

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "**City**") and **SECOND CHANCE CENTER, INC.**, a Colorado nonprofit corporation with a principal place of business address of 224 Potomac St., Aurora, CO 80011 (the "**Contractor**"). The City and Contractor are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated **July 8, 2021** regarding the implementation of a transition and re-entry program aimed at reducing recidivism in the City, via the provision of services and supportive resources to individuals before and after release from detention or incarceration ("**Agreement**");

WHEREAS, rather than enter into a new contract, the Parties desire to revise and amend the term and scope of work and budget of the Agreement, increase the maximum contract amount, as well as add and/or revise certain other provisions in the Agreement;

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

1. Article 2 of the Agreement entitled "**SERVICES TO BE PERFORMED**" is hereby amended by deleting it and replacing it with the following:

"2. SERVICES TO BE PERFORMED: As the Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth in **Exhibit A** and **Exhibit A-1** (each and collectively, "**Scope of Work and Budget**"), 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 the Agreement and in accordance with the terms of the Agreement.

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

"3. **TERM**: The Agreement will commence on **April 15, 2021**, and will expire, unless sooner terminated, on **December 31, 2022** (the "Term").

3. Article 4 of the Agreement entitled "**COMPENSATION AND PAYMENT**" is hereby amended as follows by deleting the language under that Article and replacing it with the following:

"4. **COMPENSATION AND PAYMENT**

a. **Fee**: The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement the amount of **ONE MILLION, FIVE HUNDRED AND SIXTY-SIX THOUSAND, NINE HUNDRED AND SEVENTY-EIGHT DOLLARS AND ZERO CENTS (\$1,566,978.00)**. Amounts billed may not exceed the rates set forth in **Exhibit A** and **Exhibit A-1**.

b. **Reimbursable Expenses**: There are no reimbursable expenses allowed under this Agreement. All expenses to be incurred by the Contractor under this Agreement are expressed in the budget expressed in **Exhibit A** and **Exhibit A-1**. 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, any charges or expenses related to personnel, benefits, contract labor, overhead, administrative costs, operating costs, supplies, equipment, and/or out-of-pocket expenses.

c. **Invoices**:

i. Contractor shall provide the City with periodic invoices in a format and with a level of detail acceptable to the City in accordance with **Exhibit A** and **Exhibit A-1**. Contractor's invoices must identify reasonable allowable direct costs and allocable indirect costs actually incurred in accordance with the budgeted categories and amounts contained in **Exhibit A** and **Exhibit A-1**. Invoices from Contractor shall be accompanied by documentation of expenses for which Contractor seeks reimbursement 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. Funds will be disbursed in appropriate monthly increments, upon receipt and approval of the Contractor's monthly invoices and any City required budget documents or reports. The Contractor's invoices will include all appropriate supporting documentation that may be pertinent to the services performed or expenses incurred and paid under this Agreement. The Contractor's invoices must identify costs and expenses incurred and paid in accordance with the budget contained in **Exhibit A** and **Exhibit A-1**. Funds payable by the City hereunder shall be distributed to the Contractor on a reimbursement basis only for work performed and expenses incurred and paid during the prior month. Invoices submitted for payment must be received by the Agency as directed. Invoices submitted for services rendered that are submitted after such deadline are untimely and must be submitted separately to be considered for payment. Payment for any late-submitted invoices shall be made only upon a showing of good cause for the late submission. Timesheets must reflect the amount of time, in hours and quarter-hours, attributable to each activity performed under this Agreement. If the Contractor allocates allowable costs to more than one grant, project, or contract, then timesheets must further identify the allocation of allowable costs for each grant, project, or contract.

d. Maximum Contract Amount:

i. Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **ONE MILLION, FIVE HUNDRED AND SIXTY-SIX THOUSAND,**

NINE HUNDRED AND SEVENTY-EIGHT DOLLARS AND ZERO CENTS (\$1,566,978.00) (the "Maximum Contract Amount"). The City is not obligated to execute an agreement or any amendments to this Agreement for any further services, including any Services, performed by Contractor beyond that specifically described in **Exhibit A** and **Exhibit A-1**. Any services performed beyond those in **Exhibit A** and **Exhibit A-1** are performed at Contractor's risk and without authorization under the Agreement.

ii. 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.

e. **Recovery of incorrect payments:** The City has the right to recover from the Contractor any and all incorrect payments issued to the Contractor due to any omission, error, fraud, and/or defalcation including but not limited to applying a deduction from subsequent payments under this Agreement or other means of recovery by the City as a debt due to the City or otherwise as provided by law. If as a result of any audit or program review relating to the performance of the Contractor or its officers, agents or employees under this Agreement, such audit or program review identifies any irregularities or deficiencies in the Contractor or its officers, agents, or employees' performance of the Contractor's obligations under this Agreement, 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 the required 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. Article 20 of the Agreement entitled "**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT**" is hereby amended by deleting it and replacing it with the following:

"20. NO EMPLOYMENT OF A WORKER 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, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

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) days. The Contractor shall also terminate such subconsultant or

subcontractor if within three (3) 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 Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City."

5. Article 23 of the Agreement entitled "**NO DISCRIMINATION IN EMPLOYMENT**" is hereby amended by deleting it and replacing it with the following:

"23. 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."

6. Article 31 of the Agreement entitled "**CONFIDENTIAL INFORMATION**" is hereby amended by deleting it and replacing it with the following:

ENVHL-202161526
Second Chance Ctr. (Amend.)
04/15/2021-12/31/2022

"31. CONFIDENTIAL INFORMATION; OPEN RECORDS:

a. Confidential Information: The Contractor acknowledges and accepts that, in the performance of all work under the terms of this Agreement, the Contractor will or may have access to the following types of information: (1) City Proprietary Data or confidential information that may be owned or controlled by the City ("City Proprietary Data"); (2) confidential information pertaining to persons receiving services from the Agency ("Client Data"), or (3) confidential proprietary information owned by third parties ("Third Party Proprietary Data"). For purposes of this Agreement, City Proprietary Data, Client Data, and Third Party Proprietary Data shall be referred to collectively as "Confidential Information." The Contractor agrees that all Confidential Information provided or otherwise disclosed by the City to the Contractor or as otherwise acquired by the Contractor during its performance under this Agreement shall be held in confidence and used only in the performance of its obligations under this Agreement such as where required for the provision of information in litigation regarding Contractor's Services under this Agreement, Contractor's monitoring and equipment services, as well as Contractor's modes, methods, and system specifications. Notwithstanding the foregoing, the Contractor shall limit access to any and all Confidential Information to only those persons who have a need to know such information in order to provide services under this Agreement. The Contractor shall exercise the same standard of care to protect any and all Confidential Information as a reasonably prudent contractor would to protect its own proprietary or confidential data. Contractor acknowledges that Confidential Information may be in hardcopy, printed, digital or electronic format. The City reserves the right to restrict at any time Contractor's access to electronic Confidential Information to "read-only" access or "limited" access as such terms are designated by the Director.

b. 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 in the attached **Exhibit C** ("**HIPPA/HITECH Business Associate Terms**"). If protected health information and/or substance abuse treatment information is disclosed by the City to the Contractor, the Contractor will comply with all applicable state and federal laws protecting the privacy or confidentiality of any and all Client Data, including protected health information and/or substance abuse treatment information, and to comply with all requirements contained in **Exhibit C**. The Contractor shall establish and submit to the City, within fifteen (15) days of the City's written request thereof, copies of Contractor's policies and procedures to maintain the confidentiality of protected health information and/or substance abuse treatment information to which the Contractor has access. In the event that the Contractor obtains protected health information and/or substance abuse treatment information from a third-party provider or is required to provide Client Data, including protected health information and/or substance abuse treatment information to the City for purposes of monitoring and evaluating the Contractor's performance under this Agreement, then the Contractor agrees to fully coordinate with Agency personnel and the client in order to obtain any necessary consent forms, authorization forms, or release forms.

c. Use of Confidential Information: Except as expressly provided by the terms of this Agreement, the Contractor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any Confidential Information or any part thereof to any other person, party or entity in any form or media for any purpose other than performing its obligations under this Agreement. The Contractor further acknowledges that by providing access to

Confidential Information, the City is not granting to the Contractor any right or license to use such data except as provided in this Agreement. The Contractor further agrees not to reveal, publish, disclose, or distribute to any other party, in whole or in part, in any way whatsoever, any Confidential Information without prior written authorization from the Director.

d. City Methods: The Contractor agrees that any and all ideas, concepts, know-how, business method, templates, data processing techniques and other innovations and discoveries provided by the City to the Contractor in connection with this Agreement shall be deemed to be the sole intellectual property of the City and all rights, including copyright, shall be reserved to the City. The Contractor agrees, with respect to such City Methods, that: (a) the Contractor shall not copy, recreate, reverse, engineer or decompile such data, in whole or in part, unless authorized in writing by the Director; (b) the Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; (c) the Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.

e. Employees and Subcontractors: The requirements of this provision shall be binding on the Contractor's employees, agents, officers and assigns. The Contractor warrants that all of its employees, agents, and officers who designated to provide Services under this Agreement will be advised of this provision. All requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement.

f. Disclaimer: Notwithstanding any other provision of this Agreement, the City is furnishing Confidential Information on an "as is" basis, without any support whatsoever, and without representation, warranty or guarantee, including, but not in any manner limited to, fitness, merchantability, accuracy and completeness of the Confidential Information. The Contractor acknowledges and understands that Confidential Information may not

be completely free of errors. The City assumes no liability for any errors or omissions in any Confidential Information. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the Contractor agrees to contact the City immediately.

g. Open Records: The Parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-201, *et seq.*, C.R.S., and that in the event of a request to the City for disclosure of such information, 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 proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Contractor further agrees to defend, indemnify, and save and hold harmless the City, its officers, agents and employees, from any claims, damages, expenses, losses or costs arising out of the Contractor's intervention to protect and assert its claim of privilege against disclosure under this section 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 by such court.

7. The following language shall be added and fully integrated into the Agreement as Article 36 of the Agreement and shall be enforceable as with all the other terms, provisions, amendments, and conditions in the Agreement:

"36. DATA PROTECTION: The Contractor shall comply with all applicable international, federal, state, local 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. The

Contractor shall maintain security procedures and practices consistent with §§ 24-73-101 et seq., C.R.S., and shall ensure that all regulated or protected data, provided under this Agreement and in the possession of the Contractor or any subcontractor, is protected and safeguarded, in a manner and form acceptable to the City and in accordance with the terms of this Agreement, including, without limitation, the use of appropriate technology, security practices, encryption, intrusion detection, and audits.”

8. The unnumbered paragraph on Page 16 of the Agreement, listed after Article 35 and entitled “**Exhibits**” is hereby amended by deleting it and replacing it with the following:

“Exhibits:

Exhibit A – Scope of Work and Budget

Exhibit A-1 – Scope of Work and Budget

Exhibit B – Certificate of Insurance

Exhibit C – HIPAA/HITECH (Business Associate Terms)”

9. The HIPAA/HITECH (Business Associate Terms) labeled **Exhibit C** is attached and incorporated herein by reference.

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

11. This Amendatory Agreement is not effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

[SIGNATURE PAGES FOLLOW]

Contract Control Number: ENVHL-202161526-01/ENVHL-202158589-01
Contractor Name: SECOND CHANCE 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:

ENVHL-202161526-01/ENVHL-202158589-01
SECOND CHANCE CENTER INC

By: DocuSigned by:
Sean Ahshee Taylor
8FE28939GAFG492...

Name: Sean Ahshee Taylor
(please print)

Title: Deputy Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-1
SCOPE OF WORK AND BUDGET
Second Chance Center

I Purpose of Agreement

The purpose of the contract is to establish an agreement and Scope of Services between the Denver Department of Public Health & Environment (DDPHE) and Second Chance Center (SCC) to implement and operate a reentry program based on the Transition from Jail to Community (TJC) model. The objective of the reentry program is to reduce recidivism in the City and County of Denver by promoting access to services, resources, and supportive relationships for justice-involved individuals prior to release from detention or jail and continuing post-release in the community.

II Term

The term of this agreement is from April 15, 2021 through December 31, 2022.

III Services to be Provided

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

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

A. Services to be provided by Second Chance Center:

1. Will implement the Transition from Jail to Community (TJC) model by providing services, resources, and supportive relationships for medium-to-high risk offenders entering jail and continuing through their reentry process back to the community. Services and resources are to be provided to Denver residents and/or individuals returning to Denver upon release.
2. Using screenings and assessments, create a service and transition plan while the participant is still incarcerated that includes targeted interventions for successful release and post-release service delivery.
3. Where appropriate, utilize evidence-based curricula, such as:
 - Driving with Care DUI treatment
 - Moral Reconciliation Therapy/Dialectical Behavior Therapy
 - Parents on a Mission
 - Seeking Safety
4. Establish and implement pre-release and post-release service delivery based on the risk and need assessment that addresses the participant's individual criminogenic needs.

Pre-release services may include:

- | | |
|--------------------------------------|--------------------------------------|
| • Gender-specific treatment services | • Trauma/PTSD treatment |
| • Motivational Enhancement Therapy | • Cognitive behavioral interventions |
| • Substance Use Education | • Parenting skills training |

EXHIBIT A-1
SCOPE OF WORK AND BUDGET
Second Chance Center

- Employment, vocational, and education skills
- Pre-release planning and case management
- DUI education
- Mentoring and self-help groups
- Jail in-reach with treatment providers and supervision
- Assistance with benefit applications

Post-release services may include:

- Case management
- Trauma/PTSD treatment
- Cognitive behavioral interventions
- Parenting skills training
- Peer support, mentoring, and self-help groups
- Assistance with benefit applications
- Gender-specific treatment services
- Motivational Enhancement Therapy
- Relapse Prevention/Substance Use Education
- Employment, vocational, and education skills
- DUI education and therapy groups

5. Assist participants with basic needs, such as job training, placement, and educational access for participants.
 6. Offer all services in English and Spanish and provide accommodations for other languages and differences in abilities.
- B. Contractor's responsibilities include, but are not limited to:
1. Will ensure that SCC staff attend trainings as scheduled and use training appropriately.
 2. Will be responsible for ensuring all assessments, service utilization and outcome data are tracked and will provide this data for evaluation purposes. This includes providing and/or entering all data into specified database(s).
 3. Will utilize culturally responsive teaching and service delivery methods to address individuals' unique needs.
 4. Will integrate the following recommendations to ensure successful reentry:
 - a. Collaboration for reentry services at all levels and between all stakeholders within the TJC model.
 - b. Provide reentry services at all levels until stable reentry into the community.
 - c. Prioritize mental health needs and services given the high percentage of people suffering from mental health issues who are in jail and the high level of vulnerability the population group endures. Provide appropriate mental health services and/or referrals for individuals with mental health needs.
 - d. Provide life-skills programming that focuses on practical education that includes financial literacy and money management. Where possible, financial empowerment should also address how to resolve debts incurred as a result of the participant's criminal justice case.
 - e. Provide comprehensive resource materials that contain information on available community services and resources which include updated and current contact information.
 - f. Assisting with coordination of logistical support upon release, including readily available transportation outside the jail, accessible communication devices (i.e. cell phones) and

EXHIBIT A-1
SCOPE OF WORK AND BUDGET
Second Chance Center

knowledge of or contact information for available community-based services and resources.

5. Staff, volunteers, and interns must complete and pass criminal background checks prior to being approved to work in the jail due to staff access to protected client data maintained by the City and County of Denver. Although good faith efforts will be made to approve staff with lived experience, DDPHE and/or the Manager of Safety and/or Denver Sheriff Department have the right to decline/reject staff based on criminal history and/or current system involvement.

IV. Process and Outcome Measures

A. Process Measures

1. Work collaboratively with other stakeholders from Denver Sheriff's Department and the Department of Public Health & Environment in daily operations, implementation team or ad-hoc committees to develop and maintain processes and practices that lead toward fidelity of the TJC model.
2. Using methodology established by the implementation team, identify realistic goals for 2022 program year.
3. Contractor shall submit accurate and timely invoices in accordance with the requirements of the Agreement.

B. Outcome Measures

1. Goals for 2022 will be established for the following metrics:
 - a. Number of people served in jail and in the community
 - b. Number of hours of services delivered (dosage)
 - c. Length of service
 - d. Other metrics as agreed upon by implementation team
2. Invoices and reports shall be completed and submitted on or before the 15th of each month following the month services were rendered 100% of the time. Contractor shall use DDPHE's preferred invoice template, if requested.

Invoices should be submitted to: obhs.invoices@denvergov.org.

V. Performance Management and Reporting

A. Performance Management

Monitoring will be performed by the DDPHE program area and contractor may be reviewed for:

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

B. Reporting

The following reports shall be developed and delivered to the City as stated in this section. Payment may be withheld if reports are not complete and submitted.

EXHIBIT A-1
SCOPE OF WORK AND BUDGET
Second Chance Center

OBHS Quarterly Reports	<p>OBHS Quarterly Reports will be submitted to OBHS Program Manager or designee no later than the last day of the first month following the respective quarter. (Note: Include current and historical data from previous quarters in order to provide trend information by reporting area):</p> <ul style="list-style-type: none"> • Jail service information and community-based service information • Number of clients referred to the program for services • Number of new clients enrolled and completed intakes and by referral type • Number of continuing clients by number and type of service • Average length of stay in services by type of discharge from service. • General profile of clients served (age, ethnicity, gender) • Number of classes/groups provided, attendance and completion rates by type of class; definition of completion • Number of individual services by type and number of persons served; number of referrals by type of referral and level of follow-through with engagement • Average client caseload per case manager • Number of persons completing employment services by type, placed in jobs and length of maintaining employment as available. • Number of persons applying for benefits. • Number of clients housed and by housing type. <p>Other reported items that are not captured through data entry may include:</p> <ul style="list-style-type: none"> • Client narratives • Accomplishments, areas for improvement, missing process or data items <p>To ensure accurate monthly reporting, staff must enter data in an accurate and timely manner. Regular data integrity checks must be established and maintained.</p>	Quarterly	<p>CPCC Program Manager and OBHSinvoices@denvergov.org</p>
Contract Summary Report	<p>Report shall demonstrate all functions performed, and how services provided met the overall goals of this agreement. Other data will include total budget per line item, amount spent, and an explanation as to unspent funds, etc.</p>	Contract End, within 45 days after Term End.	OBHS.invoices@denvergov.org
Other reports as reasonably requested by the City	To be determined (TBD)	TBD	TBD

EXHIBIT A-1
SCOPE OF WORK AND BUDGET
Second Chance Center

Budget Requirements

- A. Contractor shall provide the identified services for the City with the support of DDPHE using best practices and other methods for fostering a sense of collaboration and communication.
- B. Invoices and reports shall be completed by Contractor and submitted on or before the 15th of each month following the month services were rendered 100% of the time.
- C. Contractor will work within the set budget and expend funds according to the contract. This includes payroll, check disbursement, administration of funds, invoicing/billing, budget reconciliation, and financial reports
- D. Contractor will prepare and provide monthly financial reports to DDPHE, including verification of expenditures with payroll backup or other invoices/receipts, as appropriate.
- E. Work with DDPHE regarding any audits. Keep in their original form all reentry records and documents for a minimum of three (3) years from the expiration date of the contract.
- F. CPCC funds contracted for the reentry program are to be used for staffing positions, operational costs, client services, and indirect costs.
- G. Contract Term: 4/15/2021 – 12/31/2022
 CY 2021 - \$671,562
CY 2022 - \$895,416
 Total - \$1,566,978

Contract Fiscal Term 1/1/2022 – 12/31/2022		
Position Title	Description of Work	Total Budget
Deputy Executive Director Reentry Program Director	Overall coordination and oversight of the Reentry Program, staff supervision, and coordination with project partners. Will lead some peer mentoring groups. (.40 FTE)	\$35,200.00
Employment Coordinator	Helps clients with employment searches, documentation, and coordinators with employers to insure a smooth transition. (1 FTE)	\$57,200.00
Lead Care Manager	Coordination and documentation of development of this new program, troubleshooting any problems, and organizing the evaluation process with staff, partners and CPCC. (1 FTE)	\$24,200.00
Care Manager	Provides care management, partnering with clients to develop and implement their Individual Service Plan. (Up to 5 FTE)	\$317,900.00
Finance Manager	This position provides day to day management of funds and contracts through budget and reimbursement request preparation, coordinating and approving budget adjustments and revisions as necessary. (.20 FTE)	\$13,200.00

EXHIBIT A-1
SCOPE OF WORK AND BUDGET
Second Chance Center

Data Entry	Verify the accuracy of all data from managers and partners; migrate data across systems as needed; and provide technical assistance to SCC staff and partners as needed. Will work with the Program Director, Director of Care Management and Manager of Program Development on data collection and reporting for evaluation. (1 FTE)	\$17,600.00
Staffing Costs Subtotal		\$471,900.00
Supplies & Operating Expenses		
Item	Description of Item	Total Budget
Client Needs	Includes client support like emergency housing, work clothing, supplies and materials, training costs, vital records, bus passes, etc.	\$138,250.00
Total Supplies & Operating		\$138,250.00
Travel		
Item	Description of Item	Total Budget
Mileage	Mileage is based on an estimated round trip from the Delaware location to the jail for care staff, using the IRS rate of 56 cents/mile.	\$9,105.00
Park	Monthly parking passes downtown Denver	\$11,760.00
Total Travel		\$20,865.00
Contractual Services		
Subcontractor Name	Description of Services	Total Budget
Tribe Recovery Homes	Tribe will provide recovery housing for 40 participants, and non-residential services for up to 160 additional clients. Services include housing navigation, Medicaid-funded therapy with a master's level LPC/LAC certified professional, and "temp to hire" job placement and support. Costs cover all staffing and client resources.	\$133,000.00
Don't Look Back Center	DLBC will provide outpatient substance abuse treatment, mentoring, recovery coaching, care management, and trauma informed transitional sober living. This includes CBT, DBT, DUI education and therapy if appropriate, support groups, and acu-detox. Clients have the option of participating in DLBC's transitional housing program - House of Rahab. The annual contract fee of \$50,000 covers services for 25-50 women as needed.	\$50,000.00
Total Contractual		\$183,000.00

EXHIBIT A-1
SCOPE OF WORK AND BUDGET
Second Chance Center

SUB-TOTAL OF DIRECT COSTS		\$814,015.00
Indirect		
Item	Description of Item	Total Amount Requested
De minimis Indirect Cost Rate of 10%		\$81,401.00
Total Indirect		\$84,401.00
TOTAL		\$895,416.00

EXHIBIT C

HIPAA/HITECH (Business Associate Terms)

1. GENERAL PROVISIONS AND RECITALS

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

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

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

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

- 2.06 "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.
- 2.07 "Designated Record Set" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.
- 2.08 "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45 CFR §160.103.
- 2.09 "Health Care Operations" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.
- 2.10 "Immediately" where used here shall mean within 24 hours of discovery.
- 2.11 "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 2.12 "Parties" shall mean "CONTRACTOR" and "CITY", collectively.
- 2.13 "Physical Safeguards" are physical measures, policies, and procedures to protect CONTRACTOR's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.
- 2.14 "Protected Health Information" or "PHI" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.
- 2.15 "Required by Law" shall have the meaning given to such term under the HIPAA Privacy Rule at 45 CFR §164.103.
- 2.16 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 2.17 "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.
- 2.18 "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.
- 2.19 "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:

- a. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
- b. A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- c. Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
- d. A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and

- e. Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 5.04 CITY may require CONTRACTOR to provide notice to the Individual as required in 45 CFR §164.404, if at the sole discretion of the CITY, it is reasonable to do so under the circumstances.
- 5.05 In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all required notifications to CITY, and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.
- 5.06 CONTRACTOR shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR §164.402 to demonstrate that a Breach did not occur.
- 5.07 CONTRACTOR shall provide to CITY all specific and pertinent information about the Breach, including the information listed above, if not yet provided, to permit CITY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of the Breach to CITY.
- 5.08 CONTRACTOR shall continue to provide all additional pertinent information about the Breach to CITY as it becomes available, in reporting increments of five (5) business days after the prior report to CITY. CONTRACTOR shall also respond in good faith to all reasonable requests for further information, or follow-up information, after report to CITY, when such request is made by CITY.
- 5.09 In addition to the provisions in the body of the Agreement, CONTRACTOR shall also bear all expense or other costs associated with the Breach and shall reimburse CITY for all expenses CITY incurs in addressing the Breach and consequences thereof, including costs 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.