacy and safety trainings to volunteers ahead of any volunteer work.

F. Driver Requirements

- i. All drivers must, at minimum, meet background check standards as specified in this Agreement.
- ii. Contractor shall regularly monitor drivers for changes in background and driving records.
- iii. Drivers shall not transport clients at any time under this Agreement.



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- iv. Contractor shall, upon discovery, immediately discharge a driver from providing transportation under this Agreement if at any point in time criminal and/or vehicle code violations would disqualify the driver. No driver shall be permitted who has a Driving Under the Influence (DUI) on their record.
- v. Contractor shall ensure drivers do not permit outside passengers when driving under this Agreement.
- vi. All drivers must carry full coverage insurance, abide by traffic laws, and ensure vehicles are in safe operating conditions at all times.
- vii. All drivers shall conduct themselves in a professional manner at all times.
- viii. Contractor shall not allow any person to drive a vehicle whose conduct might in any way expose newcomer clients through this Agreement to any impropriety of word or conduct. Nor shall the Contractor allow any person to drive a vehicle who is not, at the time, in a condition of mental and emotional stability.
- ix. Use of drugs, alcohol, and tobacco while driving a vehicle is prohibited.

G. Vehicle Requirements

- i. Contractor shall ensure all vehicles used to provide services in this Agreement are in full compliance with all relevant local, state, and federal laws and regulations.

H. Accident Reports

- i. All accidents which involve personnel while in operation pursuant to this Agreement shall be reported to the City immediately.
- ii. Accidents involving injuries to clients, staff, subcontractors, or other persons shall be reported to the City immediately after the Contractor is notified of same.
- iii. Accident reports may be delivered verbally; however, a written report which includes all available and pertinent information must be provided by the Contractor as soon as reasonably possible after each occurrence, but in no event later than three (3) business days after the accident. Either the Police or Colorado Highway Patrol must be notified if required by law.

I. Performance Management

- i. Contractor shall permit the City to carry out reasonable activities to review, monitor, and evaluate any of the procedures used by the Contractor in providing or supplying services and make available for inspection all notes and other documents used in performing the services as described in this Agreement.



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- ii. Monitoring can and shall be performed by the City throughout the term of this Agreement as follows:
 - Program or Managerial Monitoring. A review of the quality of services being provided and the effectiveness of those services to address the needs of the program.
 - Contractor Monitoring. A review and analysis of current program information to determine the extent to which the Contractor is achieving established contractual objectives and goals.
 - Compliance Monitoring. A review to ascertain if the terms of this Agreement, including any applicable federal, state and city legal requirements, are met.
 - Financial Monitoring. A review to ensure that costs are allocated and expended in accordance with the terms of this Agreement and may include site visits and inspection of invoicing procedures.
- iii. If, as a result of an audit or review relating to the fiscal performance of the Contractor including those performed by a DHS internal auditor, the City receives notice of any irregularities or deficiencies in said audits, the Contractor shall correct all identified irregularities or deficiencies within the time frames designated in the City's written notice of irregularities or deficiencies. If the identified irregularities or deficiencies cannot be corrected by the date designated by the City, then the Contractor shall so notify the City in writing and shall identify a date that the Contractor expects to correct the irregularities or deficiencies; provided, however, that the irregularities or deficiencies shall be corrected no later than ninety (90) days from the date of the City's notice.
 - The City will notify the Contractor in advance of every related audit and the Contractor will have a representative present at such audit.
 - Contractor will participate in all audit coordination as appropriate, including meeting all timeline requirements.

J. Subcontractors

- i. Each approved service provider, subcontractor, subconsultant, or other approved person or entity engaged by the Contractor to provide services and supports under this Agreement will be subject to and will comply with City standards, policies, and procedures for contract performance review and audits.
- ii. Contractor shall comply with all requests from the City to obtain information from and conduct reviews or financial audits of approved



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service providers, subcontractors, subconsultants, and other approved persons or entities supplying services under this Agreement.

- iii. Contractor shall provide copies of audits and performance reviews, if any, of approved service providers, subcontractors, subconsultants, and all other approved persons or entities supplying services and supports prepared by any entity, other than the City Auditor or a DHS internal auditor, to the City program contact within thirty (30) days of the Contractor's receipt.

K. Record-keeping

- i. Contractor is responsible for record-keeping for all relevant areas as indicated in the Services section of this Agreement.
- ii. Contractor shall only collect and store client information as is necessary to provide services and satisfy contract reporting requirements.
- iii. Contractor shall establish and maintain record-keeping policies in accordance with the requirements established by applicable federal and state law or as reasonably required by the City, including the City Auditor, concerning the provision of services and expenditure of City funds, including, but not limited to, establishing and maintaining financial and performance records with respect to all matters covered by this Agreement in sufficient detail and in a manner sufficient to conform to generally accepted accounting principles so as to allow audit of the expenditure of City funds received by the Contractor.
 - Contractor shall retain such financial and performance records for a period of six (6) years from the date of final payment to the Contractor under this Agreement.

L. Health Insurance Portability and Accountability Act (HIPAA)

- i. In the performance of services in the Agreement, Contractor may become privy to and/or may need to document, communicate about, or refer participants for health-related conditions, emergent health needs, or other health-related services.
- ii. Contractor must comply with HIPAA and, if necessary, develop policies and procedures to ensure the proper use of data and demonstrate that security measures and controls are in place to protect information by:
 - Planning for necessary releases of information to perform services and achieve goals and outcomes as described in this Agreement.



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- Upholding the privacy rights of newcomers participating in services.
- iii. For further requirements pertaining to HIPAA, see Exhibit C (Business Associate Agreement).

M. Technology & Data

- i. Contractor must, for the duration of this Agreement and for the period of time specified for data retention, sustain a sophisticated and secure technology structure to implement and maintain data collection and record-keeping, including any City provided data in order to prevent a breach of City client and/or City information.
- ii. Contractor shall collect and retain written releases of information from program participants in order to facilitate warm hand offs as necessary for referrals to other DASP programs and service providers.
 - Contractor may otherwise provide participants with resources so that the participants may self-refer or access community resources when written releases of information are not in place or necessary (e.g., providing a list of food pantries around Denver).

XI. BUDGET

A. Funding Information

- i. Program Name: Denver Asylum Seeker Program (DASP)
- ii. Funding Source: Border Crisis Response Fund (fund number 13809)
- iii. Federal Funding Allowability: This agreement may at some point become eligible for federal dollars provided to the City; however, no current federal funding source has been identified.

B. Use of Government Funds

- i. Contractor shall spend funds provided under this Agreement in a way that serves the public interest, honors the public trust, and is consistent with services as described in this Agreement.
- ii. Contractor shall use funds provided under this Agreement for the purposes of effectuating the purposes of City law as this Agreement contemplates and as set forth in the scope of work.
- iii. For the services outlined in this Agreement for the duration of this Agreement, the Contractor shall ensure costs are invoiced appropriately to the City and are not otherwise paid for through other funding sources. The City is the payor of last resort and shall only fund services when there is no other entity responsible for providing funding to the Contractor for these services.

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C. Invoicing

- i. Contractor shall submit invoices up to two (2) times a month, no later than on or before the 15th of the month following when services were provided.
- ii. Contractor shall use an invoice format or template approved by the City.
- iii. Invoices must be approved before they are processed for payment. Invoices shall be paid by the City immediately following invoice approval.
 - In the event that there is a dispute pertaining to an invoice which cannot be resolved timely, the City will pay the invoice less the disputed amount and the City will not pay the disputed amount until the dispute is resolved to the City's satisfaction.
- iv. Invoice supporting documentation must be provided with each invoice and must meet City documentation requirements. Invoices must be approved before they are processed for payment. Payment for invoices submitted without supporting documentation may be delayed or denied by the City.
- v. Unless otherwise instructed, invoices shall be submitted to [DHS Contractor Invoices@denvergov.org](mailto:DHS_Contractor_Invoices@denvergov.org).

D. Budget Modifications

- i. Budget line items may only be modified in accordance with the City and the Department of Human Services' budget modification policy/procedure. Any modification shall not take effect until approved in writing by the City program contact and/or the DHS Executive Director.
- ii. Any proposed modifications that require an increase in the Maximum Contract Amount shall be evidenced by a written amendment prepared and executed by the Contractor and the City in the same manner as this Agreement.

E. Payment Method

- i. Contractor shall be reimbursed for services provided under this Agreement according to either the approved line-item cost reimbursement budget table or fee schedule delineated below.



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F. Budget Table

Personnel				
Position Title	Annual Salary & Wages	Annual Fringe Benefits*	FTE	Contract Budget
Executive Director**	\$231,000	\$57,750	0.01	\$2,888
Director of Operations	\$140,000	\$35,000	0.20	\$35,000
Associate Director of Finance	\$88,200	\$22,050	0.20	\$22,050
Grants Manager	\$60,000	\$15,000	0.0173	\$7,500
Director of Programs***	\$120,000	\$30,000	0.37	\$2,595
Village Pantry Program Manager	\$63,000	\$15,750	1.00	\$78,750
Assistant Pantry Manager	\$48,000	\$12,000	1.00	\$60,000
Senior Food Access Manager	\$67,000	\$16,750	0.50	\$41,875
				\$250,658

*Estimated Fringe Benefit Rate: 25%

**Budget calculated for the month of October 2024 only

***Budget calculated for the month of August 2024 only

Direct Costs		
Type of Expense	Cost Detail	Contract Budget
Subcontracts/Consultants	Security Guards	\$14,000
	Food Pantry Contractors	\$26,000
Client Services	Food & hygiene supplies for October 2024 (may be purchased in Oct. Or Nov.)	\$275,000
Other Direct Costs	Car insurance	\$2,200
	Gas for travel to and from delivery sites	\$2,000
	Auditor/Auditor	\$12,000
	Cleaning/Waste Removal	\$1,500
	Allocated Rent – 50 newcomer-focused pantry days	\$40,000
	Liability insurance	\$6,000
		\$435,198

Total Direct Cost	\$629,358
Modified Total Direct Cost	\$314,358



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Indirect Costs			
Type of Expense	Cost Detail		Contract Budget
Administrative/ Indirect Costs	Indirect Method: 15% de minimis Indirect Base: Modified Total Direct Cost	15%	\$47,154

Total Cost Reimbursement Budget	\$676,511
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G. Fee Schedule

Negotiated Fee Schedule		
Deliverable	Rate	Contract Budget
Food Provision for focus population	\$12,000/month <i>(Negotiated rate that does not include in-kind donations from other partners and funding sources)</i>	\$144,000

Total Fee Schedule Budget	\$144,000
----------------------------------	------------------

H. Total Contract Budget

Cost Reimbursement Budget Total	\$676,511
Fee Schedule Budget Total	\$144,000
Total Contract Budget	\$820,511

I. Language Access Costs

- i. Costs related to providing appropriate language access for clients receiving services under this Agreement shall be included in the Contractor's Indirect Cost Rate or borne solely by the Contractor.

J. Contractor Position Titles and Duties

- i. Director of Programs. Provides support to the Senior Program Manager, Associate Director, and Pantry and Housing Cultural Navigators team throughout the period of this Agreement. Responsible for strategic planning for successful outreach strategies.
- ii. Village Pantry Program Manager. Oversees food pantry operations, including logistics, resource coordination, and distribution.
- iii. Senior Food Access Manager. Responsible for food security and integration of tangible food items to the pantry. Oversees Program Managers.

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- iv. Associate Director of Finance. Provides weekly oversight of the accounting process and invoicing. Interfaces with the accountant and auditor. Executes wire preparations and check writing.
- v. Security Guards. Provide on-site logistical support and safety oversight for food distribution days.
- vi. Auditor. For the Contractor to undergo a single audit process.
- vii. Accountant. An external individual utilized by the Contractor for oversight of all financials, profit and loss, and budget.
- viii. Food Pantry Contractors. For logistics, set up and take down, driving to pick up food, unloading and delivering food as needed to DASP participants with accessibility concerns.

K. Budget Definitions

- ix. Salaries and Wages. Staff assigned to work specifically on the contracted activities. Funds may be used to reimburse staff salary and wages and for the prorated share of leave costs (PTO, vacation, sick, holidays, etc.). Funds may not be used to reimburse bonuses, severances, payouts of leave when an employee separated from job, or for staff who are on pre-disciplinary or disciplinary leave.
- x. Fringe Benefits. Any monetary benefit an employer offers in exchange for an employee's service that does not include their salary. Funds may be used for the prorated share of payroll taxes (i.e., Social Security, Medicare, federal unemployment, state unemployment), insurance (i.e., medical, dental, vision, life, ADD/LTD, workers comp), and retirement plans.
- xi. Prorated Share. Salaries, wages, and fringe benefits that are based on records that accurately reflect the work performed and comply with the established policies and practices of a contractor's organization. Positions that do not work 100% of their time on the contracted activities, must keep documentation that supports a reasonable allocation or distribution of costs among specific activities or cost objectives.
- xii. Direct Costs. Costs that can be identified specifically with the contracted program, project or activities and can be assigned relatively easily with a high degree of accuracy.
- xiii. Materials and Supplies. Tangible personal property to be used by contractor during the contract term that are not defined as equipment (useful life of over a year and over \$10,000/unit).
- xiv. Travel. Costs for employees who travel on official business related to the contracted activities. The costs may only be reimbursed at federal uniform rates and mileage reimbursement may not exceed the approved federal (IRS) rate.

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- xv. Client Services. Costs directly benefiting a participant, through subsidy or purchase of services or supplies (i.e., rent/mortgage assistance, bus passes, food boxes, etc.).
- xvi. Other Direct Costs. Any other allowable costs that provide direct support to the program, project or activities and cannot be easily included into the other categories.
- xvii. Administrative/Indirect Cost Rate. Allocable portion of necessary and reasonable costs that benefit multiple programs or functions of an organization that cannot be readily identified as a direct cost (i.e., rent, utilities, general supplies, administrative expenses).
- xviii. Modified Total Direct Cost (MTDC). All direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subcontractor costs up to the first \$50,000 of each subcontract. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, direct client service costs (rent/mortgage assistance, bus passes, food boxes, etc.) and the portion of each subcontract in excess of \$50,000.

XII. CONTRACT LIFECYCLE SUMMARY

A. The table below summarizes the history of the contract to date, providing context on the life of the contract for the current scope of work.

Contract Version	Contract Term	Fiscal Term	Current Budget	Additional Funds	Contract Maximum
Base	8/01/2024 - 07/31/2025	8/01/2024 - 07/31/2025	\$820,511	N/A	\$820,511



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with PRODUCER (State Farm), CONTACT NAME (Penny Hart), INSURER(S) AFFORDING COVERAGE (State Farm Fire and Casualty Company), and INSURED (Village Exchange Center) information.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Main table listing insurance coverages including Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation, with columns for INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, and LIMITS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City and County of Denver, it's elected and appointed officials, employees, and volunteers as additional insured with regards to the commercial general liability policy.

30-day written notice of cancellation and 10 days' notice for nonpayment of premium will be provided

CERTIFICATE HOLDER CANCELLATION

The City and County of Denver Human Services
1200 N. Federal Blvd
Denver, CO 80204

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Penny Hart (signature)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/7/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Alternatives, LLC 2121 S Oneida St Suite 410 Denver CO 80224		CONTACT NAME: Mark Richards PHONE (A/C, No, Ext): (303) 482-2987 E-MAIL ADDRESS: mark@insurealternatives.com FAX (A/C, No):															
INSURED The Village Exchange Center 1609 HAVANA ST AURORA CO 80010		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: CFC</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: CFC		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: CFC																	
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COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Cyber & Media Liability	Y		ESN0040029835	7/24/2024	7/24/2025	Aggregate Retention 1,000,000 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This policy has 1,000,000 limits for Cyber related incidents including media liability. The City and County of Denver are additional insured on this policy

CERTIFICATE HOLDER City and County of Denver 201 W Colfax Ave Denver, CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Mark Richards
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EXHIBIT C, BUSINESS ASSOCIATE AGREEMENT
HIPAA/HITECH

1. GENERAL PROVISIONS AND RECITALS.

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

2. DEFINITIONS.

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

2.03.1 Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

3. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE.

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

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

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

4. SECURITY RULE.

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

5. BREACH DISCOVERY AND NOTIFICATION.

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

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

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

6. PERMITTED USES AND DISCLOSURES BY CONTRACTOR.

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

7. OBLIGATIONS OF CITY.

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

8. BUSINESS ASSOCIATE TERMINATION.

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

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

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

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

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

8.02.2 CONTRACTOR shall retain no copies of the PHI.

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

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

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

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