

## AMENDATORY AGREEMENT

**THIS AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **ROCKY MOUNTAIN HUMAN SERVICES**, a Colorado nonprofit, whose address is 9900 E. Iliff Ave., Denver, CO 80231 (the “Contractor”), individually a “Party” and collectively the “Parties.”

**WHEREAS**, the Parties entered into an Agreement dated September 20, 2021, to fund the Contractor’s development of a Systemic, Therapeutic, Assessment, Respite and Treatment (“START”) program; and

**WHEREAS**, the Agreement expired by its terms on August 31, 2024, and rather than enter into a new agreement, the Parties wish to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend the Agreement as set forth below.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

1. Effective September 1, 2024, 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 September 1, 2024.

2. Section 3 of the Agreement, titled “**TERM**,” is amended to read as follows:

“3. **TERM**: The term of the Agreement (“Term”) shall commence on September 1, 2021, and expire, unless sooner terminated, on June 30, 2025. Subject to the Director’s prior written authorization, the Contractor shall complete any work in progress as of the then current expiration date and the Term will extend until the work is completed or earlier terminated.”

3. Subsection 4.4.1 of the Agreement, titled “**Maximum Contract Amount**,” is amended to read as follows:

“4.4.1. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Five Million Seven Hundred Thousand Two Hundred Sixty-Six Dollars (\$5,700,266.00) (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 **Exhibits A and A-1**. Any services performed beyond those in **Exhibits A and A-1** or performed outside the Term are performed at the Contractor’s risk and without authorization under the Agreement.”

4. Section 22 of the Agreement, titled “**NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT**,” is amended to read as follows:

“22. **COMPLIANCE WITH DENVER WAGE LAWS**: To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By

executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein."

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

6. 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.

7. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A-1**, Scope of Work.

**REMAINDER OF PAGE INTENTIONALLY BLANK**

**Contract Control Number:** SOCSV-202475064-01; 202159285-01  
**Contractor Name:** ROCKY MOUNTAIN HUMAN SERVICES

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-202475064-01; 202159285-01  
ROCKY MOUNTAIN HUMAN SERVICES

By:  \_\_\_\_\_  
A92BF70D616B4CF...

Name: Shari Repinski  
(please print)

Title: Chief Executive Officer  
(please print)

ATTEST: [if required]

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

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

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



**Rocky Mountain Human Services**  
**SCOPE OF WORK**  
**Jaggaer No. SOCSV2024-75064-01**

**I. Purpose of Agreement**

The purpose of the contract is to establish an agreement and Scope of Work between Denver Human Services (DHS) and Rocky Mountain Human Services (RMHS) (“Contractor”).

**II. IDDEAS Program Requirements**

In addition to the eligibility, residency, and permitted use requirements outlined in the Developmental Disabilities Mill Levy, § 53-550, D.R.M.C. and referenced in this agreement, all contractors shall adhere to the following program requirements:

*Mill levy contracts.* It is anticipated that contractors may be awarded multiple contracts pursuant to the Mill Levy. It is the responsibility of Contractor to ensure that expenses, including payroll, are tracked and submitted on a per contract basis. Failure to do so may result in a determination that Contractor has breached the terms and conditions of one or more of the contracts.

*Public meeting.* Contractor shall conduct at least one public meeting per calendar year that provides the community with an overview of its progress delivering services as described in this Agreement. Contractor shall also provide an opportunity for community feedback and recommendations concerning current and future services.

*Branding.* City branding, including the Denver Human Services (DHS) logo, may be included on curricula, deliverables, and promotional materials under the following circumstances:

- All components of the deliverables meet DHS standards. Contractor may work with the IDDEAS Program Manager and the DHS Marketing and Communications team to determine opportunities to include attributions and ensure DHS standards are met.
- Any materials that use DHS branding are provided to the IDDEAS Program Manager for review and approval by the DHS Marketing and Communications Team at least two (2) weeks prior to production deadline.
- Written approval is received from the DHS Marketing and Communications Director, or designee prior to use.

**III. Services**

The START (Systemic, Therapeutic, Assessment, Respite and Treatment) model is a community-based tertiary care crisis intervention system for persons with intellectual and developmental disabilities (I/DD) with mental/behavioral health needs (IDD/MH) and their families or caregivers. A comprehensive model, START optimizes independence, treatment, and community living for persons with IDD/MH ages 6 and up.

Contractor will develop a START program in Denver and is expected to become START certified over a -4 year period\*, during which time the team will provide direct services



**Rocky Mountain Human Services**  
**SCOPE OF WORK**  
**Jaggaer No. SOCSV2024-75064-01**

to Denver residents with IDD/MH and their systems of care, as Contractor pursues full certification.

**Year 1: September 1, 2021 – August 31, 2022**

Activities focus on team development, community awareness, START Coordination training, and START model philosophy and methods.

**Year 2: September 1, 2022 – August 31, 2023**

Activities continue with team development and training. Individual START Coordinator certifications anticipated to occur as mastery of concepts are demonstrated.

**Year 3: September 1, 2023-August 31, 2024**

Activities continue with team development and training on START model methods and concepts. Individual START Coordinator certifications anticipated to occur as mastery of concepts are demonstrated.

**Year 4: September 1, 2024 – June 30, 2025**

Activities continue with team development and training. Individual START Coordinator certifications anticipated to occur as mastery of concepts are demonstrated. START program certification is expected to occur within Year 4 as mastery of concepts and execution of model is achieved. (Program certification was originally targeted for completion within Year 3; this amended SOW reflects an extended timeline which aligns with National Center for START services standards).

Contractor will fully participate in the learning and program development process through apprenticeship and partnership with the University System of New Hampshire's National Center for START Services (NCSS) professionals.

*Denver START program staffing*

The Denver START program will provide START coordination, clinical consultation, cross system's crisis planning, assessments, training, and coaching. START Coordinator training includes didactic training but is also an apprenticeship/internship. Contractor will work very closely with NCSS to develop the knowledge, expertise, and skills to implement the model with fidelity. Contractor will begin direct services in the community with on-the-job training from NCSS.

Contractor will assemble a team consisting of, approximately:

- 1 Clinical Director (1 FTE)
- 1 Program Director (1 FTE)
- 1 Clinical Team Leader (1 FTE)
- 6 START Coordinators (6 FTE)
- 1 Therapeutic Coach Team Leader (1 FTE)
- 4 Therapeutic Coaches (4 FTE, pending caseload ratios)
- 1 Medical Director (.25 FTE)



**Rocky Mountain Human Services**  
**SCOPE OF WORK**  
**Jagger No. SOCSV2024-75064-01**

- 1 Administrative Assistant (1 FTE)

This level of staffing lends itself to a 24/7 service model, ensuring support for afterhours crises for Denver START clients. It is expected Contractor will consider and staff for the cultural and linguistic diversity of residents in our community.

*Denver START program*

The mission of Denver START is to increase community capacity to provide an integrated response to people with intellectual/developmental disabilities and mental health/ behavioral health needs, as well as their families and those who provide support.

The Denver START program will maintain an active case load that is comprised at all times of no less than 80% of clients meeting Denver developmental disabilities mill levy eligibility requirements per D.R.MC. Section 53-550 and as detailed in the Rules Governing Implementation of the IDDEAS Program document, which can be found at [www.denvergov.org/IDDEAS](http://www.denvergov.org/IDDEAS). Denver START may serve a maximum of 20% of their total active client count to those who do not meet the Denver developmental disabilities mill levy eligibility requirements provided that:

- 1) these clients previously met Denver developmental disabilities mill levy eligibility requirements upon enrollment into the START program, and
- 2) Denver START submits invoices according to City-approved policy to exclude allocated operational and startup costs associated with serving non-mill levy eligible Denver START clients.

The majority of program wide outreach and engagement is expected to remain within the City and County of Denver due to the source of funding for this local program. Contractor will consult with DHS on questions pertaining to eligibility and the prioritization of partnerships, as needed.

The primary goals of the Denver START program are to implement person-centered, effective cross systems crisis prevention and intervention approaches, and to provide expertise while building capacity to better serve and support individuals with IDD/MH in the community. Referrals to Denver START may come from anyone that identifies a need to make a referral to the local program, including individuals, families, and various professionals or community members. RMHS and DHS will work together to outline referral criteria and capture in a referral process reference document as the program is developed. DHS anticipates services for approximately 180 individuals over the course of the contract term.

Contractor will aim to improve the lives of persons with IDD/MH and their families through fidelity to the START model, with exemplary services and supports that emphasize local, person-centered, positive, multidisciplinary, cost-effective, and evidence-informed practices. The START model aims to:



**Rocky Mountain Human Services**  
**SCOPE OF WORK**  
**Jaggaer No. SOCSV2024-75064-01**

- A. Promote the development of least-restrictive, life-enhancing services and supports to the people referred;
- B. Provide 24-hour-a-day, 7-days-a-week, timely crisis response to the system of care in support of individuals with IDD/MH. In times of crisis, this means immediate telephonic access and in-person assessments within two (2) hours of the request whenever possible;
- C. Provide clinical treatment, assessment, and stabilization services in the context of short-term community-based therapeutic supports that are both emergency (hospital prevention, transition to community, and acute assessment and treatment) and planned (ongoing support for the individual and care provider);
- D. Facilitate the development and implementation of individual, Cross-Systems Crisis Prevention and Intervention Plans with the system of care;
- E. Provide support and technical assistance to partners in the community, including but not limited to: Individuals and their families, mobile mental health crisis teams, residential and day providers, and outpatient and inpatient mental health providers;
- F. Provide state-of-the-art assistance such as access to experts in the field, linkages with local and national resources, and the commitment to ongoing consultation and training for both the START program and their partners;
- G. Create and maintain affiliation and linkage agreements with community partners to clarify roles and responsibilities, overcome existing barriers in the system, and enhance the capacity of the system as a whole;
- H. Provide systemic consultation to work with teams to improve: opportunities for mutual engagement; a team approach that fosters clarity of roles and responsibilities; and cooperation and collaboration in the context of a comprehensive, strengths-based understanding of the people receiving START services;
- I. Assess the needs of the population locally, statewide, nationally, and internationally, and work with stakeholders to ensure that effective service delivery takes place;
- J. Collect data, measure outcomes, and modify strategies to meet the aforementioned goals; and
- K. Enhance the capacity of local providers and stakeholders through ongoing collaboration, development of linkage agreements, participation in a program Advisory Council, and regular training including Clinical Education Team meetings. These activities also promote accountability of the START program and improved outcomes for service recipients.

*Relationships, partnerships, and linkages*

The Denver START program will enhance relationships and partnerships among I/DD, mental health, education, and other providers, such that individuals with IDD/MH are able to receive appropriate and timely clinical support to meet their needs in the least restrictive setting possible. The program is part of a service network developed through multi-level linkage agreements between agencies and providers (local, statewide,





**Rocky Mountain Human Services**  
**SCOPE OF WORK**  
**Jagger No. SOCSV2024-75064-01**

national); ongoing clinical education and consultation; technical assistance; and data-driven, evidence-informed practices and analyses. In particular, partnerships with WellPower (formerly Mental Health Center of Denver), Denver Health, and Denver Public Schools are highly anticipated and considered critical to the success of the Denver START program.

Denver START coordinators or other qualified Denver START staff may be asked to execute trainings with essential community partners as appropriate, including DHS staff, for the long-term benefit and the well-being of Denver residents with I/DD. Any training opportunities will be discussed between Contractor, NCSS, and DHS to determine priority and ensure direct services to Denver START clients are not impeded.

*NCSS collaboration*

The National Center for START Services (NCSS) serves as an integral partner in the development and implementation of the model in the Denver community. Contractor will develop a collaborative, learning-based partnership with NCSS. Contractor input is essential to ensure that the national model can adapt within the local program to meet the unique needs of the citizens of Denver. Contractor is expected to regularly share performance updates and necessary client data with both DHS and NCSS as needed for the successful delivery of services under this apprenticeship model.

The Parties (Denver START & NCSS) agree to not disclose confidential client information, including protected health information (PHI), or personally identifiable information (PII), or substance use disorder treatment information, information regarding public assistance, benefits, physical health, mental health, child welfare, or other records created or collected in the course of serving a client, except as required or allowed by law, or with the client's permission or the permission of their parent or legal guardian, or pursuant to a lawful court order, and only then will the Parties disclose information in compliance with all applicable federal, state, and local laws, regulations, ordinances, including but not limited to the Health Insurance Portability and Accountability Act (HIPPA), the Health Information Technology for Economic and Clinical Health Act (HITECH), the Colorado Children's Code Title 19, 42 CFR Part 2.

NCSS provides START Coordinator training and certification, including facilitation of the Coordinator Training Group. Contractor will coordinate with NCSS staff on remote trainings and coaching, as well as plans for on-site visits, with consideration for public health guidance and staff/client safety. Additionally, NCSS monitors Contractor's program implementation and will evaluate the program for START certification.

Contractor participation in the START model with NCSS through this Agreement includes access to, but is not limited to:

- NCSS coaching and office hours
- National Online Training Series
  - Access to the related fiscal year START National Online Training Series



**Rocky Mountain Human Services**  
**SCOPE OF WORK**  
**Jagger No. SOCSV2024-75064-01**

- Participation in relevant START Practice Groups
- Web-based training for all Denver START team users for data collection and logins for/ access to the national START database (i.e., START Information Reporting System “SIRS”) database.

Contractor is expected to execute a Business Associate Agreement (BAA) with NCSS, and will enter data identified through unique identification numbers, **timely** into the SIRS database for NCSS review of service development, local trends, and subsequent reporting to DHS. As this is an apprenticeship model, some HIPAA protected information may need to be exchanged either through data tracked in the national database or during NCSS coaching. However, the majority of PII is expected to be maintained and protected by the Contractor at the local program level.

*Denver START Advisory Council*

Contractor will form a Denver START Advisory Council, given the wide spectrum of individuals needing services, the changing landscape with regard to research and training, and the commitment to success across providers and systems.

Contractor will recruit and seat key stakeholders they identify as critical partners for program success, which may include, but is not limited to: persons with lived experience with IDD/MH, parents/caregivers of children/youth with IDD/MH, WellPower, Denver Health nurse coordinators for people with complex needs, Colorado Crisis Services, primary health care, emergency medicine, law enforcement, housing, I/DD and/or mental and behavioral health residential service providers, JFK Partners, Children’s Hospital of Colorado, Denver Public Schools, DHS Child Welfare, Adult Protective Services, and other community-based resources. Contractor will ensure they have a broad representation to center a whole-person approach to program implementation. Members of the START Advisory Council shall help support the establishment of formal and informal linkage agreements through their professional and technical expertise in the community.

*Denver START Clinical Team certification*

START Coordinator Certification for Contractor staff occurs upon completion of didactic training and Coordinator Training Group, proven competence in several domains including development of a cross systems crisis plan, case presentation and a START comprehensive service evaluation, crisis contacts, and trainings. Participants will receive a certificate recognizing their status as a certified START Coordinator and are anticipated to have continued access to the START national online training series and practice groups.

*Denver START program certification*

Contractor will be evaluated by NCSS for formal START program certification towards the end of this contract term. It is expected Contractor will monitor the Denver START



**Rocky Mountain Human Services**  
**SCOPE OF WORK**  
**Jaggaer No. SOCSV2024-75064-01**

program's progress towards certification in partnership with NCSS and will transparently provide periodic updates on their status to DHS through check-ins or reports.

*Language Action Plan*

By July 31, 2025, Contractor will develop and implement a language access plan based on guidance from the Denver Department of Human Rights and Community Partnerships (HRCP) to ensure that Mill Levy Program service offerings are communicated effectively and equitably with Limited English Proficient (LEP) residents through the reasonable provision of language access services, per Denver Executive Order No 150.

*DHS collaboration*

Contractor will have at least monthly check-ins with DHS either by remote video conference, phone call, or email to track overall progress toward goals outlined in this Services section. Contractor will stay in close communication with DHS staff liaison and will keep DHS apprised of any hurdles to success they identify throughout the local Denver START program development, training, and certification process.

Contractor's program development should align with DHS's commitment to diversity, equity, access, inclusion, and transparency.

#### **IV. Administrative Requirements**

##### **A. Policies & Procedures**

- a. Contractor shall establish and maintain written policies and procedures to demonstrate compliance with NCSS guidelines, the Mill Levy Ordinance, and IDDEAS Program Rules. Policies should describe standards, criteria, and procedures related to the purpose of the specific program area and ensure eligible residents have equitable access and efficient processes to benefit from mill levy funding. These policies and procedures shall include, but are not limited to:
  - Denver START Program Eligibility and Residency Verification
  - Referral criteria and process
  - Denver START intake policy and processes
  - Client Services fund management
  - Data management and quality assurance processes
  - Grievance Process
  - Denver START Advisory Council
  - Policy and process for clients who relocate outside of the City after enrollment
  - Additional policies and procedures which may be required upon request by the City
- b. Contractor shall provide to DHS current policies and procedures by December 1, 2024. Subsequently, contractor shall provide any new policies or proposed updates to policies and procedures as part of the quarterly reporting process.



**Rocky Mountain Human Services**  
**SCOPE OF WORK**  
**Jaggaer No. SOCSV2024-75064-01**

Contractor will provide to DHS time-sensitive updates as they arise as needed and upon request.

- c. Contractor shall keep current versions of the Grievance Process posted on Contractor's website, along with any other policies (as identified by the City) that would serve to increase access and utilization of mill levy resources by eligible residents.

**B. Grievance Process**

Contractor is required to develop and maintain a grievance procedure for services delivered through this agreement:

- i. Contractor shall develop and implement a public-facing grievance process which clearly outlines the steps involved in reviewing, addressing, resolving, and documenting grievances which may occur for Services as defined in this Agreement during the term of the contract.
- ii. Contractor shall document this procedure and must receive approval in writing from the DHS program contact for the proposed grievance procedure before it is implemented. This should be prioritized within the first 30 days of beginning services.
- iii. Individuals and families receiving services must be properly notified of the grievance procedure once it is approved. This can be done through the Contractor's website, distribution of printed materials at time of service, or in other ways not yet contemplated, so long as it is accessible to the focus population(s) defined in this Agreement.
- iv. Contractor shall promptly address grievances. The DHS program contact shall be consulted and notified of any grievances that cannot be resolved by the Contractor.
  - 1. For more information on how IDDEAS program handles grievances please see D.R.M.C. Section 53-550 and as detailed in the Rules Governing implementation of the IDDEAS Program document, which can be found on the [www.denvergov.org](http://www.denvergov.org) website under the IDDEAS Program.

**C. Sustainability Plan**

- a. To support continued program growth and sustainability of funding, the Contractor will do the following:
  - i. Contractor will conduct an analysis of community-wide cost-savings the Denver START program creates as a result of:
    - 1. decreased emergency services utilization (which include, but may not be limited to: psychiatric hospitalizations, emergency department visits, and law enforcement involvement) by Denver START clients pre and post enrollment and;



**Rocky Mountain Human Services**  
**SCOPE OF WORK**  
**Jaggaer No. SOCSV2024-75064-01**

- 2. any other measurable client outcomes that result in community-wide cost savings due to increased client stability and decreased need for crisis services.
- ii. Contractor will provide DHS with a mid-term briefing on the progress of this analysis by February 1, 2025, and present a final report on their findings as an addendum to their final annual report and public community meeting.
- b. Contractor will initiate research into developing diversified funding sources for the Denver START program by exploring opportunities through grants, business agreements and/or other collaborations to support the ability to continue programming without dependence on Mill Levy funding and establish a plan based on the assumption of reduced Mill Levy funding annually up to seven (7) years from the date of this amended Agreement.

**D. Process Measures**

- 1. Contractor will hire essential staff outlined in this Scope of Work and track staff progress toward and achievement of certification of local START provider, including regular updates to DHS on progress towards local program certification.
- 2. Leadership of and/or facilitation of an annual minimum of ten (10) Clinical Education Teams (CETs) and twelve (12) other community-facing meetings, seminars, or trainings under the START model, with an emphasis on building and strengthening linkages with community partners and building capacity within the City and County of Denver to better serve and support individuals with IDD/MH in the community.
- 3. Contractor will convene and maintain a START Advisory Council in alignment with national START guidelines and expectations with the primary purpose of serving as a champion of START within the community, sharing expertise, and providing guidance and feedback on quarterly and annual reports. Contractor will ensure that the START Advisory Council meets at least four (4) times a year at a time and location determined by Contractor.
- 4. Contractor will develop partnerships and/or linkage agreements with essential community partners throughout the contract term. Contractor will document efforts to develop partnerships, linkage agreements, and informal linkages and provide reports on these efforts to DHS on a quarterly basis.
- 5. Contractor, in collaboration with NCSS, will track various process measures, such as:
  - a. Total number of participants;
  - b. Demographics of individuals served;
  - c. Reasons for referral; and
  - d. Cultural and linguistic competency practices as identified in partnership with Contractor and accepted by NCSS and DHS teams, as appropriate.



**Rocky Mountain Human Services  
SCOPE OF WORK  
Jagger No. SOCSV2024-75064-01**

E. Outcome Measures

1. Contractor, in collaboration with NCSS, will track various outcome measures as identified through START best practices and local program needs, such as:
  - a. Emergency service utilization over time, including out of home/out of state placement rates;
  - b. Rates of stabilization following crisis;
  - c. Successful client stabilization as reflected on START plan data
  - d. ;
  - e. Cumulative and monthly enrollment and caseload data to include referrals, enrollment, total program caseload, and total clients disenrolled from the program;
  - f. Increases in community capacity to serve and support Denver residents with I/DD/MH developed through linkages, outreach, and training sessions; and
  - g. Progress towards program certification with full certification anticipated Q1 2025.
2. Contractor will identify, track, and report on any other local data or trends that are deemed critical measures as the local program develops, either through SIRS database reporting or progress reports delivered to DHS.

V. **Performance Management**

A. Performance Management

Monitoring will be performed by the DHS program area and other designated DHS staff throughout the term of the agreement. Contractor may be reviewed for:

1. **Program or Managerial Monitoring:** Review the quality of the services being provided and the effectiveness of those services addressing the needs of the program.
2. **Contract Monitoring:** Review and analysis of current program information to determine the extent to which 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.
3. **Compliance Monitoring:** Ensure that the terms of the contract document are met, as well as Federal, State and City legal requirements, standards and policies.
4. **Financial Monitoring:** 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.



**Rocky Mountain Human Services  
SCOPE OF WORK  
Jagger No. SOCSV2024-75064-01**

**B. Reporting**

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

<b>Report Name</b>	<b>Description</b>	<b>Frequency</b>	<b>Reports to be sent to:</b>
1. Monthly START Information Reporting System (SIRS) Data Input	Contractor will input local case data into the SIRS database timely, utilizing unique ID numbers so that data is de-identified. The national SIRS database captures de-identified health information about individuals receiving START services and has the ability to provide reporting by caseload, by region, and by state.	Monthly– to be submitted by the 15th of the month following the month services were provided.	DHS Program Manager **
2. Enrollment Measures	Total number of clients served to date; Total active caseload; Total number of referrals to date; Total number of referrals that month; Total new enrollments; Summary of referral sources for new enrollments; Total number of clients disenrolled and reasons for disenrolling; Total number of active non-mill levy eligible clients being served.	Monthly– to be submitted by the 15th of the month following the month services were provided	DHS Program Manager **
3. Partnerships and/or Linkage Agreements	Documentation of efforts to develop and maintain partnerships and/or linkages with community partners and summary of outcomes from active linkages related to START referrals and/or community provider capacity building.	Quarterly - to be submitted the last business day of the month following the end of the quarter in which services were provided	DHS Program Manager **
4. Quarterly START	Denver START Data Update with summary information	Quarterly - to be submitted the last	DHS Program Manager **



**Rocky Mountain Human Services**  
**SCOPE OF WORK**  
**Jaggaer No. SOCSV2024-75064-01**

<b>Report Name</b>	<b>Description</b>	<b>Frequency</b>	<b>Reports to be sent to:</b>
Information Reporting System (SIRS) Data Summary	about current caseload, clients, and indicators of program status.	business day of the month following the end of the quarter in which services were provided	
5. Policies and Procedures	Current policies and procedures. Any proposed new, or updated policies and procedures for IDDEAS program documentation and review.	Current – by December 1, 2024. New or updated - Quarterly - to be submitted the last business day of the month following the end of the quarter in which services were provided	DHS Program Manager **
6. Progress towards program certification	Narrative summary of status towards achieving program certification and planned next steps.	Quarterly - to be submitted the last business day of the month following the end of the quarter in which services were provided	DHS Program Manager **
7. Community Events (education, meetings, trainings, CET)	Narrative summary of community events hosted by Denver START during reporting period to include total number of individual attendees, names of organizations in attendance and pre/post survey data from community participants to measure self-reported increase in willingness and confidence to serve clients with IDD/MH.	Quarterly– to be submitted by the 15th of the month following the month services were provided	DHS Program Manager **
8. START Advisory Council	Report to include attendance of council members and guests, and any	Two weeks after council meetings	DHS Program Manager **





**Rocky Mountain Human Services  
SCOPE OF WORK  
Jagger No. SOCSV2024-75064-01**

<b>Report Name</b>	<b>Description</b>	<b>Frequency</b>	<b>Reports to be sent to:</b>
	recommendations made by the council.		
9. Sustainability Plan	Narrative summary of efforts and findings related to developing diversified funding sources for the Denver START program and planned next steps.	Quarterly - to be submitted the last business day of the month following the end of the quarter in which services were provided	DHS Program Manager **
10. Denver START Annual Evaluation Report	Annual evaluation reporting on the development and implementation of the local START program, including process/outcome measures and community impact analysis as well as progress updates on certification. This report will detail progress in developing partnerships and linkages, critical details from Advisory Council engagement, findings learned through community feedback mechanisms and capacity building activities and should include relevant observations and analysis related to overall START support services for Denver clients. Analysis of service outcomes is expected. Contractor will additionally present findings related to the cost-savings analysis referenced in Exhibit A Section IV.C.a.i	4 times, due on or before Sept 30, 2022; Sept 30, 2023; August 31, 2024; and July 30, 2025	Written Annual Evaluation Reports will be sent to DHS Program Manager**  DHS Program Manager** will work with Contractor on report format to best suit contracted services and nimble progress reporting.
11. IDDEAS Advisory Council Presentation	Presentation on activities and services provided to date under the contract term, as well as an indication of	2 times, delivered by November 17, 2023; and June 30, 2025	Presentation materials to be prepared and sent to DHS



**Rocky Mountain Human Services  
SCOPE OF WORK  
Jaggaer No. SOCSV2024-75064-01**

Report Name	Description	Frequency	Reports to be sent to:
	progress towards full program certification.  Contractor will schedule presentation date with DHS Program Manager.		Program Manager** 10 business days prior to presentation date.

\*\* DHS may designate additional staff liaison(s) in addition to the DHS Program Manager.

**VI. DHS funding information:**

- A. **Program Name: IDDEAS Program**
- B. **Funding Source: Mill Levy – Special Revenue**

**VII. Budget**

Invoices and reports shall be completed and submitted on or before the Contractor’s Monthly Expenditure Reports [invoices] shall be submitted no later than the last day of the following month for which the Contractor seeks reimbursement 100% of the time. Contractor shall use DHS’ preferred invoice template, if requested. Invoicing supporting documents must meet DHS requirements.

Unless otherwise instructed, invoices shall be submitted to [DHS\\_Contractor\\_Invoices@denvergov.org](mailto:DHS_Contractor_Invoices@denvergov.org).

	<b>BUDGET (Cost Reimbursement)</b>
	Contract Administration – Financial Services Division 1200 Federal Blvd., Fourth Floor Denver, CO 80204-3221  Phone: 720-944-2233 FAX Phone: 720-944-2224 <a href="mailto:DHS_Contracting_Services@denvergov.org">DHS_Contracting_Services@denvergov.org</a>
Contractor Name: Rocky Mountain Human Services	
Contract Term: September 1, 2021 – June 30, 2025	
Fiscal Term: September 1, 2021 – June 30, 2025	



**Rocky Mountain Human Services  
SCOPE OF WORK  
Jaggaer No. SOCSV2024-75064-01**

Contract Number: <b>202159285-01 ; 2024-75064-01</b>		
Program Name: Denver START Program (I/DD Mental Health Services Pilot)		
<b>Direct costs</b>	<b>Amount</b>	<b>Budget Narrative</b>
START Program Staff (Multiple Staff)	\$3,567,563	<p>Salary costs for multiple Denver START program staff, to be reimbursed at cost with supporting documentation, such as receipt of payroll register documents demonstrating employees' wages and timesheets. PTO payouts to occur in alignment with Denver Human Services' policy and procedure. Reimbursement shall not include pay for bonuses or severance.</p> <p>Titles over the life of the contract may include, but are not limited to:</p> <ul style="list-style-type: none"> <li>-Clinical Director</li> <li>-Program Director</li> <li>-Clinical Team Leader</li> <li>-START Coordinators (pending caseload ratios)</li> <li>-Therapeutic Coach Team Leader</li> <li>-Therapeutic Coaches</li> <li>-Medical Director</li> <li>-Administrative Assistant</li> </ul>
Fringe and Payroll Taxes	\$882,358	Fringe benefits for Denver START program staff including payroll taxes and all standard benefits (health, vision, dental, workers' compensation, disability insurance, 403(b) contribution), employer portion to be reimbursed at cost.
Staff Development & Training	\$16,735	License renewals, credentialing expenses, staff meetings and continuing education/training, materials, registration fees and related costs for Denver START program staff outside of START training and certification, to be reimbursed at cost upon submission of invoices/receipts, proof of payment, and submission of certificates or other proof of attendance. Expenditures



**Rocky Mountain Human Services**  
**SCOPE OF WORK**  
**Jaggaer No. SOCSV2024-75064-01**

		may include up to \$30 per annum per fully dedicated, full time equivalent START program staff for food and beverage to be served as refreshments at formal trainings and/or other functions/events intended to further Denver START program objectives. Food and beverage expenditures must strictly exclude alcohol, tobacco, or tobacco products and/or marijuana or marijuana products. Proper documentation of attendees and event/function purpose must be included as back up.
Technology & communications	\$59,415	Purchase of computer equipment as well as cellular phone devices, service fees, and other maintenance costs for technological items assigned to Denver START program staff and other equipment, including scanners, printers (stationary and portable) computer network, hardware and software, and peripherals. The cost to rent or purchase equipment or service existing equipment, including warranties applicable to the current term of this contract, to be reimbursed at cost upon submission of invoices/receipts and proof of payment.
Other Direct Costs	\$56,407	Direct costs for other program-specific expenses, including office supplies and program consultation outside of NCSS to be reimbursed at cost upon submission of invoices/receipts and proof of payment. Other direct program expenses which cannot be categorized as office supplies or program consultation may be reimbursed only with pre-approval from DHS.
Travel	\$84,877	Personal vehicle mileage reimbursed at the standard IRS rate at the time of travel, to be reimbursed upon receipt of mileage records demonstrating start and end locations



**Rocky Mountain Human Services**  
**SCOPE OF WORK**  
**Jaggaer No. SOCSV2024-75064-01**

		<p>including zip codes, date, and reason for trip.</p> <p>Additional program-related travel expenses including travel to seminars or conferences, to include, but not limited to fees for Start National Training Institute (SNTI) conference for years 1, 2, 3, and 4 including conference registration fees, lodging, airfare or other transportation costs, travel insurance for flights. Reimbursement of public transportation and ride share services, parking and toll costs associated with program-related travel to be reimbursed at cost.</p> <p>Travel expenses may be reimbursed once the travel occurs, with travel itinerary and supportive materials such as invoices/ receipts, conference schedules, and proof of payment.</p> <p>Per diems for travel will be reimbursed based on standard IRS guidelines at the time of travel. Tips are capped at 20% and expenses should follow IRS guidelines regarding travel.</p>
<p>Outreach</p>	<p>\$21,467</p>	<p>Outreach materials and activities, including but not limited to professional marketing services, social media postings and advertisements, brochures and printing services, promotional materials, and reasonable food and beverage purchases to be reimbursed at cost with invoices/receipts and proof of payment.</p>
<p>Client services/support needs</p>	<p>\$190,772</p>	<p>Funds to ensure client services/supports needs are met in fulfillment of START crisis support and individualized crisis planning, could include but is not limited to: basic needs such as food, clothing, communication devices, sensory sensitivity</p>



**Rocky Mountain Human Services  
SCOPE OF WORK  
Jaggaer No. SOCSV2024-75064-01**

		tools, durable medical equipment, essential services not covered by other funding sources, education needs, healthcare, therapeutic and interpretation services and supports, social and recreational supports, trainings for individuals, caregivers, and/or natural support persons. Items generally not covered by other funding sources due to gaps in services or benefits coverage; to be reimbursed at cost with invoices/receipts and proof of payment and proof of delivery.
Professional services	\$2,861	Purchases of professional services to support client access, participation, health, and wellbeing, including but not limited to interpretation services, occupational therapy, speech services, evaluations through primary care physicians, etc. Backup will include invoice/ receipt from vendor or provider and proof of payment.
<b>Total Direct Costs</b>	<b>\$4,882,455</b>	
<b>Indirect Cost</b>	<b>\$817,811</b>	Actual cost not to exceed 16.75% of total direct costs over the term of the agreement including payroll fees, IT technology costs and depreciation
<b>Contract Total Amount</b>	<b>\$5,700,266</b>	

<b>Contract Version</b>	<b>Contract Term</b>	<b>Fiscal Term</b>	<b>Previous Amount</b>	<b>Additional Amount</b>	<b>New Contract Total</b>
<b>Base</b>	1/1/2021-8/31/2024	1/1/2021-8/31/2024	\$0	\$5,663,846	\$5,663,846
<b>1<sup>st</sup> Amendment</b>	1/1/2021-6/30/2025	1/1/2021-06/30/2025	\$5,663,846	\$36,420	\$5,700,266



**Rocky Mountain Human Services**  
**SCOPE OF WORK**  
**Jaggaer No. SOCSV2024-75064-01**

**VIII. 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.



**Rocky Mountain Human Services  
SCOPE OF WORK  
Jagger No. SOCSV2024-75064-01**

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.





**Rocky Mountain Human Services**  
**SCOPE OF WORK**  
**Jaggaer No. SOCSV2024-75064-01**

- 2.06 "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.
- 2.07 "Designated Record Set" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.
- 2.08 "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45 CFR §160.103.
- 2.09 "Health Care Operations" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.
- 2.10 "Immediately" where used here shall mean within 24 hours of discovery.
- 2.11 "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 2.12 "Parties" shall mean "CONTRACTOR" and "CITY", collectively.
- 2.13 "Physical Safeguards" are physical measures, policies, and procedures to protect CONTRACTOR's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.
- 2.14 "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 2.15 "Protected Health Information" or "PHI" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.
- 2.16 "Required by Law" shall have the meaning given to such term under the HIPAA Privacy Rule at 45 CFR §164.103.
- 2.17 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 2.18 "Security Incident" means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by CONTRACTOR.
- 2.19 "The HIPAA Security Rule" shall mean the Security Standards for the Protection of electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.



**Rocky Mountain Human Services  
SCOPE OF WORK  
Jagger No. SOCSV2024-75064-01**

- 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.



**Rocky Mountain Human Services**  
**SCOPE OF WORK**  
**Jaggaer No. SOCSV2024-75064-01**

- 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.



**Rocky Mountain Human Services  
SCOPE OF WORK  
Jagger No. SOCSV2024-75064-01**

4.03 CONTRACTOR shall immediately report to CITY any Security Incident of which it becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI as described in 5. BREACH DISCOVERY AND NOTIFICATION below and as required by 45 CFR §164.410.

**5. BREACH DISCOVERY AND NOTIFICATION.**

5.01 Following the discovery of a Breach of Unsecured PHI, CONTRACTOR shall notify CITY of such Breach, however, both parties may agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR §164.412.

5.01.1 A Breach shall be treated as discovered by CONTRACTOR as of the first day on which such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR.

5.01.2 CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have been known, to any person who is an employee, officer, or other agent of CONTRACTOR, as determined by the federal common law of agency.

5.02 CONTRACTOR shall provide the notification of the Breach immediately to the CITY DHS Executive Director or other designee.

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

5.03 CONTRACTOR'S notification shall include, to the extent possible:

5.03.1 The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;

5.03.2 Any other information that CITY is required to include in the notification to each Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify CITY, or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR §164.410 (b) has elapsed, including:

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);



**Rocky Mountain Human Services  
SCOPE OF WORK  
Jaggaer No. SOCSV2024-75064-01**

- 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.**



**Rocky Mountain Human Services  
SCOPE OF WORK  
Jagger No. SOCSV2024-75064-01**

- 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.**



**Rocky Mountain Human Services  
SCOPE OF WORK  
Jaggaer No. SOCSV2024-75064-01**

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

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

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