

## A G R E E M E N T

**THIS AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a home rule and municipal corporation of the State of Colorado (the “City”) and **DENVER HEALTH AND HOSPITAL AUTHORITY**, a body corporate and political subdivision of the State of Colorado, whose address is 777 Bannock Street, Denver, Colorado 80204 (the “Contractor”), jointly (“the Parties”).

The Parties agree as follows:

**1. COORDINATION AND LIAISON:** The Contractor shall fully coordinate all services under the Agreement with the Executive Director of Public Health and Environment, (“Executive Director”) or, the Executive Director’s Designee.

**2. SERVICES TO BE PERFORMED:**

**a.** As the Executive Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A, Scope of Work**, to the City’s satisfaction.

**b.** The Contractor is ready, willing, and able to provide the services required by this Agreement.

**c.** The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

**3. TERM:** The Agreement will commence on **June 1, 2021** and will expire on **May 31, 2023** (the “Term”). The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.

**4. COMPENSATION AND PAYMENT:**

**a. Budget.** The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement the line item amounts

set forth in the budget contained in **Exhibit B**. Amounts billed may not exceed the budget set forth in **Exhibit B**.

**b. Reimbursable Expenses:** All of the Contractor's expenses are contained in the budget in **Exhibit B**.

**c. Invoicing:** Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

**d. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **ONE MILLION THREE HUNDRED NINETY THOUSAND FOUR HUNDRED FORTY-NINE DOLLARS AND FIFTY-SIX CENTS (\$1,390,449.56)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

**5. 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.

**6. TERMINATION:**

**a.** Both Parties have the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.

b. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

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

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

7. **EXAMINATION OF RECORDS:** 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 Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. 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 or one (1) year after the final payment under the 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 audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws.

Parties shall at all times comply with D.R.M.C. 20-276.

8. **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 either Party when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

9. **INSURANCE:** The Contractor is a “public entity” within the meaning of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended (the “Act”). Consultant shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Consultant’s liabilities in accordance with the limits of the Act. Proof of such insurance shall be provided upon written request by the City.

10. **LIABILITY:** The Consultant will be responsible for the actions and omissions of its respective officers, agents, employees, and subcontractors, to the extent provided by the Act. This obligation will survive termination of this Agreement.

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

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

13. **INUREMENT:** The rights and obligations of the Parties to the Agreement inure

to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

**14. NO THIRD PARTY BENEFICIARY:** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

**15. 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.

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

**17. CONFLICT OF INTEREST:**

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

**b.** The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed 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 the Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

**18. NOTICES:** All notices required by the terms of the Agreement must be hand

delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, sent via email, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written or to [sparo@dhha.org](mailto:sparo@dhha.org) if via email, and if to the City at:

Executive Director of Public Health and Environment or Designee  
101 W. Colfax Avenue, Suite 800  
Denver, CO 80202

With a copy of any such notice 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. Notices send via email shall be considered effective once receiving Party send acknowledgement of receipt 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.

**19. NO EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:**

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

**b.** The Contractor certifies that:

**i.** At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement.

**ii.** It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

**iii.** It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

**iv.** It is prohibited from using the E-Verify Program procedures to

undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

v. If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) business days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) business days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

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

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

**20. DISPUTES:** All disputes between the City and Contractor arising out of or regarding the Agreement will first attempt to be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement. The use of this dispute resolution process is without prejudice to the rights of either Party under the terms of the Agreement, including the right of either Party to utilize litigation to resolve any disputes at any time in the event that this dispute resolution procedure fails to result in a mutually satisfactory resolution of the dispute.

**21. GOVERNING LAW; VENUE:** The Agreement will be construed and enforced

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

**22. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the 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.

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

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

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

**26. ORDER OF PRECEDENCE:** In the event of any conflicts between the language



of the Agreement and the exhibits, the language of the Agreement controls.

**27. INTELLECTUAL PROPERTY RIGHTS:** The City and Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, 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.

**28. SURVIVAL OF CERTAIN PROVISIONS:** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor’s obligations to provide insurance 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.

**29. ADVERTISING AND PUBLIC DISCLOSURE:** The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor’s advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials. The foregoing notwithstanding, Contractor reserves the right to publish its own findings from this project without City prior approval, in accordance with academic standards. Any Contractor proposed publications

will be submitted to City for review and identification of any trade secrets or confidential/proprietary information, no later than 30 calendar days prior to submitting for publication.

**30. CONFIDENTIAL INFORMATION:**

**a. City Information:** Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third Parties. Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent Contractor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which will be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

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

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

**33. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** 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.

**34. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the 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 the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, 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.

**List of Exhibits**

**Exhibit A** – Scope of Work.

**Exhibit B** – Budget.

**Exhibit C** – Certificate of Insurance.

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**Contract Control Number:**  
**Contractor Name:**

ENVHL-202160257-00  
DENVER HEALTH AND HOSPITAL AUTHORITY

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

ENVHL-202160257-00  
DENVER HEALTH AND HOSPITAL AUTHORITY

By: DocuSigned by:  
*Amanda Breeden*  
0ACDB82B6128484...

Name: Amanda Breeden  
(please print)

Title: Director, SPARO  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



Denver Public Health  
EXHIBIT A- SCOPE OF WORK  
ENVHL-202160257

**I. Purpose of Agreement**

The purpose of the contract is to establish an agreement and Scope of Services between the **CITY AND COUNTY OF DENVER DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT (DDPHE)** and **DENVER PUBLIC HEALTH (DPH)** to reduce COVID-19 related health disparities. Per the Centers for Disease Control and Prevention funding OT21-2103, the purpose of this work is to:

1. Reduced COVID-19-related health disparities
2. Improve and increase testing and contact tracing among populations at higher risk and that are underserved, including racial and ethnic minority groups.
3. Improve local health department capacity and services to prevent and control COVID-19 infection (or transmission) among populations at higher risk and that are underserved, including racial and ethnic minority groups.
4. Build on data capability established in response to COVID-19 to ensure greater capacity in future health emergencies to reduce disparities through better responsiveness.
5. Enhance data capability related to COVID-19 in a manner that helps reduce overall health disparities.

**II. Services**

The services to be provided under this SOW fall under the following four areas: 1) resources and services, 2) data and reporting, 3) infrastructure support, and 4) partner mobilization.

Resources and Services

Expand existing and/or develop new mitigation and prevention resources and services to reduce COVID-19 related disparities among populations at higher risk and that are underserved

- A. Expand mobile/pop-up clinics in most impacted neighborhoods.
  - Use mobile/pop-up clinics to increase testing, information, and vaccination availability in most impacted neighborhoods
  - Expand the ability of mobile/pop-up clinics to provide additional health services.
- B. Expand and enhance clinics with community partners at familiar settings in most impacted neighborhoods
  - Use clinics at sites in the community to increase testing, information, and vaccination availability.
  - Expand the ability to provide additional health services at sites in the community
- C. Enhance direct support to patients and households
  - Provide continuing support associated with COVID-19 testing, treatment and vaccinations to households and people in other living situations in communities including congregate housing.
  - Support evidence-based policies related to isolation and quarantine to mitigate the spread of COVID-19.



Denver Public Health  
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- Support and expand the ability to connect COVID-19 patients to needed health, social and medical resources.
  - Enhance network for providing emergency food services in collaboration with community-based partners.
  - Continue and strengthen co-enrollment in health insurance and food/nutritional support (SNAP/WIC).
  - Consult with stakeholders to leverage community partnerships to transition from COVID specific resource allocation to priority zip code short term case management/resource connections for other needs to support overall recovery plan developed by the city.
  - Identify strategies for making services more resilient during periods of additional need including health emergencies based on knowledge gained during COVID-19.
- D. Enhance support for people experiencing homelessness
- Enhance testing and vaccination programs for PEH.
  - Enhance capacity for providing health support to PEH.
  - Expand capacity for health support beyond COVID-19 focus.
  - Develop PEH health emergency plan to guide actions and decisions in future public health emergencies.

Data and Reporting

Increase/improve data collection and reporting for populations experiencing a disproportionate burden of COVID-19 infection, severe illness, and death to guide the response to the COVID-19 pandemic Infrastructure Support

- A. Enhance testing and contact tracing data collection and reporting capability
- Use data to inform placement of community testing sites.
  - Shorten case interview to allow for streamlined approach.
  - Expand ability to connect off hours/weekends for testing and tracing.
  - Develop guidance for improved data collection during future health emergencies based on COVID experience.
- B. Develop data strategies to educate and foster collaboration with providers, community partners and other programs
- Conduct community engagement associated with refining approach to testing and data collection.
  - Expand communication strategies that are more inclusive of individuals who are not using mainstream media/social media platforms.
  - Incorporate analytic approaches that incorporates modeling/projecting of impact on mitigating the impact of racism/health disparities/limited resources on health.
  - Strengthen collaborations with community partners including community driven/shared goals for data collection, analysis, and reporting.



Denver Public Health  
EXHIBIT A- SCOPE OF WORK  
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C. Expand capabilities for using data to reduce health disparities

- Assign metrics to the Denver Recovery Action Plan to begin understanding which populations are most impacted by long term effects of COVID-19 and then measure impact of programs that have been developed or adapted to serve those populations.
- Expand qualitative data collection and use this to inform policies and practice, including the development of anti-racist/community-based and driven practices for emergency preparedness.
- Build out the capabilities of the Denver behavioral health dashboard and integrate this information into the Denver Community Health Assessment dashboard.

Infrastructure Support

Build, leverage, and expand infrastructure support for COVID-19 prevention and control among populations that are at higher risk and underserved

- Create and support a health equity community advisory group (CAG) to provide input and guidance on policies and communications associated with COVID and other health emergency response.
- Engage the health equity CAG in identifying and reducing health disparities in communities.

Partner Mobilization

Mobilize partners and collaborators to advance health equity and address social determinants of health as they relate to COVID-19 health disparities among populations at higher risk and that are underserved

A. Create and support community health worker (CHW)/peer navigator program

- Hire community health workers (CHW)/peer navigators from communities experiencing health disparities including those related to COVID-19. Initial focus will be COVID-19 information, testing, contact tracing and vaccinations.
- As COVID-19 infection declines, expand efforts of CHWs to provide information and improve service delivery to communities experiencing health disparities.
- Work with community-based organizations and other trusted community resources to identify and train CHWS through mentoring, apprenticeships and other activities.
- Use CHW program to bring people into the public health and health care career pipeline.

B. Collaborate with community partners to build their capacity in reducing health disparities

- Build long-term financial and educational capacity with external partners (including community-based organizations) for future health emergencies (including future testing, contact tracing and vaccination needs).
- Consult on the development of accountability metrics and plans at the neighborhood/healthcare organization level with mitigation strategy to address gaps.
- Work with funders to develop coordinated strategies for delivering assistance to community partners.





Denver Public Health  
 EXHIBIT A- SCOPE OF WORK  
 ENVHL-202160257

- C. Enhance community partnerships to reduce health disparities
  - Work with community-based organizations (CBOs) to provide information and services associated with COVID testing and vaccinations including testing and vaccination sites in prioritized communities.
  - Work with community partners to develop and implement strategies for delivering information and services that help reduce other health disparities.

### III. Process and Outcome Measures

#### A. Process Measures

##### Resources and Services

- Identify sites for clinics in collaboration with groups in the communities.
- Organize clinics for testing, vaccinations and providing information about COVID-19.
- Provide access to other health and social services impacting health.
- Evaluate pop-up and community clinic program.
- Using results of evaluation, make necessary changes and expand capacity of program for on-going assistance.
- Identify and prioritize health and social service needs.
- Establish coordination across programs to operate more efficiently and responsively.
- Work with partners in the community to deliver needed services more effectively.
- Continue to expand partnerships in the community to connect people to social service programs (SNAP/WIC) as well as direct assistance (meals, childcare, etc.).
- Identify lessons-learned to create more effective health emergency strategies and support mechanisms.
- Integrate data from existing immunization and health management databases to identify facilities and sub-populations with lower vaccination rates.
- Evaluate current strategies and interventions developed by DJTF and assist with the development of data driven strategies to enhance testing, vaccination, and address health disparities.
- Develop data collection tools and methods to engage people experiencing homelessness including sub-populations to inform DJTF strategies and inform development of culturally and linguistically appropriate services to reduce vaccine hesitancy, long term impacts of COVID-19, health disparities and PEH health emergency plan.
- Creation and implementation of data-informed strategies and interventions to increase vaccination rates across the population of people experiencing homelessness in Denver with a focus on those sub-populations that have low vaccination rates and greatest health disparities.
- Analysis of case and outbreak data to inform robust COVID-19 testing schedule and environmental control measures, and work with DJTF to identify and implement environmental mitigation strategies.

##### Data and Reporting

- Geomapping of resources for care/treatment and prevention to identify gaps



Denver Public Health  
EXHIBIT A- SCOPE OF WORK  
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- Develop data collection and reporting plan for COVID response operations that includes specifically measuring health disparities.
- Use data driven PSA cycles to iterate the long-term response to COVID and related effects on community health.
- Build capacity of the local health department and partners to collect, report and utilize data for future health emergencies.
- Infrastructure Support
- Assess current perceptions of partnership amongst key stakeholders supporting long-term COVID response.
- Revision of existing processes after obtaining community input and review as well as review by the racial equity team.
- Include partners in decision making around shared goals related to data collection, reporting and communication of information.
- Completion of communications scan and identify 3 new tactics for reaching community members with COVID019 health information
- Utilize the community health assessment process for long-term sustainability of collaboration around data with community partners.
- Assign metrics on health disparities to the Denver Recovery Action Plan
- Incorporate qualitative data and "storytelling" to inform policies and practice addressing health disparities in long-term COVID response work and local health department initiatives
- Number, reach (e.g., socio-demographics – assess race/ethnicity and geography to ensure reaching target population), quality of information or services; cascade of process
- Outcomes: assessment, identification of need, referral, referral completed; referral and linkage to resources or healthcare; mixed methods--use of focus groups, surveys to evaluate perceptions of policies and practices

#### Infrastructure Support

- Build the CAG structure with the participation of existing community partners.
- Recruit members to the CAG.
- Design the framework in cooperation with the members (including the mission, compensation structure, anticipated outcomes, governance, and role parameters, as well as logistic needs such as meeting time, locations, etc.).
- Initiate regular meetings of the CAG.

#### Partner Mobilization

- Prioritize target communities for initial CHW based on identified criteria agreed upon with community-based partners.
- Recruit, hire, train and support CHWs/peer navigators.
- Evaluate CHW program for potential expansion.
- Identify and prioritize community partners.
- Identify the needs of these organizations as well as key areas of strength and resilience.
- Develop work plans and associated financial resources, provide training and information resources, and contractual relationships.



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- Work with philanthropic organizations to develop coordinated approaches to delivering financial and training support to community-based organizations.
- Work with partners to identify needs and the most effective strategies for delivering services.
- Enter into cooperative relationships with community partners for delivering services that reduce health disparities.

**B. Outcome Measures**

Resources and Services

- Connect 75% of individuals who report resource gaps (food, financial, health) to support services
- Of individuals served, 80% will be from prioritized neighborhoods
- Achieve 80% vaccinated among high burden COVID neighborhoods (defined as percent positivity 2X that overall in Denver County)
- Create a PEH Disparities Data dashboard visualization and analysis tool which integrates data from multiple sources (e.g. vaccine database, HMIS, testing data, and health records) and allows for tracking vaccination rates, outbreaks, analyses of subpopulations, etc.
- 2) Develop an evidence-based strategic plan and toolkit for implementation to address COVID-19 related disparities in PEH in Denver

Data and Reporting

- Formalize data collection and reporting for COVID response operations
- Incorporate health disparities into all COVID related evaluation
- Use data to inform long-term response activities
- Identify gaps in partnership in terms of representation
- Develop and implement plan to quantify perceptions of equality in partnership
- Implement shared power structure in decision making
- Develop and implement diversity, equity, and inclusion planning into all program activities by creating a subcommittee within the community advisory board

Infrastructure Support

- CAG members
- CAG Governance structure of CAG (including mission, role, logistics, etc.)

Partner Mobilization

- Identify communication gaps by conducting a communications scan of existing materials with respect to culture, language, and identity.
- Develop and implement training program for emergency preparedness
- Develop and implement data collection system to evaluate program and communication materials, including penetration within prioritized communities and populations
- Develop and implement training program for emergency preparedness



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- Identify capacity gaps within CBOs and develop/implement plan for technical support to close those gaps
- Develop and implement data collection system to evaluate program's impact on closing identified gaps

**IV. Performance Management and Reporting**

**A. Performance Management**

Denver Public Health will ensure Invoices and reports shall be completed and submitted within 45 days of each month following the month services were rendered 100% of the time.

Track and report costs of services covered by federal resources and therefore not billable to this contract. Provide supervision for Centers for Disease Control and Prevention funding OT21-2103

1. **Program or Managerial Monitoring:** The quality of the services being provided and the effectiveness of those services addressing the needs of the program.
2. **Contract Monitoring:** Review and analysis of current program information to determine the extent to which DENVER PUBLIC HEALTH is achieving established contractual goals. DDPHE program administrator will manage any performance issues and will develop interventions to resolve concerns.
3. **Compliance Monitoring:** Will ensure that the terms of the contract document are met, as well as Federal, State and City and County of Denver legal requirements, standards, and policies.
4. **Financial Monitoring:** Will ensure that contracts are allocated and expended in accordance with the terms of the agreement. DENVER PUBLIC HEALTH is required to provide all invoicing documents for the satisfaction of the program administrator. The program administrator will review the quality of the submitted invoice monthly. The program administrator will manage invoicing issues through site visits and review of invoicing procedures.

**B. Reporting**

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

		Oct- Dec 2021	Jan- Mar 2022	Apr- Jun 2022	Jul- Sep 2022	Oct- Dec 2022	Jan- Mar 2023	Apr- Jun 2023
Quarterly performance/ expenditure report	Due 15 days after each fiscal quarter	Jan 17, 2022*	Apr 15, 2022	Jul 15, 2022	Oct 17, 2022*	Jan 16, 2023*	Apr 17, 2023*	Jul 17, 2023*



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Final performance report	Due within 60 days of end of period of performance									Jul 31, 2023
<p>*When the report due date falls on a weekend, the corresponding report will be due the next business day.</p>										

**V. Budget**

Invoices and reports shall be completed and submitted on or before the 15<sup>th</sup> of each month following the month services were rendered 100% of the time. Invoicing supporting documents must meet contract requirements.

Invoices shall be submitted to: [DDPHEAdmin@denvergov.org](mailto:DDPHEAdmin@denvergov.org)

**See budget attached**

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

**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 DENVER PUBLIC HEALTH and the CITY to the extent that DENVER PUBLIC HEALTH performs, or delegates to subcontractors to perform, functions or activities on behalf of CITY.
- 1.03 CITY wishes to disclose to DENVER PUBLIC HEALTH certain information, some of which may constitute Protected Health Information ("PHI") as defined below, to be used or disclosed while 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.



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- 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 DENVER PUBLIC HEALTH in the same manner as they apply to a covered entity. DENVER PUBLIC HEALTH 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 Denver Public Health'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 DENVER PUBLIC HEALTH 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 DENVER PUBLIC HEALTH or CITY that 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 DENVER PUBLIC HEALTH demonstrates that there is



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a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

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

- 2.04 "CONTRACTOR" shall have the same meaning as in the attached Agreement, to which these Business Associate terms are incorporated by reference.
- 2.05 "CITY" shall have the same meaning as in the attached Agreement, to which these Business Associate terms are incorporated by reference.
- 2.06 "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.
- 2.07 "Designated Record Set" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.
- 2.08 "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45 CFR §160.103.
- 2.09 "Health Care Operations" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.
- 2.10 "Immediately" where used here shall mean within 24 hours of discovery.
- 2.11 "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 2.12 "Parties" shall mean "DENVER PUBLIC HEALTH" and "CITY", collectively.
- 2.13 "Physical Safeguards" are physical measures, policies, and procedures to protect DENVER PUBLIC HEALTH'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.



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- 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 DENVER PUBLIC HEALTH.
- 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 DENVER PUBLIC HEALTH AS BUSINESS ASSOCIATE.**

- 3.01 DENVER PUBLIC HEALTH agrees not to use or further disclose PHI that CITY discloses to DENVER PUBLIC HEALTH except as permitted or required by this Agreement or by law.
- 3.02 DENVER PUBLIC HEALTH agrees to use appropriate safeguards, as provided for in this Agreement, to prevent use or disclosure of PHI that CITY discloses to DENVER PUBLIC HEALTH or that DENVER PUBLIC HEALTH creates, receives, maintains, or transmits, on behalf of CITY, except as provided for by this Contract.
- 3.03 DENVER PUBLIC HEALTH 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 DENVER PUBLIC HEALTH or that DENVER PUBLIC HEALTH creates, receives, maintains, or transmits, on behalf of CITY.





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- 3.04 DENVER PUBLIC HEALTH agrees to mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of PHI by DENVER PUBLIC HEALTH in violation of the requirements of this Agreement that becomes known to DENVER PUBLIC HEALTH.
- 3.05 DENVER PUBLIC HEALTH agrees to immediately report to CITY any Use or Disclosure of PHI not provided for by this Agreement that DENVER PUBLIC HEALTH becomes aware of. DENVER PUBLIC HEALTH must report Breaches of Unsecured PHI in accordance with 45 CFR §164.410.
- 3.06 DENVER PUBLIC HEALTH agrees to ensure that any of its subcontractor that create, receive, maintain, or transmit, PHI on behalf of DENVER PUBLIC HEALTH 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, DENVER PUBLIC HEALTH 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 DENVER PUBLIC HEALTH 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. DENVER PUBLIC HEALTH agrees to notify CITY in writing no later than ten (10) calendar days after the amendment is completed.
- 3.09 DENVER PUBLIC HEALTH 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 DENVER PUBLIC HEALTH 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 DENVER PUBLIC HEALTH agrees to document any Disclosures of PHI that CITY discloses to DENVER PUBLIC HEALTH or that DENVER PUBLIC HEALTH 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 DENVER PUBLIC HEALTH 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 DENVER PUBLIC HEALTH agrees that, to the extent DENVER PUBLIC HEALTH carries out CITY's obligation(s) under the HIPAA Privacy and/or Security rules, DENVER PUBLIC HEALTH will comply with the requirements of 45 CFR Part 164 that apply to CITY in the performance of such obligation(s).



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

**4. SECURITY RULE.**

4.01 DENVER PUBLIC HEALTH 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 DENVER PUBLIC HEALTH or that DENVER PUBLIC HEALTH creates, receives, maintains, or transmits on behalf of CITY. DENVER PUBLIC HEALTH shall follow generally accepted system security principles and the requirements of the HIPAA Security Rule pertaining to the security of electronic PHI.

4.02 DENVER PUBLIC HEALTH shall ensure that any subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of DENVER PUBLIC HEALTH agree through a contract with DENVER PUBLIC HEALTH to the same restrictions and requirements contained here.

4.03 DENVER PUBLIC HEALTH shall immediately report to CITY any Security Incident of which it becomes aware. DENVER PUBLIC HEALTH 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, DENVER PUBLIC HEALTH 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 DENVER PUBLIC HEALTH as of the first day on which such Breach is known to DENVER PUBLIC HEALTH or, by exercising reasonable diligence, would have been known to DENVER PUBLIC HEALTH.

5.01.2 DENVER PUBLIC HEALTH 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 DENVER PUBLIC HEALTH, as determined by the federal common law of agency.

5.02 DENVER PUBLIC HEALTH shall provide the notification of the Breach immediately to the DDPHE Executive Director or other designee.

5.02.1 DENVER PUBLIC HEALTH'S initial notification may be oral, but shall be followed by written notification within 24 hours of the oral notification.

5.03 DENVER PUBLIC HEALTH'S notification shall include, to the extent possible:

5.03.1 The identification of each Individual whose Unsecured PHI has been, or is



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reasonably believed by DENVER PUBLIC HEALTH 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 DENVER PUBLIC HEALTH is required to notify CITY, or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR §164.410 (b) has elapsed, including:
  - a. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
  - b. A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
  - c. Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
  - d. A brief description of what DENVER PUBLIC HEALTH is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and
  - e. Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 5.04 CITY may require DENVER PUBLIC HEALTH 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 DENVER PUBLIC HEALTH is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, DENVER PUBLIC HEALTH shall have the burden of demonstrating that DENVER PUBLIC HEALTH 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 DENVER PUBLIC HEALTH 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 DENVER PUBLIC HEALTH 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,



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but in no event later than fifteen (15) calendar days after DENVER PUBLIC HEALTH's initial report of the Breach to CITY.

- 5.08 DENVER PUBLIC HEALTH 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. DENVER PUBLIC HEALTH 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, DENVER PUBLIC HEALTH 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 DENVER PUBLIC HEALTH.**

- 6.01 DENVER PUBLIC HEALTH may use or further disclose PHI that CITY discloses to DENVER PUBLIC HEALTH 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 DENVER PUBLIC HEALTH may use PHI that CITY discloses to DENVER PUBLIC HEALTH, if necessary, for the proper management and administration of the Agreement.
- 6.03 DENVER PUBLIC HEALTH may disclose PHI that CITY discloses to DENVER PUBLIC HEALTH to carry out the legal responsibilities of DENVER PUBLIC HEALTH, if:
  - 6.03.1 The Disclosure is required by law; or
  - 6.03.2 DENVER PUBLIC HEALTH 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 DENVER PUBLIC HEALTH of any instance of which it is aware in which the confidentiality of the information has been breached.
- 6.04 DENVER PUBLIC HEALTH may use or further disclose PHI that CITY discloses to DENVER PUBLIC HEALTH to provide Data Aggregation services relating to the Health Care Operations of DENVER PUBLIC HEALTH.
- 6.05 DENVER PUBLIC HEALTH may use and disclose PHI that CITY discloses to DENVER PUBLIC HEALTH consistent with the minimum necessary policies and procedures of CITY.

**7. OBLIGATIONS OF CITY.**



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- 7.01 CITY shall notify DENVER PUBLIC HEALTH 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 DENVER PUBLIC HEALTH'S Use or Disclosure of PHI.
- 7.02 CITY shall notify DENVER PUBLIC HEALTH 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 DENVER PUBLIC HEALTH'S Use or Disclosure of PHI.
- 7.03 CITY shall notify DENVER PUBLIC HEALTH 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 DENVER PUBLIC HEALTH'S use or disclosure of PHI.
- 7.04 CITY shall not request DENVER PUBLIC HEALTH 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 DENVER PUBLIC HEALTH of the requirements of this Contract, CITY shall:
  - 8.01.1 Provide an opportunity for DENVER PUBLIC HEALTH to cure the material breach or end the violation within thirty (30) business days; or
  - 8.01.2 Immediately terminate the Agreement, if DENVER PUBLIC HEALTH 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, DENVER PUBLIC HEALTH shall either destroy or return to CITY all PHI DENVER PUBLIC HEALTH received from CITY and any and all PHI that DENVER PUBLIC HEALTH created, maintained, or received on behalf of CIT Yin conformity with the HIPAA Privacy Rule.
  - 8.02.1 This provision shall apply to all PHI that is in the possession of subcontract or agents of DENVER PUBLIC HEALTH.
  - 8.02.2 DENVER PUBLIC HEALTH shall retain no copies of the PHI.
  - 8.02.3 In the event that DENVER PUBLIC HEALTH determines that returning or destroying the PHI is not feasible, DENVER PUBLIC HEALTH 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, DENVER PUBLIC HEALTH 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 DENVER PUBLIC HEALTH maintains the PHI.
- 8.03 The obligations of this Agreement shall survive the termination of the Agreement.



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

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

## EXHIBIT B-BUDGET

DPH	Unit Cost	Quantity	Total	Notes
<b>Operational expenses</b>				
Transportation	\$40.00	200	\$ 8,000.00	
Mileage to deliver supplies to patients and families	\$0.58	3000	\$ 1,740.00	
Shipping to deliver supplies to patients and families	\$15.00	100	\$ 1,500.00	
Program promotional items	\$10,000.00	1	\$ 10,000.00	
Zoom Account	\$121.55	24	\$ 2,917.20	
<b>Total Operating Expenses</b>			<b>\$ 24,157.20</b>	
<b>Communication Expenses</b>				
Translation of materials	\$15,000.00	1	\$ 15,000.00	
Simultaneous translation	\$150.00	50	\$ 7,500.00	
Printing	\$10,000.00	1	\$ 10,000.00	
Focus group payment	\$50.00	100	\$ 5,000.00	
<b>Total Communications Expenses</b>			<b>\$ 37,500.00</b>	
<b>Total DPH Misc. Expenses</b>			<b>\$ 61,657.20</b>	
<b>Total DDPHE Overhead</b>			<b>\$ 20,346.88</b>	Overhead=33%
<b>Total Misc. Expenses w/Overhead (DPH)</b>			<b>\$ 82,004.08</b>	

# EXHIBIT B-BUDGET (cont'd)

Personnel (DPH)	Title	Base Salary	% Effort	Sub-Total	Fringe	Total	Project Total	Role
Dr. Michelle Haas, Medical Director		\$ 199,300.00	10%	\$ 19,930.00	\$ 5,620.26	\$ 25,550.26	\$ 51,100.52	Entire Program Leadership, medical advising, strategic envisioning, program building and partnerships.
Tempey Hamilton, acting Planner		\$ 85,500.00	100%	\$ 85,500.00	\$ 24,111.00	\$ 109,611.00	\$ 219,222.00	Entire Program Leadership, strategic envisioning, program building and partnerships.
Helen Burnside, FTC Director		\$ 115,438.00	5%	\$ 5,781.90	\$ 1,630.50	\$ 7,412.40	\$ 14,824.79	Strategic Partnership and Consultation
John Fitch, Business Manager		\$ 97,503.00	5%	\$ 4,875.15	\$ 1,374.79	\$ 6,249.94	\$ 12,499.88	Business Consultation
Kelcy Workman, acting Health Programs Specialist		\$ 60,600.00	100%	\$ 60,600.00	\$ 17,089.20	\$ 77,689.20	\$ 155,378.40	Entire program support
Vacant, Health Programs Specialist		\$ 60,600.00	100%	\$ 60,600.00	\$ 17,089.20	\$ 77,689.20	\$ 155,378.40	HA coordinator will work with resource navigators/behavioral health navigators to train CBO health educators and bridge to resources. Advisor on trauma informed care and serve as a connector to mental health community centered work.
Behavioral Health Coordinator		\$ 71,000.00	10%	\$ 7,100.00	\$ 2,002.20	\$ 9,102.20	\$ 18,204.40	Responsible for having community engagement understanding and management of the people coordinating CBO sites. Manage multi-sector taskforce. Regional connector through MOPH and community of practice. Responsible for holding the program accountable to implementing and advancing racial equity. Gathering ongoing needs assessment, and providing systems change recommendations based on programmatic findings.
Marissa Vasquez, acting Community Power Building Coord.		\$ 73,000.00	100%	\$ 73,000.00	\$ 20,586.00	\$ 93,586.00	\$ 187,172.00	Purchasing support, payment processing and order management
Rose Cordova, Administrative Analyst		\$ 54,000.00	10%	\$ 5,400.00	\$ 1,522.80	\$ 6,922.80	\$ 13,845.60	Onboarding and staff support
Kathy Boot, Contract Supervisor		\$ 96,000.00	5%	\$ 4,800.00	\$ 1,353.60	\$ 6,153.60	\$ 12,307.20	Provides management and oversight of specialized co-enrollment staff and laboratories.
Jennifer Moreland, Chronic Disease Manager		\$ 117,200.00	10%	\$ 11,720.00	\$ 3,307.58	\$ 15,027.58	\$ 30,073.16	Oversees the operations of specialized co-enrollment for WIC and SNAP
Brittany Goldstein, Public Health Coordinator		\$ 42,424.00	25%	\$ 10,606.00	\$ 4,400.89	\$ 15,006.89	\$ 30,013.78	Supports the optimization of logistical co-enrollment
Ajusto Leone, Performance Manager		\$ 90,147.83	20%	\$ 18,029.57	\$ 5,085.47	\$ 23,115.04	\$ 46,230.06	Supports the integration of specialized co-enrollment into clinical systems.
Libby Booth, Project Specialist Operations		\$ 80,784.68	5%	\$ 4,039.23	\$ 1,139.06	\$ 5,178.30	\$ 10,356.60	Between Ana and Flor, one will cover up to 100% time FTE each year for two years.
Alternating Flor Ramirez and Ana Ariza DS		\$ 667,000.00	10%	\$ 66,700.00	\$ 1,889.40	\$ 68,589.40	\$ 137,178.80	
<b>Total Personnel (DPH)</b>							\$ <b>963,793.60</b>	
<b>Total Personnel Overhead (DPH)</b>							\$ <b>324,651.89</b>	Overhead +33%
<b>Total Budget</b>							\$ <b>1,308,445.48</b>	

Lower salaries for this position

Lower salaries for this position

Position funded in multiple funding sources from DDPHE, removing it from MCH and/or HHC.

Will use salary for a small portion of in-home visit team with cost savings from the two positions identified above (Health Access Planner, Community Power Building Planner)



## EXHIBIT B-BUDGET (cont'd)

Category		DPH		Total	
Personnel	\$	1,308,445.48	\$	<b>1,308,445.48</b>	
Misc. Expenses	\$	82,004.08	\$	<b>82,004.08</b>	
<b>Total</b>	<b>\$</b>	<b>1,390,449.56</b>	<b>\$</b>	<b>1,390,449.56</b>	\$ 347,195.25

Line items include applicable overhead

**Difference \$ 3,045,245.44** \$4,435,695 CDC allocation minus budget total

**Contractual**

- DPH
- Social Service Coordination
- Emergency Food Relief
- Community-based Organizations



# CERTIFICATE OF LIABILITY INSURANCE

1/1/2022

DATE (MM/DD/YYYY)

8/30/2021

**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).**

<b>PRODUCER</b> Lockton Companies 8110 E Union Avenue Suite 100 Denver CO 80237 (303) 414-6000	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> _____ <b>FAX (A/C. No):</b> _____ <b>E-MAIL ADDRESS:</b> _____  <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="text-align: center; border: none;"><b>NAIC #</b></td> </tr> <tr> <td style="border: none;">INSURER A : Lloyd's Syndicate 2623 (Beazley Furlonge Limited)</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER B : Safety National Casualty Corporation</td> <td style="border: none; text-align: center;">15105</td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	INSURER A : Lloyd's Syndicate 2623 (Beazley Furlonge Limited)		INSURER B : Safety National Casualty Corporation	15105	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>														
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b> 1482920 Denver Health and Hospital Authority 777 Bannock Street Denver, CO 80204															

**COVERAGES****CERTIFICATE NUMBER:** 17799108**REVISION NUMBER:** XXXXXXXX

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
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Med. Exp. \$5k/\$50k GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	GLOPR2102156	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	CA6675882	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	GLOPR2102157	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	SP4059744	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability	N	N	GLOPR2102156	1/1/2021	1/1/2022	\$1M per Claim/\$3M Agg Policy Agg: \$750M Flood/EQ: \$100M
B	Property			ZMD755063802	1/1/2021	1/1/2022	

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

The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured as respects General Liability where required by written contract.

**CERTIFICATE HOLDER****17799108**
 City and County of Denver  
 Dept. of Public Health & Environment  
 101 W. Colfax Avenue, Suite 800  
 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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/1/2022

4/15/2021

**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.**

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<b>PRODUCER</b> Lockton Companies 8110 E Union Avenue Suite 100 Denver CO 80237 (303) 414-6000	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> _____ <b>FAX (A/C. No):</b> _____ <b>E-MAIL ADDRESS:</b> _____
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> Lloyd's Syndicate 2623 (Beazley Furlonge Limited)	
<b>INSURER B:</b> _____	
<b>INSURER C:</b> _____	
<b>INSURER D:</b> _____	
<b>INSURER E:</b> _____	
<b>INSURER F:</b> _____	

**COVERAGES** **CERTIFICATE NUMBER:** 17486016 **REVISION NUMBER:** XXXXXXXX

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
	<b>COMMERCIAL GENERAL LIABILITY</b> <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: _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$ _____
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Cyber	Y	N	B0713MEDTE2002127	1/15/2021	1/1/2022	Aggregate Limit: \$15M

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured where required by written contract.

**CERTIFICATE HOLDER**

**CANCELLATION**

<b>17486016</b> City and County of Denver Department of Public Health 1331 Cherokee St., Room 302 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 
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