

## AMENDATORY AGREEMENT

**THIS AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (hereinafter referred to as the “City”), and **Goodwill of Colorado**, a nonprofit corporation, with an address of 1460 Garden of the Gods Road, Colorado Springs, Colorado 80907 (the “Contractor”), jointly “the Parties” and individually a “Party.”

The City and the Contractor entered into an Agreement dated **July 28, 2020**, to provide services (the “Agreement”). The Parties now wish to modify the Agreement as set forth below.

The Parties agree as follows:

1. Effective upon execution, all references to **Exhibit A** in the existing Agreement shall be amended to read **Exhibits A and A-1**, as applicable. **Exhibit A-1** is attached and will control from and after the date of execution.

2. Section 3 of the Agreement, titled “**TERM**,” is amended by deleting and replacing it with the following:

“**3. TERM**: The Term of this Agreement (“Term”) shall commence on **July 1, 2020**, and expire, unless sooner terminated, on **June 30, 2022**. Subject to the Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Director.”

3. Section 4.5 of the Agreement, titled “**Maximum Contract Amount**,” is amended by deleting and replacing it with the following:

“**4.5.1** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **TWO MILLION TWO HUNDRED AND TWENTY THOUSAND DOLLARS AND ZERO CENTS (\$2,220,000.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** or performed outside the Term are performed at the Contractor’s risk and without authorization under the Agreement.”

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

5. 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.

**End.**

**Signature pages and Exhibits follow this page.**

**Exhibit List**

**Exhibit A-1**

**Contract Control Number:** SOCSV-202158470-01 & SOCSV-202055021-01  
**Contractor Name:** Goodwill of Colorado

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

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

SOCSV-202158470-01 & SOCSV-202055021-01  
Goodwill of Colorado

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

Denise Krug

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

Title: VP, workforce Development  
\_\_\_\_\_  
(please print)

ATTEST: [if required]

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

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

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

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**Purpose of Agreement**

The purpose of the contract is to establish an agreement and Scope of Services between Denver Department of Human Services (DHS) Goodwill of Colorado ( GW), to provide intensive case management services to assist Colorado Works/TANF participants that need ongoing support to gain employment, deliver an educational opportunity for skills advancement and/ or a connection to services to reduce long term barriers.

Further, GW is identified as a subrecipient for the purposes of this agreement and is therefore subject to all terms, conditions and regulatory requirement required of federal funding subrecipients per 2 CFR Part 200, as well as specific rules and regulations for the Colorado Works Temporary Assistance for Needy Families program.

**I. Background**

In 1996, Congress explicitly envisioned the Temporary Assistance for Needy Families (TANF) program as a critical support for families to gain the needed skills and knowledge to care for children in their own home and to promote job preparation and access to work. TANF is also often the only source of financial support for families and can be a portal to other critical safety net programs, including Supplemental Security Income (SSI), the Supplemental Nutrition Assistance Program (SNAP)/food stamps, child care assistance (CCAP), and Medicaid. States can use TANF creatively and provide supports and services directly responsive to the needs of needy families.

The goal of the Colorado Works/TANF (CW) Program in Denver County is to promote the long-term economic well-being of our community, through preparation for and attachment to employment for those who are able to work. DHS' CW program is designed to engage individual participants with the services, opportunities, resources and tools needed to successfully move toward stability and self-sufficiency. Denver's Department of Human Services (DHS) facilitates robust community gains by partnering with local businesses, educational institutions, and other service providers in the area, and advocating for participants as a vital part of the DHS support network. For those who are not readily able to work, Denver's CW program offers supports and services intended to increase employability and promote family safety and stability.

Science tells us that it is never too late to help adults build up their core capabilities, and that we can have a life-long impact if adults support the development of these skills in childhood. When adults have opportunities to build the core skills that are needed to be productive participants in the workforce and to provide stable, responsive environments for the children in their care, our economy will be stronger, and the next generation of citizens, workers, and parents will thrive. We also know that programs that provide support and "bridging" by crossing barriers of race, gender and class and "bonding" by tying participants and staff into a supportive community has positive long-term impact. DHS realize the importance of these services and supports and is seeking them for those most in need in our community, including the link to social capital and its effectiveness in supporting low-income persons through the transition to employment.

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DHS' Family and Adult Assistance Division (FAAD) is responsible to administer eligibility for Colorado Works pursuant to Colorado Revised Statutes (CRS) at section 24-4-103 (11) CRS, and Colorado Code of Regulations (CCR), 9-CCR-2503-6. DHS and contracted vendors may share responsibility for workforce case management, depending on participant job readiness, which includes workforce data entry into the Colorado Benefits Management System (CBMS).

In response to this need and the flexibility afforded under the legislation, DHS is seeking to improve adult and child outcomes for the most vulnerable families entrusted in our care. With that vision in mind, connection to these services and supports is done by conducting a thorough assessment of the family's needs and especially those needs that are directly connected to the adults in the household related to their employability.

TANF participants will require in-depth and ongoing assessment of barriers and job readiness levels. From the assessments, Individualized Plans will be developed with the participant that offer intensive supports and services that shall lead to improved economic well-being.

Households are determined at application to be either eligible or ineligible for TANF assistance. Adults who are considered work-eligible are provided with individualized services and supports to promote their family's economic well-being. All TANF eligibility for applicants is determined by DHS. DHS assesses initial work-eligibility to determine which work activities, services and supports available in the program are the best fit for the participant, as well as what agency/GW might serve the participant best based on their scope of services.

Adult members of the assistance unit are limited to 60 months of TANF assistance during their lifetime. Services provided will need to be achievable within this 60-month limit with the understanding that many TANF participants have already used a portion of their lifetime limit.

## **II. Services**

- A.** To support and engage eligible participants to develop strategies that address individual and family needs, DHS will work jointly with GW to provide the following:
  - a. In depth assessment, family coaching, and work support programs associated with the implementation and operation of the TANF Program for households classified as needing Tier I or II services. These households have at least some marketable vocation skills, commitment and/or work experience to gain and maintain employment.
  - b. Tier I services include but are not limited to: focusing on motivational interviewing, career assessments, resume building, mock interviews, and other job placements including subsidized employment.
    - i. Tier I households are likely to meet full participation within the TANF program
    - ii. It is anticipated that long term family income will be through employment earnings
  - c. Tier II services include but are not limited to: intensive case management, life and work skills classes, career exploration, Adult Basic Education (ABE), GED/HSE attainment, and ongoing post-job placement support.

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- i. Tier II households may not initially meet full participation within TANF due to short term barriers that are being resolved
    - ii. It is anticipated that long term family income will be through employment earnings
  - B.** The tier system will be used as a guideline to help determine the most appropriate initial placement with an agency/contractor that can best meet the participant's needs. DHS' goal is to establish a continuum of services and understands a participant's circumstances will evolve over time. This may result in a participant changing tier levels and service providers based on milestones achieved and circumstance changes
- C.** GW services menu
  - a. All referred participants will have access to GW Works, a classroom-based curriculum to develop foundational skills and habits to be successful in their program engagement.
    - i. Personal skills modules include: self-esteem, self-motivation, personal responsibility, and the importance of reliability, cultural diversity and acceptance.
  - b. Online Essential soft skills for employment curriculum will also be provided
    - i. Executive functioning skills will also be offered. These skills may be offered in multiple facets including online, virtual and classroom-based support.
    - ii. The curriculum will be divided into 8 weeks and include modules in strengths, weaknesses and skill development, values and ethics, communication, stress management, teamwork, positive and professional attitude, and conflict resolution
    - iii. Micro credentials may also be provided in Basic Microsoft Office, Resume Development, and Resume Development and Mock Interviewing
    - iv. Participants may also be placed in a CWEP, AWEP or OJT as available
  - c. Programming offered via the GW services menu has the ability to be offered virtually and not just in person.
    - i. The content of the virtual programming can be cross-walked to the in-person services with minimal disruption to participants and targeted outcomes can still be achieved.
- D.** GW will be assigned as the case manager of record for all Colorado Works/TANF workforce requirements including system data entry in CBMS. As the case manager of record GW Case Managers will provide ongoing case management supports including ongoing assessment, development of Individualized Plans (IP) with participant, and engagement into workforce development activities that lead to employment.

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- E.** DHS TANF participants assigned to GW for case management services will attend GW's orientation: an initial one-on-one meeting with their case manager to develop individualized goals for their participation in the program.
- a. During the orientation, there will be a review of what the participant and staff responsibilities are regarding the rules to receiving benefits. Discussion to how GW will be able to support the participant in meeting their highest level of success, and how we will work together to support their plan.
- F.** After completing training and securing employment, GW will continue to work with both participants and employers to support participant employment retention for those that are still eligible and actively receiving Colorado Works/TANF. GW staff follow up with participants on a regular basis, providing support, services, and additional training when necessary. Every aspect of the GW program is designed to address its participants' specific needs and prepare motivated individuals for long-term employment.

**G. Contractor Responsibilities**

- a) Hire and manage qualified and trained staff to provide quality TANF case management to populations that present with barriers and other needs that are typically beyond the scope of staff at DHS.
- b) Provide intensive case management services and supports to TANF participants who need additional and more intensive specialized assistance to prepare them to find and keep employment.
- c) Provide budget oversight of TANF funding to ensure incurred costs follow State and federal statutes and regulations.
- d) Provide administration of TANF program and ensure State and federal statutes and regulations are implemented and followed.
- e) Work closely with DHS on collaboration efforts related to TANF goals, outcomes, policies, and procedures.
  - a. Provide regular reporting (financial, programmatic or outcome based)
  - b. Participate in training and policy development activities as appropriate
- f) GW will utilize the designated data systems, including but not limited to, the Colorado Benefits Management System (CBMS) for TANF customers. CBMS shall be used to track all TANF participant information. CBMS must be used in accordance with the DHS and CDHS written policies, procedures and trainings. Each staff person will be given the minimum access required to perform their specific role under the Contract. GW agrees to abide by and require all staff users to abide by the City and County of Denver data confidentiality and security agreements.



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- a. DHS and the State will coordinate CBMS security access setup and controls. All requests should be routed through the DHS CBMS Help Desk to ensure that State and internal processes are followed.
- g) Goodwill agrees to ensure all electronic communication referencing TANF participants will follow all privacy requirements, including but not limited to, encrypting emails to recipients outside of the City network

**H. Audits.**

GW and DHS will work collaboratively to collect and retain all Colorado Works/TANF program information necessary to ensure compliance with the requirements of any applicable state or federal law and program regulations. This includes all case management records (paper and automated), which includes, but is not limited to, all assessments, Individual Plans (IPs), workforce development activities, participation tracking sheets, contracted services, and workforce counseling administered by GW. GW and DHS will cooperate with each other in responding to inquiries that either agency may receive from state or federal authorities regarding any programs that GW is responsible for administering pursuant to this agreement. DHS will notify GW advance of every TANF related audit and GW will have a representative present at such audit as applicable. GW will participate in all audit coordination as appropriate, including meeting all DHS timeline requirements.

**I. Secondary Stage Supervisory Case File Reviews**

In accordance with the regulations at 45 CFR 261.63 – Colorado’s Work Verification Plan requirements, GW will be required to review a random sample of cases each month with an approved review tool. The number of cases vary and are based upon Denver’s share of a monthly statewide sample of work-eligible individuals. The Secondary Stage Supervisory Review will be conducted by the case management supervisor or their designee. All case reviews will be completed via County technology (WMS) or state tools and adhere to all applicable timeframes for completion. At minimum, the following shall be subject to verifications though this process:

- a) Proper work activity utilization based on federal regulatory definitions and per Colorado’s approved Work Verification Plan and data entry into CBMS
- b) Monthly timesheet or other allowable work hour documentation included in the case record
- c) Excused absences and holidays are being applied consistently per state and county policy
- d) The Fair Labor Standards Act is properly applied to community service and community work experience

**J. Management Site Visits and other Audits**

Denver County and/or the State of Colorado may conduct regular on-site reviews of Colorado Works contracts and related services. These on-site reviews are meant to

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provide service providers with direct feedback on the implementation of their program and include a summary of the findings from the ongoing case file reviews. Denver County and/or state staff will analyze and review GW policies, plans, procedures, contracts/sub-contracts, and other relevant documents and administrative data that describe and inform program implementation, strengths and opportunities for improvement. The focus of the site visit is primarily one of information sharing, technical assistance, and training with county and/or state staff representing various areas of program operations (finance, budget, policy, program, training and technical assistance).

For other formal federal, state, and county audits, GW will provide accurate and complete case files within the DHS timeline requirements. GW will be responsible for repayment to DHS of any disallowed costs resulting from a final audit action imposed by CDHS or other regulatory authority pertinent to the work at GW will be responsible for following up on auditor findings, providing for refunds and implementing approved final corrective action plans, if any. DHS will monitor GW's response to audit related matters to ensure ongoing compliance. DHS and GW will work with State and Federal auditors as requested. GW will provide a designee as a point of contact for quality meetings and for audits as applicable

**K. Records.**

GW will comply with written State and CCD/DHS policies and processes provided to GW by DHS related to case file maintenance, case retention and storage. No client case information will be maintained outside of the client's automated case files established by DHS. GW will not maintain a separate case file that contains TANF documentation that should be housed with DHS. Documentation obtained to support specific contracted programmatic services not associated with the TANF program shall be retained by GW as this information does not pertain to the Colorado Works/TANF Workforce program. At a minimum, GW will maintain all client documentation in client case files according to stated case order policy provided by DHS. GW agrees to work with DHS to provide information from these files should a documented request, audit or need arise for the information. Client documentation will be sent to the scanning department for electronic filing no more than five (5) days after the document was created. GW will provide a copy of their current record retention and destruction policy as required by House Bill 18-1128 within 30 days after the execution of this contract. Upon termination of this contract, all relevant case files will be provided to DHS in a DHS approved format.

**III. Process and Outcome Measures**

**1. Process Measures**

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- A. GW may serve up to 600 TANF participants each month. This may be a combination of Tier I and Tier II participants
- B. GW may continue to receive referrals of new participants in need of their programming in addition to their ongoing caseload
- C. GW agrees to meet all state metrics required for the Colorado Works/TANF program.
- D. GW will be responsible for their proportionate share of cases assigned to their organization regarding state metrics

**2. Outcome Measure:**

- A. The average hourly wage for participants who gain unsubsidized employment shall be \$15.50
  - i. This measure will be evaluated on a monthly basis
- B. 30% of TANF participants will successfully retain employment for a minimum of 60 days.
  - i. This is a pilot outcome for the new contract year and will be evaluated for long term implementation
- C. 70% of TANF participants shall be engaged in a countable activity.
  - i. This goal will be attained through rapid placement into a countable work activity and will be reviewed on a monthly basis
- D. Quality Accuracy Rate- monthly state case review sample: Goodwill will maintain an average monthly quality score of 90% or above on the randomized monthly case review sample as determined by CDHS.

**IV. Performance Management and Reporting**

**A. Performance Management**

Monitoring will be performed as necessary by the program area and other designated DHS staff throughout the term of the agreement. As a subrecipient, monitoring is required per 2 CFR Part 200 Subpart D 200.331 and DHS policy 1809-506. Subrecipient monitoring includes but is not limited to the following:

- 1. **Program or Managerial Monitoring:** The quality of the services being provided and the effectiveness of those services addressing the needs of the programs daily operations.
- 2. **Contract Monitoring:** Review and analysis of current program information to determine the extent to which contractors are achieving established contractual goals. Financial Services, in conjunction with the DHS program area and other designated DHS staff, will provide performance monitoring and reporting reviews. DHS staff will manage any performance issues and will develop interventions to resolve concerns.

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3. **Compliance Monitoring:** Will ensure that the terms of the contract document are met, as well as Federal, State and City legal requirements, standards and policies to include sub recipient requirements.
4. **Financial Monitoring:** Will ensure that contracts are allocated and expended in accordance with the terms of the agreement. Contractor is required to provide all invoicing documents for the satisfaction of Financial Services. Financial Services will review the quality of the submitted invoice monthly. Financial Services will manage invoicing issues through site visits and review of invoicing procedures.

**B. Reporting**

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

Report # and Name	Description	Frequency	Reports to be sent to:
1. Monthly Reports	The monthly contractor’s spreadsheet will be completed to report out on program services and outcomes.	Due 15 <sup>th</sup> of the month.	Colorado Works/TANF Program Administrator
2. Contract Summary Report	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.	Contract End, within 45 days after Term End.	Colorado Works/TANF Program Administrator

**V. DHS funding information:**

Per Uniform Guidance CFR 200.331 we are clearly identifying to the subrecipient the following information:

- A. Program Name: Colorado Works Temporary Assistance for Needy Families
- B. Subrecipient DUNS#: 010633766

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- C.** Name of Federal Awarding Agency: Colorado Department of Human Services
- D.** Federal Award Date: TBD
- E.** Federal Funding Amount: TBD
- F.** Period of Performance: 7/1/2021 – 6/30/2022
- G.** Assistance Listing# (a.k.a. CFDA#): 93.558
- H.** Federal Award Identification Number (FAIN): TBD
- I.** Additional sub awards by subrecipient:  Yes  No
- J.** Names of subcontractors or sub awardees: Choice Screening,

**VI. Budget**

- A.** 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. Contractor shall use DHS' preferred invoice template, if requested. Invoicing supporting documents must meet DHS requirements.
- B.** The funds allocated under this Agreement are from the federal TANF block grant and shall be used solely for TANF purposes and eligible participants. These funds shall not be used to supplant existing funding for a non-TANF program.

- C.** Invoices shall be submitted to: [DHS\\_Contractor\\_Invoices@denvergov.org](mailto:DHS_Contractor_Invoices@denvergov.org) or by US Mail to:

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

**Budget Table:**

<b>Contractor Name:</b>	<b>Goodwill of Colorado</b>	
<b>Contract Term:</b>	<b>July 1, 2021 - June 30, 2022</b>	
<b>Contract Number:</b>	<b>SOCSV-2021-58470-01</b>	
<b>Program Name:</b>	<b>COLORADO WORKS/TANF Specialized Case Management Services</b>	
<b>Budget Categories</b>	<b>Budget Amount</b>	<b>Narrative</b>
<b>Salaries</b>		

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Director	<b>\$50,922</b>	Working up to a portion of their time, salaries and wages will be reimbursed at cost. Includes cost of leave (PTO, holidays). Denver Human Services (DHS) will not pay for bonuses, severances, or payouts of leave when an employee separates from their job.
Program Support Liaison:	<b>\$41,600</b>	Working up to a portion of their time, salaries and wages will be reimbursed at cost. Includes cost of leave (PTO, holidays). Denver Human Services (DHS) will not pay for bonuses, severances, or payouts of leave when an employee separates from their job.
TANF Manager	<b>\$53,805</b>	Working up to a portion of their time, salaries and wages will be reimbursed at cost. Includes cost of leave (PTO, holidays). Denver Human Services (DHS) will not pay for bonuses, severances, or payouts of leave when an employee separates from their job.
Tier I & Tier 2 Supervisor	<b>\$57,512</b>	Working up to a portion of their time, salaries and wages will be reimbursed at cost. Includes cost of leave (PTO, holidays). Denver Human Services (DHS) will not pay for bonuses, severances, or payouts of leave when an employee separates from their job.
Skills Development Facilitator	<b>\$49,047</b>	Working up to a portion of their time, salaries and wages will be reimbursed at cost. Includes cost of leave (PTO, holidays). Denver Human Services (DHS) will not pay for bonuses, severances, or payouts of leave when an employee separates from their job.
Worksite Developer	<b>\$69,450</b>	Working up to a portion of their time, salaries and wages will be reimbursed at cost. Includes cost of leave (PTO, holidays). Denver Human Services (DHS) will not pay for bonuses, severances, or payouts of leave when an employee separates from their job.
Case Managers	<b>\$375,275</b>	Multiple Workers, all performing the same duties, working up to a portion of their time, salaries and wages will be reimbursed at cost. Includes cost of leave (PTO, holidays). Denver Human Services (DHS) will not pay for bonuses, severances, or payouts of leave when an employee separates from their job.
<b>Total Salaries</b>	<b>\$697,611</b>	
<b>Fringe for all Salaried Positions</b>	<b>\$167,427</b>	Fringe benefits and payroll taxes will be reimbursed at cost or at the Federally Approved Fringe Rate. Fringe includes

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		employer portion of the following items: Payroll Taxes, Life Insurance premiums, Medical Insurance premiums, Dental Insurance premiums, Disability Insurance premiums, Retirement contributions, FICA taxes, Unemployment insurance, Worker's Compensation and Insurance premiums.
<b>Other Direct Costs</b>		
Subcontracted Services	<b>\$4,500</b>	To be reimbursed at cost, Includes cost of background checks and drug screens for clients. Choice Screening providing background checks and Drug screens provided by qualified clinics in and around the Denver Metro Area.
Supplies	<b>\$4,500</b>	To be reimbursed at cost, includes items such as business cards, pens, professional folders, tissues, printer paper, postage, clip boards, tape, file folders, organization supplies, resume and interview necessities, computer or, printer ink etc. 100% of supplies needed to provide services to clients will be for the TANF program.
Technology	<b>\$33,803</b>	To be reimbursed at cost includes: Telecommunications (Desk lines for 13 staff and 5 cell phones that will allow staff to utilize work hours to monitor host sites, meet participants, gather evaluations and support participants with barriers as they occur. These duties require staff to be mobile.), Scanners, Printers, Computer Network, Hardware and Software, laptops, docking station, Monitors, keyboard, and mouse. (the cost to rent or purchase equipment or service existing equipment, including warranties applicable to the current term of this contract.) Computer/phone, maintenance or repair, printer rental as a result of events held for participants. Other items to support virtual interactions with TANF participants may be reimbursed; approval must be obtained by the Program Manager prior to the contractor incurring the expense.
Direct Facilities	<b>\$82,475</b>	Building is 100% dedicated to serve TANF clients, Includes: Rental Fee, General Liability, Utilities, Building Maintenance, Janitorial Services
Postage	<b>\$500</b>	To be reimbursed at cost, GW will market to Employers opportunities via Face to face, email and standard size domestic mail, sending mailers a year to support job fairs,



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		employer interest and Thank You for partnerships. Additionally, from experience it is necessary to send Notice of Action(NOA) letters to participants prior to a sanction.
Printing and Promotion	<b>\$2,250</b>	To be reimbursed at cost, brochures and handouts will assist efforts to spread the word for potential job fairs, reminders, save the dates, networking events and training opportunities. Additionally, GW may need to print information for skill development for basic computer instruction, Employment Readiness and other material. The Case Manager team will attend many events to market employment opportunities for Colorado Works participants (Job Fairs, networking events, conventions, meetings, etc.). At these events we would have a table/display and would need marketing/promotional items available.
Meetings and Seminars	<b>\$4,000</b>	<b>Travel/meeting:</b> GW understands that all meeting and trainings will need to be approved by the Program Administrator. GW anticipates opportunities to attend The Professional Development Academy, Talent Found Conference, State training or program specific meetings to support program improvements that may have an incurred cost. Additionally, this will include support improvement of case management technique. In order to benefit participants in seeking and obtaining gainful employment, continuous improvement and knowledge of the current state of the economy is necessary. All expenses incurred within this line item must demonstrate a direct correlation to services provided to TANF participants.
Transportation	<b>\$9,500</b>	Reimbursement of personal vehicle mileage (not to exceed the standard IRS rate at the time of travel), public transportation and ride share services. This includes parking and toll costs associated with program-related travel. Tips are capped at 20% and expenses should follow IRS guidelines regarding travel.
Dues and Subscriptions	<b>\$2,525</b>	To be reimbursed at cost, Memberships and subscriptions which have a one-time fee- Community Business Journals-, STAR 12 (Training)-, Local Newspaper/magazine-, Career Scope-, Prezi-, and Adobe Pro and other subscriptions/dues/ that would directly support TANF goals for families, subject to program manager approval prior to incurring expense.



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<b>Total Other Direct Costs</b>	<b>\$144,053</b>	
<b>SUM OF DIRECT COSTS:</b>	<b>\$1,009,091</b>	
<b>INDIRECT COSTS</b>	<b>\$100,909</b>	Indirect Cost Rate not to exceed 10% of direct service costs
<b>TOTAL COSTS):</b>	<b>\$1,110,000</b>	

**VII. HIPAA/HITECH (Business Associate Terms)**

**1. GENERAL PROVISIONS AND RECITALS**

- 1.01 The parties agree that the terms used, but not otherwise defined below, shall have the same meaning given to such terms under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and their implementing regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") as they exist or may hereafter be amended.
- 1.02 The parties agree that a business associate relationship (as described in 45 CFR §160.103) under HIPAA, the HITECH Act, and the HIPAA regulations arises between the 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

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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;

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- b. The unauthorized person who used the PHI or to whom the disclosure was made;
  - c. Whether the PHI was actually acquired or viewed; and
  - d. The extent to which the risk to the PHI has been mitigated.
- 2.04 "CONTRACTOR" shall have the same meaning as in the attached Agreement, to which these Business Associate terms are incorporated by reference.
- 2.05 "CITY" shall have the same meaning as in the attached Agreement, to which these Business Associate terms are incorporated by reference.
- 2.06 "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.
- 2.07 "Designated Record Set" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.
- 2.08 "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45 CFR §160.103.
- 2.09 "Health Care Operations" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.
- 2.10 "Immediately" where used here shall mean within 24 hours of discovery.
- 2.11 "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 2.12 "Parties" shall mean "CONTRACTOR" and "CITY", collectively.
- 2.13 "Physical Safeguards" are physical measures, policies, and procedures to protect CONTRACTOR's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.
- 2.14 "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 2.15 "Protected Health Information" or "PHI" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.
- 2.16 "Required by Law" shall have the meaning given to such term under the HIPAA Privacy Rule at 45 CFR §164.103.

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- 2.17 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 2.18 "Security Incident" means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by CONTRACTOR.
- 2.19 "The HIPAA Security Rule" shall mean the Security Standards for the Protection of electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.
- 2.20 "Subcontractor" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.
- 2.21 "Technical safeguards" means the technology and the policy and procedures for its use that protect electronic PHI and control access to it.
- 2.22 "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services ("HHS") in the guidance issued on the HHS Web site.
- 2.23 "Use" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.

**3. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE.**

- 3.01 CONTRACTOR agrees not to use or further disclose PHI that CITY discloses to CONTRACTOR except as permitted or required by this Agreement or by law.
- 3.02 CONTRACTOR agrees to use appropriate safeguards, as provided for in this Agreement, to prevent use or disclosure of PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits, on behalf of CITY, except as provided for by this Contract.
- 3.03 CONTRACTOR agrees to comply with the HIPAA Security Rule, at Subpart C of 45 CFR Part 164, with respect to electronic PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits, on behalf of CITY.
- 3.04 CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of PHI by CONTRACTOR in violation of the requirements of this Agreement that becomes known to CONTRACTOR.

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- 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.

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**4. SECURITY RULE.**

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

**5. BREACH DISCOVERY AND NOTIFICATION.**

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

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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.



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- 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.



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

**8. BUSINESS ASSOCIATE TERMINATION.**

- 8.01 Upon CITY'S knowledge of a material breach or violation by CONTRACTOR of the requirements of this Contract, CITY shall:
  - 8.01.1 Provide an opportunity for CONTRACTOR to cure the material breach or end the violation within thirty (30) business days; or
  - 8.01.2 Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to cure the material breach or end the violation within (30) days, provided termination of the Agreement is feasible.
- 8.02 Upon termination of the Agreement, CONTRACTOR shall either destroy or return to CITY all PHI CONTRACTOR received from CITY and any and all PHI that CONTRACTOR created, maintained, or received on behalf of CITY in conformity with the HIPAA Privacy Rule.
  - 8.02.1 This provision shall apply to all PHI that is in the possession of subcontractors or agents of CONTRACTOR.
  - 8.02.2 CONTRACTOR shall retain no copies of the PHI.
  - 8.02.3 In the event that CONTRACTOR determines that returning or destroying the PHI is not feasible, CONTRACTOR shall provide to CITY notification of the conditions that make return or destruction infeasible. Upon determination by CITY that return or destruction of PHI is infeasible, CONTRACTOR shall extend the protections of this Agreement to the PHI and limit further Uses and Disclosures of the PHI to those purposes that make the return or destruction infeasible, for as long as CONTRACTOR maintains the PHI.
- 8.03 The obligations of this Agreement shall survive the termination of the Agreement.

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

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