

AGREEMENT

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, (the “City”), for itself and on behalf of the Department of Human Services (“DHS”), and **ROCKY MOUNTAIN HUMAN SERVICES**, a Colorado nonprofit, whose address is 9900 East Iliff Avenue, Denver, Colorado 80231 (the "Contractor" or “RMHS”), individually a “Party” and collectively “the Parties.”

RECITALS

WHEREAS, subject to annual appropriations by the Colorado General Assembly, the Colorado Department of Health Care Policy and Financing (“CO-HCPF”), pursuant to Colo. Rev. Stat. §§ 25.5-10-201, *et seq.*, provides funds to community centered boards to provide or purchase authorized services and supports for individuals with intellectual and developmental disabilities.

WHEREAS, the Contractor has been designated by CO-HCPF as the Community Centered Board serving the City and County of Denver (“Denver CCB”) and as a Case Management Agency. As the Denver CCB, Contractor receives federal and state funds annually under an agreement with the State of Colorado, as amended, (the “Contractor’s State CCB Contract”) to provide or purchase authorized services and supports to individuals with intellectual and developmental disabilities.

WHEREAS, Colo. Rev. Stat. § 25.5-10-206(6) provides that boards of county commissioners may levy up to a total of one (1) mill in property taxes to also purchase services and supports for individuals with intellectual and developmental disabilities.

WHEREAS, in 2017, the City, under authority of Ord. No. 20161071, Series of 2017, codified § 53-550 in the Denver Revised Municipal Code (“D.R.M.C.”) Section 53-550 authorizes a mill levy for the purchase of services for eligible individuals, designates the permitted uses of the funds, establishes a residency requirement for beneficiaries of the revenue, limits administrative and overhead costs, and requires an annual report from the Denver CCB to the Denver City Council.

WHEREAS, in accordance with §§ 53-550, D.R.M.C., and as set forth in this Agreement, the City desires to obtain services and supports from the Contractor, acting as the Denver CCB, for children and adults with intellectual and developmental disabilities who are residents of Denver.

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 City and the Contractor incorporate the recitals set forth above and agree as follows:

- 1. COORDINATION AND LIAISON**: The Contractor shall fully coordinate all services and obligations under the Agreement with the Executive Director of the Department of Human Services (“Director”) or the Director’s designee. Unless directed otherwise by the City, all authorizations or approvals required herein may be delegated to the Director’s designee.
- 2. SERVICES TO BE PERFORMED**: In addition to all other obligations required by law, and subject to the terms and conditions of this Agreement, the Contractor shall diligently undertake, perform, provide, and supply all services, tasks, deliverables, performance measures, and activities necessary or authorized to supply services and supports for individuals with intellectual and developmental disabilities residing in Denver as set forth in this Agreement and its **Exhibit A**, the Scope of Work (collectively, the “Services”). The Contractor shall maintain personal and organizational knowledge

of current and updated federal, state, and local laws, rules, regulations, executive orders, or other regulatory requirements concerning the delivery of the Services and any other performance obligations under this Agreement. The Contractor shall faithfully perform or supply the Services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

3. **TERM:** This Agreement will commence on January 1, 2024, and will expire, unless sooner terminated, on December 31, 2027 (the “Term”). 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. If this Agreement approaches the end of its Term, or any Extension Term then in place, the City, at its discretion, upon written notice to the Contractor as provided herein, may unilaterally extend the Term or Extension Term for up to three successive periods of one month each (an “Extension Term”). The provisions of this Agreement in effect when such notice is given shall remain in effect during the Extension Term. The Extension Term shall automatically terminate upon execution of a replacement contract or modification extending the total Term of this Agreement.

4. **COMPENSATION AND PAYMENT**

4.1. **Budget:** The City shall pay, and the Contractor shall accept as the sole compensation for services rendered and costs incurred and paid under this Agreement payment not to exceed the line budget amounts set forth in **Exhibit A**.

4.2. **Reimbursable Expenses:** There are no reimbursable expenses allowed under this Agreement. All the Contractor’s expenses are contained in the budget in **Exhibit A**. The City will not be obligated to pay the Contractor for any other fees, costs, expenses, or charges of any nature that may be incurred and paid by the Contractor in performing services under this Agreement including but not limited to personnel, benefits, contract labor, overhead, administrative costs, operating costs, supplies, equipment, and out-of-pocket expenses.

4.3. **Invoicing:** The Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City. Invoices shall be accompanied by documentation of expenses for which reimbursement is sought as required by DHS as well as other supporting documentation as required by the City. The City’s Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement. Funds will be disbursed in appropriate monthly increments, upon receipt and approval of the Contractor’s monthly invoices and any City required documents or reports. The Contractor’s invoices will include all appropriate supporting documentation that may be pertinent to the services performed or expenses incurred and paid under this Agreement. The Contractor’s invoices must identify costs and expenses incurred and paid in accordance with the budget contained in **Exhibit A**. Funds payable by the City hereunder shall be distributed to the Contractor on a reimbursement basis only for work performed and expenses incurred and paid during the prior month. Invoices submitted for payment must be received by the Agency as detailed in the attached **Exhibit A** or as directed. Invoices submitted for services rendered that are submitted after such deadline are untimely. Payment for such late-

submitted invoices shall be made only upon a showing of good cause for the late submission. Timesheets must reflect the amount of time, in hours and quarter-hours, attributable to each activity performed under this Agreement. If the Contractor allocates allowable costs to more than one grant, project, or contract, then timesheets must further identify the allocation of allowable costs for each grant, project, or contract.

4.4. Maximum Contract Amount

4.4.1. Notwithstanding any other provision of this Agreement, the City's maximum payment obligation will not exceed One Hundred Eight Million Forty Thousand Seven Hundred Twenty-One Dollars (\$108,040,721.00) (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** or performed outside the Term are performed at the Contractor's risk and without authorization under this Agreement.

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

4.4.3. If, as a result of any audit or program review relating to the performance of the Contractor or its officers, agents or employees under this Agreement, there are any irregularities or deficiencies in any audit or review, then the Contractor will, upon notice from the City, correct all identified irregularities or deficiencies within the time frames designated in the City's written notice. If corrections are not made by such date, then the final resolution of identified deficiencies or disputes shall be deemed to be resolved in the City's favor unless the Contractor obtains a resolution in its favor from the responsible official conducting the audit or review. In any event, the Contractor shall be responsible to indemnify and save harmless the City, its officers, agents, and employees, from and against all disallowed costs. If an audit determines that the City overpaid the Contractor for any reason, the Contractor agrees to promptly refund the City the amount of such overpayment, or at the City's option, the City shall be entitled to offset the amount of such overpayment against future payments owed to the Contractor under this Agreement or any other agreements.

4.5. Mill Levy Funding Restrictions: This Agreement is funded with mill levy dollars pursuant to § 53-550, D.R.M.C., the Developmental Disabilities Mill Levy, as amended. Mill levy dollars are dedicated to provide services and supports for persons with intellectual and developmental disabilities, children up to age five with developmental delays, and persons seeking a developmental disability or delay determination. For all funds provided by the City and all services supplied under this Agreement, the Contractor shall comply with the residency requirements in § 53-550(d), D.R.M.C., and all indirect costs that may be paid by the City pursuant to this Agreement shall not exceed the limit set in § 53-550, D.R.M.C. Notwithstanding

anything to the contrary set forth herein, any provision or budgeted line item within this Agreement or its exhibits that conflict or are contrary to the provisions of § 53-550, D.R.M.C., as amended, shall be *void ab initio*.

5. STATUS OF CONTRACTOR: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever. The Contractor is a corporation and as such is responsible for the operational management, errors and omissions of its employees.

6. TERMINATION OF AGREEMENT

- 6.1.** The City may immediately terminate this Agreement, in whole or in part, if the Contractor's state certification as the Denver CCB or Case Management Agency is suspended or revoked for any reason.
- 6.2.** The City is entering into this Agreement to serve the public interest. If this Agreement ceases to further the City's public interest, the City, in its sole discretion, may terminate this Agreement, in whole or in part, for convenience by giving written notice to the Contractor.
- 6.3.** The City may further terminate this Agreement for cause if the Services or other performance of other obligations under the Agreement are not being satisfactorily performed in accordance with this Agreement. Prior to termination of this Agreement by the City for cause, the City shall notify the Contractor in writing of its intent to terminate the Agreement for cause, identify the deficiencies in the Contractor's performance giving rise to such intent, and shall give the Contractor ninety (90) days to cure such deficiencies before the City may terminate this Agreement for cause.
- 6.4.** Notwithstanding the preceding provisions, the City may by written Notice of Default to the Contractor immediately terminate the whole or part of this Agreement in the event the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.
- 6.5.** Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.
- 6.6.** If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the

City. The Contractor shall mark all copies of work product that are incomplete at the time of termination “DRAFT-INCOMPLETE.”

- 7. EXAMINATION OF RECORDS AND AUDITS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. § 20-276. In addition, the Contractor shall permit public inspection of records involving the Services provided under this Agreement or the expenditure of tax monies received from the City in accordance with the procedures set forth in §§ 24-72-203 and 24-72-205 of the Colorado Open Records Act, C.R.S. §§ 24-72-201, *et seq.*, provided that the Contractor shall not be required to permit such public inspection of records to the extent that such public inspection is prohibited by applicable law.
- 8. LAWSUITS:** If the Contractor is served with a pleading or other document in connection with an official action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect the Contractor’s ability to perform its obligations under this Agreement, the Contractor shall, within seven (7) days after being served, notify the City of such action and deliver copies of such pleading or document to the Director. The Contractor shall not use funds provided under this Agreement to pay for any of its legal fees, costs, or expenses incurred as a result of such legal action or proceeding initiated by or brought against the Contractor (including, but not limited to, administrative actions or proceedings by a governmental entity).
- 9. WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.
- 10. INSURANCE**
- 10.1. General Conditions:** The Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Contractor shall keep the required insurance coverage in force at all times during the term of this Agreement, including any extension thereof, and during any

warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices Section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices Section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. The Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

- 10.2. Proof of Insurance:** The Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. The Contractor certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of the Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
- 10.3. Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), the Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees, and volunteers as additional insured.
- 10.4. Waiver of Subrogation:** For all coverages required under this Agreement, with the exception of Professional Liability – if required, the Contractor's insurer shall waive subrogation rights against the City.
- 10.5. Subcontractors and Subconsultants:** The Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.
- 10.6. Workers' Compensation and Employer's Liability Insurance:** The Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's

Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

10.7. Commercial General Liability: The Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Policy shall not contain an exclusion for sexual abuse, molestation, or misconduct.

10.8. Automobile Liability: The Contractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired, and non-owned vehicles used in performing services under this Agreement.

11. DEFENSE AND INDEMNIFICATION

11.1. The Contractor agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

11.2. The Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. The Contractor’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

11.3. The Contractor shall defend any and all Claims which may be brought or threatened against City and shall pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City will be in addition to any other legal remedies available to City and will not be the City’s exclusive remedy.

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

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

- 12. GOVERNMENTAL IMMUNITY:** In relation to this Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, §§ 24-10-101, *et seq.*, C.R.S.
- 13. TAXES, CHARGES AND PENALTIES:** The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance §§ 20-107, *et seq.*, of the Denver Revised Municipal Code (D.R.M.C.). The Contractor shall promptly pay when due, all taxes, excises, license fees and permit fees of whatever nature applicable to its operations, and to take out and keep current all required licenses or permits, whether municipal, state, or federal, required for the conduct of its business hereunder, and further agrees not to permit any of said taxes, excises or license or permit fees to become delinquent. The Contractor further agrees to furnish the City, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment by the Contractor of all required licenses and permits and all taxes. The Contractor further agrees to pay promptly when due all bills, debts, and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.
- 14. ASSIGNMENT; SUBCONTRACTING:** The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Director's prior written consent; however, the Contractor may subcontract the Services as specified in **Exhibit A** without the prior written approval of DHS. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement by the City. The Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor, or assign.
- 15. INUREMENT:** The rights and obligations of the Parties inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.
- 16. NO THIRD-PARTY BENEFICIARY:** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.
- 17. NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.
- 18. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** This Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior or contemporaneous addition, deletion, or other amendment hereto shall have

any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other Agreement properly executed by the Parties. No oral representation by any officer or employee of the City at variance with the terms and conditions of this Agreement or any written amendment to this Agreement shall have any force or effect nor bind the City. Amendments to this Agreement will become effective when approved by both Parties and executed in the same manner as this Agreement. This Agreement and any amendments shall be binding upon the Parties, their successors and assigns.

- 19. SEVERABILITY:** Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.
- 20. CONFLICT OF INTEREST:** No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. § 2-51, *et seq.*, or the Charter §§ 1.2.8, 1.2.9, and 1.2.12. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.
- 21. NOTICES:** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at: Executive Director, Denver Department of Human Services, 1200 Federal Boulevard, Denver, Colorado 80204; with a copy to: Denver City Attorney's Office, 1437 Bannock St., Room 353, Denver, Colorado 80202. Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.
- 22. DISPUTES:** All disputes of whatsoever nature between the City and the Contractor regarding this Agreement shall be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Director.
- 23. GOVERNING LAW, VENUE:** Each and every term, condition, or covenant herein is subject to and shall be construed in accordance with the provisions of Colorado law, any applicable federal law, the

Charter of the City and County of Denver and the ordinances, regulations, and Executive Orders enacted and promulgated pursuant thereto. Such applicable laws, together with the Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any action arising hereunder shall be in the City and County of Denver, Colorado.

- 24. COMPLIANCE WITH ALL LAWS:** The Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver. These laws, regulations, and other authorities are incorporated by reference herein to the extent that they are applicable and required by law to be so incorporated.
- 25. STATUTES, REGULATIONS, AND OTHER AUTHORITY:** Reference to any statute, rule, regulation, policy, executive order, or other authority means such authority as amended, modified, codified, replaced, or reenacted, in whole or in part, and in effect, including rules and regulations promulgated thereunder, and reference to any section or other provision of any authority means that provision of such authority in effect and constituting the substantive amendment, modification, codification, replacement, or reenactment of such section or other provision, in each case except to the extent that this would increase or alter the Parties respective liabilities under this Agreement. It shall be the Contractor's responsibility to determine which laws, rules, and regulations apply to the services rendered under this Agreement and to maintain its compliance therewith.
- 26. COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.
- 27. LICENSES, PERMITS, AND OTHER AUTHORIZATIONS:** The Contractor shall secure, prior to the Term, and shall maintain, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement. This Section is a material part of this Agreement.
- 28. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

29. NO DISCRIMINATION IN PROGRAM ASSISTANCE: In connection with the performance of work under this Agreement, the Contractor may not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of race, color, religion, national origin, ancestry, gender, age, military status, sexual orientation, gender identity or gender expression, protective hairstyle, marital or domestic partner status, political beliefs or affiliation, familial or parental status—including pregnancy, medical condition, military service, genetic information, disability. The Contractor shall insert the foregoing provision in all subcontracts.

30. FAITH BASED ORGANIZATIONS AND SECTARIAN ACTIVITIES: The Contractor shall not engage in inherently religious activities, such as worship, religious instruction, or proselytizing as part of the programs or services funded under this Agreement.

31. PROTECTED INFORMATION AND DATA PROTECTION

31.1. Compliance with Data Protection Laws: The Contractor shall comply with all applicable laws, rules, regulations, directives, and policies relating to data protection, use, collection, disclosures, processing, and privacy as they apply to the Contractor under this Agreement, including, without limitation, applicable industry standards or guidelines based on the data’s classification relevant to the Contractor’s performance hereunder and, when applicable, the most recent iterations of § 24-73-101, *et seq.*, C.R.S.; § 24-85-103 (2.5), C.R.S.; IRS Publication 1075; the Health Information Portability and Accountability Act (HIPAA); the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all Criminal Justice Information; the Colorado Consumer Protection Act; and the Payment Card Industry Data Security Standard (PCI-DSS), (collectively, “Data Protection Laws”). If the Contractor becomes aware that it cannot reasonably comply with the terms or conditions contained herein due to a conflicting law or policy, the Contractor shall promptly notify the City.

31.2. Personal Information: “PII” means personally identifiable information including, without limitation, any information maintained by the City about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§ 24-73-101, C.R.S. “PII” shall also mean “personal information” as set forth at § 24-73-103(1)(g), C.R.S. If receiving PII under this Agreement, the Contractor shall provide for the security of such PII, in a manner and form acceptable to the City, including, without limitation, City non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, and security audits. In addition, as set forth in § 28-251, D.R.M.C., the Contractor, including, but not limited to, the Contractor’s employees, agents, and subcontractors, shall not collect or disseminate individually identifiable information about the national origin, immigration, or citizenship status of any person, over and above the extent to which the City is required, under this Agreement, to collect or disseminate such information in accordance with any federal, state, or local law.

31.3. Safeguarding Protected Information: “Protected Information” means data, regardless of form, that has been designated as private, proprietary, protected, or confidential by law, policy,

or the City. Protected Information includes, but is not limited to, employment records, protected health information, student records, education records, criminal justice information, personal financial records, research data, trade secrets, classified government information, other regulated data, and PII. Protected Information shall not include public records that by law must be made available to the public pursuant to the Colorado Open Records Act § 24-72-201, *et seq.*, C.R.S. To the extent there is any uncertainty as to whether data constitutes Protected Information, the data in question shall be treated as Protected Information until a determination is made by the City or an appropriate legal authority. Unless the City provides security protection for the information it discloses to the Contractor, the Contractor shall implement and maintain reasonable security procedures and practices that are both appropriate to the nature of the Protected Information disclosed and that are reasonably designed to help safeguard Protected Information from unauthorized access, use, modification, disclosure, or destruction. Disclosure of Protected Information does not include disclosure to a third party under circumstances where the City retains primary responsibility for implementing and maintaining reasonable security procedures and practices appropriate to the nature of the Protected Information, and the City implements and maintains technical controls reasonably designed to safeguard Protected Information from unauthorized access, modification, disclosure, or destruction or effectively eliminate the third party's ability to access Protected Information, notwithstanding the third party's physical possession of Protected Information. If the Contractor has been contracted to maintain, store, or process personal information on the City's behalf, the Contractor is a "Third-Party Service Provider" as defined by § 24-73-103(1)(i), C.R.S., and shall maintain security procedures and practices consistent with §§24-73-101, *et seq.*, C.R.S.

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

31.5. Data Retention, Transfer, Litigation Holds, and Destruction: Using appropriate and reliable storage media, the Contractor shall regularly backup data used in connection with this Agreement and retain such backup copies consistent with the Contractor's data retention policies. Upon termination of this Agreement, the Contractor shall securely delete or securely transfer all data, including Protected Information, to the City in an industry standard format as directed by the City; however, this requirement shall not apply to the extent the Contractor is required by law

to retain data, including Protected Information. Upon the City's request, the Contractor shall confirm the data disposed of, the date disposed of, and the method of disposal. With respect to any data in the Contractor's exclusive custody, the City may request that the Contractor preserve such data outside of its usual record retention policies. The City will promptly coordinate with the Contractor regarding the preservation and disposition of any data and records relevant to any current or anticipated litigation, and the Contractor shall continue to preserve the records until further notice by the City. Unless otherwise required by law or regulation, when paper or electronic documents are no longer needed, the Contractor shall destroy or arrange for the destruction of such documents within its custody or control that contain Protected Information by shredding, erasing, or otherwise modifying the Protected Information in the paper or electronic documents to make it unreadable or indecipherable.

31.6. Software and Computing Systems: At its reasonable discretion, the City may prohibit the Contractor from the use of certain software programs, databases, and computing systems with known vulnerabilities to collect, use, process, store, or generate data and information, with Protected Information, received as a result of the Contractor's services under this Agreement. The Contractor shall comply with all requirements, if any, associated with the use of software programs, databases, and computing systems as reasonably directed by the City. The Contractor shall not use funds paid by the City for the acquisition, operation, or maintenance of software in violation of any copyright laws or licensing restrictions. The Contractor shall maintain commercially reasonable network security that, at a minimum, includes network firewalls, intrusion detection/prevention, enhancements, or updates consistent with evolving industry standards, and periodic penetration testing.

31.7. Background Checks: The Contractor will ensure that, prior to being granted access to Protected Information, the Contractor's agents, employees, subcontractors, volunteers, or assigns who perform work under this Agreement have all undergone and passed all necessary criminal background screenings, have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement and Data Protection Laws, and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the data.

31.8. Subcontractors and Employees: If the Contractor engages a subcontractor under this Agreement, the Contractor shall impose data protection terms that provide at least the same level of data protection as in this Agreement and to the extent appropriate to the nature of the services provided. The Contractor shall monitor the compliance with such obligations and remain responsible for its subcontractor's compliance with the obligations of this Agreement and for any of its subcontractors acts or omissions that cause the Contractor to breach any of its obligations under this Agreement. Unless the Contractor provides its own security protection for the information it discloses to a third party, the Contractor shall require the third party to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the Protected Information disclosed and that are reasonably designed to protect it from unauthorized access, use, modification, disclosure, or destruction. Any term or condition within this Agreement

relating to the protection and confidentiality of any disclosed data shall apply equally to both the Contractor and any of its subcontractors, agents, assigns, employees, or volunteers. Upon request, the Contractor shall provide the City copies of its record retention, data privacy, and information security policies.

31.9. Security Breach: If the Contractor becomes aware of an unauthorized acquisition or disclosure of unencrypted data, in any form, that compromises the security, access, confidentiality, or integrity of Protected Information or data maintained or provided by the City (“Security Breach”), the Contractor shall notify the City in the most expedient time and without unreasonable delay. The Contractor shall fully cooperate with the City regarding recovery, lawful notices, investigations, remediation, and the necessity to involve law enforcement, as determined by the City and Data Protection Laws. The Contractor shall preserve and provide all information relevant to the Security Breach to the City; provided, however, the Contractor shall not be obligated to disclose confidential business information or trade secrets. The Contractor shall indemnify, defend, and hold harmless the City for any and all claims, including reasonable attorneys’ fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the City in connection with a Security Breach or lawful notices.

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

32. PROTECTED HEALTH INFORMATION: The Contractor shall comply with all legislative and regulatory requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); the Health Information Technology for Economic and Clinical Health Act (“HITECH”); 42 CFR Part 2; the privacy standards adopted by the U.S. Department of Health and Human Services, as amended, 45 C.F.R. parts 160 and 164, subparts A and E; and the security standards adopted by the U.S. Department of Health and Human Services, as amended, 45 C.F.R. parts 160, 162 and 164, subpart C (collectively, “HIPAA Rules”). The Contractor shall implement all necessary protective measures to comply with HIPAA Rules, and the Contractor hereby agrees to be bound by the terms of the Business Associate Agreement attached hereto and incorporated herein by reference as **Exhibit B**. The Contractor shall not use protected health information or substance use treatment records except

as legally necessary to fulfill the purpose of this Agreement and shall hold the City harmless, to the extent permitted by law, for any breach of these regulations. This Section shall survive the expiration or earlier termination of this Agreement, and the Contractor shall ensure that the requirements of this Section are included in any relevant subcontracts.

33. CONFIDENTIAL INFORMATION

33.1. “Confidential Information” means all information or data, regardless of form, not subject to disclosure under the Colorado Open Records Act, § 24-72-201, *et seq.*, C.R.S. (“CORA”), and is marked or identified at the time of disclosure as being confidential, proprietary, or its equivalent. Each of the Parties may disclose (a “Disclosing Party”) or permit the other Party (the “Receiving Party”) access to the Disclosing Party’s Confidential Information in accordance with the following terms. Except as specifically permitted in this Agreement or with the prior express written permission of the Disclosing Party, the Receiving Party shall not: (i) disclose, allow access to, transmit, transfer or otherwise make available any Confidential Information of the Disclosing Party to any third party other than its employees, Subcontractors, agents and consultants that need to know such information to fulfill the purposes of this Agreement, and in the case of non-employees, with whom it has executed a non-disclosure or other agreement which limits the use, reproduction and disclosure of the Confidential Information on terms that afford at least as much protection to the Confidential Information as the provisions of this Agreement; or (ii) use or reproduce the Confidential Information of the Disclosing Party for any reason other than as reasonably necessary to fulfill the purposes of this Agreement. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The City will retain all right, title, and interest in its Confidential Information.

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

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

33.4. Nothing in this Agreement shall in any way limit the ability of the City to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including Confidential Information, may be subject to CORA. In the event of a request to the City for disclosure of possible confidential materials,

the City shall advise the Contractor of such request to give the Contractor the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If the Contractor objects to disclosure of any of its material, the Contractor shall identify to the City the legal basis under CORA for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Contractor agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the City will tender all material to the court for judicial determination of the issue of disclosure. The Contractor further agrees to defend, indemnify, and save and hold harmless the City, its officers, agents, and employees, from any claim, damages, expense, loss, or costs arising out of the Contractor's intervention to protect and assert its claim of privilege against disclosure under this Section, including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs, and damages that the City may incur directly or may be ordered to pay.

34. INTELLECTUAL PROPERTY RIGHTS: The City and the Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, drawings, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary and final forms and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Materials are a "work made for hire," and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Contractor hereby sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark, and other intellectual property rights in perpetuity.

35. PROHIBITED TERMS: Any term or condition that requires the City to indemnify or hold the Contractor harmless; requires the City to agree to binding arbitration; requires the City to obtain certain insurance coverage; limits the Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be *void ab initio*. Any agreement containing a prohibited term shall otherwise be enforceable as if it did not contain such term or condition, and all agreements entered into by the City, except for certain intergovernmental agreements, shall be governed by Colorado law notwithstanding any term or condition to the contrary.

36. DEBARMENT AND SUSPENSION: The Contractor acknowledges that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency, or political subdivision of the State of Colorado. The Contractor shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

- 37. LEGAL AUTHORITY:** The Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement. The person or persons signing and executing this Agreement on behalf of the Contractor, do hereby warrant and guarantee that he/she or they have been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions herein set forth.
- 38. NO CONSTRUCTION AGAINST DRAFTING PARTY:** Each of the Parties acknowledge that each of them and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against any Party merely because this Agreement or any of its provisions, have been prepared by a particular Party.
- 39. SURVIVAL OF CERTAIN AGREEMENT PROVISIONS:** The Parties understand and agree that all terms, conditions and covenants of this Agreement, together with the exhibits and attachments hereto, if any, any or all of which, by reasonable implication, contemplate continued performance or compliance beyond the expiration or termination of this Agreement (by expiration of the term or otherwise), shall survive such expiration or termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Contractor's obligations for the provision of insurance, for indemnity to the City, for the return of unused supplies, and for preserving confidentiality of trade secrets and other information shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
- 40. INUREMENT:** The rights and obligations of the Parties shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.
- 41. TIME IS OF THE ESSENCE:** The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
- 42. ORDER OF PRECEDENCE:** In the event of any conflicts between the provisions in the body of this Agreement and the Exhibits, the provisions in the body of this Agreement shall control. For the avoidance of doubt, no subsequent document, order form, invoice, or quote issued by the Contractor to the City shall be binding on the City or take precedence over the terms of the body of this Agreement regardless of any term contained therein to the contrary.
- 43. PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only and shall not be construed to define or limit the terms and provisions of the Agreement.
- 44. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.
- 45. CITY EXECUTION OF AGREEMENT:** This Agreement is expressly subject to, and shall not be or become effective or binding on the City until it has been approved by the Denver City Council and fully executed by the City and County of Denver.

- 46. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** The Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
- 47. ATTACHED EXHIBITS INCORPORATED:** The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A**, Scope of Work; **Exhibit B**, HIPAA/HITECH BAA; and **Exhibit C**, Certificate of Insurance.

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Contract Control Number: SOCSV-202370397-00
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

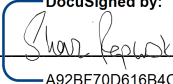
By:

By:

By:

Contract Control Number:
Contractor Name:

SOCSV-202370397-00
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)

Jaggaer No. SOCSV202370397-00

SCOPE OF WORK

A. Overview

Contractor Name:	Rocky Mountain Human Services (RMHS)
Program Name:	RHMS Mill Levy Program
Physical Address:	9900 East Iliff Avenue Denver, CO 80231
Website:	www.rmhumanservices.org
Services Summary:	Provision of services and support for Denver residents with intellectual and developmental disabilities and delays. <ul style="list-style-type: none"> • Service Coordination • Assessment & Evaluations • Clinical Services • Program Management • Subcontract Monitoring
Department:	Department of Human Services
Program:	Intellectual and Developmental Disabilities Equitable Access to Services (IDDEAS) Program

B. Background and Purpose

Rocky Mountain Human Services (Contractor), as the state-designated Community Centered Board (CCB) and Case Management Agency (CMA) for the City and County of Denver, is the fundamental access point for developmental disability and delay determination, early intervention, family support services and enrollment, and coordination of Medicaid Waiver services for Denver residents with intellectual and developmental disabilities (I/DD). As such, they are a key partner in developing programming and expending local taxpayer funds to further address access barriers and service gaps for the benefit and wellbeing of eligible Denver residents as defined by Intellectual and Developmental Disabilities Equitable Access to Services (IDDEAS) Program rules and in accordance with Denver Revised Municipal Code (D.R.M.C.) Section 53-550 – Developmental disabilities mill levy.

C. Target Population(s) and Eligibility Criteria

a. Target Populations

- i. Infants and children ages 0-5 who have a documented developmental delay, are eligible for special education services, or have a medical diagnosis known to result in developmental delays, and who are Denver residents.
- ii. Denver residents ages 5 and older who have been determined to have an I/DD by a state-designated CMA, including school-age children, transitioning young adults, adults, and aging adults.

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- iii. Denver residents seeking a determination of developmental delay or I/DD who have begun the application process through a CCB or CMA.

b. Eligibility Criteria

- i. Contractor shall provide services, as detailed in this Agreement, to individuals that meet funding eligibility criteria. To qualify for services, supports, and benefits under this program, an individual must meet eligibility requirements as required by 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 website under the IDDEAS Program.
- ii. Contractor shall provide services to eligible Denver residents regardless of their service status (currently accepting services, waiting for services, seeking services, and/or declining other services, etc.).
- iii. Contractor can and shall provide services to eligible Denver residents who do not qualify for state and/or federal programs due to resource limits, legal residency status, and/or other unique circumstances.

D. Services

a. Mill Levy Service Coordination

- i. Mill Levy Service Coordination activities ensure that eligible residents ages 5 and older are supported in accessing any mill levy funded services and programs, including those provided by Contractor. Contractor shall provide service coordination activities not otherwise covered through Medicaid, state, and/or federal program funds to eligible Denver residents during the referral, intake, enrollment, service coordination, and mill levy coordination processes.
- ii. Activities may include:
 - Receiving inquiries regarding I/DD-related services and resources and providing information about I/DD programs and services.
 - Determining whether eligible residents are seeking I/DD services, other Medicaid Waiver services, and/or need other community resources.
 - Completing intake and referral tasks for residents seeking eligibility by gathering necessary information to proceed with applying for and being determined eligible for I/DD services.
 - Assessing needs not met through existing federal, state, and/or locally funded or administered programs or resources, including Medicaid.
 - Developing and authorizing Mill Levy Support Plans (MLSP) to meet unmet needs and provide gap services during the pre-enrollment period, reduce waiting periods, and/or provide service levels beyond state funding.
 - Facilitating, reviewing, and submitting Client and Family Directed Funds (CFDF) Individual Requests.
 - Coordinating with external agencies to promote identification of eligible clients and to ensure efficient access to Contractor programs.

b. Early Intervention

- i. *Early Intervention Service Coordination* – Early Intervention (EI) Service Coordination activities ensure that eligible residents age 0 through 3rd birthday are supported in accessing any mill levy funded services and programs, included those provided by Contractor. Contractor shall provide service coordination activities not covered

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through Medicaid, state, and/or other funds to eligible Denver residents during the referral, intake, and enrollment processes.

- Activities may include:
 - Assessing needs not met through existing federal, state, and/or locally funded or administered programs or resources, including Medicaid.
 - Developing and authorizing Mill Levy Support Plans (MLSP) to meet unmet needs and providing gap services during the pre-enrollment period, reducing waiting periods, and/or providing service levels beyond state funding.
 - Facilitating, reviewing, and submitting Client and Family Directed Funds (CFDF) Individual Requests.
 - Coordinating with external agencies to promote identification of eligible clients and ensuring efficient access to Contractor programs.
- ii. *Early Intervention Evaluation* – Mill Levy EI Evaluation activities ensure that eligible residents are supported in accessing any mill levy funded services and programs, including those provided by Contractor. Contractor shall provide intake activities and evaluations not covered through state EI program funds to eligible Denver residents during the intake and evaluation processes.
 - Activities may include:
 - Receiving inquiries regarding I/DD-related services and resources and providing information about I/DD programs and services.
 - Completing intake activities by gathering necessary information to proceed with applying for and being determined eligible for EI services.
 - Providing necessary clinical services that are not fully funded by the Colorado EI Evaluation Program.
- iii. *Early Intervention Children’s Clinical – Internal Providers*
 - Contractor’s internal providers shall provide clinical assessments and diagnostic evaluations to children eligible for EI services to ensure access to best practice clinical services that are not covered, or are only partially covered, by Medicaid or private insurance.
 - Services may include:
 - Any needed services that exceed limits set by other payers;
 - Home-based services;
 - Care coordination intended to increase the quality of care and support best practices; and
 - A transdisciplinary team model approach to service delivery.
- iv. *Early Intervention Children’s Clinical Subcontractors* – Contractor, through subcontracted providers, shall provide clinical assessments and diagnostic evaluation to children eligible for EI services to ensure access to best practice clinical services that are not covered, or are only partially covered, by Medicaid or private insurance.
 - Services may include:
 - Any needed services that exceed limits set by other payers;
 - Home-based services;

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- Care coordination intended to increase the quality of care and support best practices; and
- A transdisciplinary team model approach to service delivery.

c. Early Intervention (EI) - Denver

- i. Contractor shall provide services to children that need Early Intervention (EI) services, including service gaps as described below, but are not able to receive these services through other programs, including the state-funded EI Program.
- ii. Areas of staff support include:
 - *Non-EI Children's Clinical* - Connects children over the age of 3 in need of clinical assessment and/or diagnostic evaluations and testing and reduces long waiting periods for children in Denver.
 - *Transition Home* - Provides gap services to infants discharged from a Neonatal Intensive Care Unit (NICU) to home. While these infants are categorically eligible for State EI services, there is typically a delay from the NICU discharge date to the date those services begin.
 - *Denver Early Steps (DES)* - DES provides support services for families and children ages 0-5 with developmental delays that do not meet the narrow eligibility requirements under the State's current EI program or need additional services and supports that are not covered under the State's current EI program. DES provides services that are proactive and preventative that empower these families with tools for success and support child development during the child's early years when timely support is critical. DES services may include:
 - Developmental screenings
 - Developmental monitoring
 - Service coordination
 - Resource coordination
 - Direct services
 - Group therapy
 - Autism diagnostics for non-EI children

d. Client and Family Directed Funds

- i. Contractor shall secure services, supports, or goods as deemed necessary to support the well-being of the eligible resident including, but not limited to, direct purchases, vendor and provider agreements, and subcontracts for goods and ongoing services and supports to meet individual needs. Contractor shall provide access to Client and Family Direct Funds (CFDF) through *Individual Requests* and/or *Mill Levy Support Plans*.
- ii. *Individual Requests* are unique requests that are specific to an individual's need and demonstrate a benefit to the eligible resident and their wellbeing.
 - All fulfilled requests must be in line with Contractor's approved policies and procedures regarding the use of CFDF.
 - Requests can be for short-term or ongoing benefit if the need continues to be unfunded or underfunded by another resource.
 - Requests may include the purchase of goods and/or services, including capital improvements for environmental interventions.

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- Contractor may purchase tangible personal property or reasonable construction services for the use and benefit of eligible residents, provided that such expenditures are in accordance with all contract terms and policies and procedures approved by DHS.
 - Upon delivery or receipt by an eligible resident, goods purchased on their behalf shall transfer into the ownership of the said resident.
 - *Individual Requests* may be fulfilled when:
 - The request cannot be fulfilled, or is only partially fulfilled, through a non-mill levy funding source because of insufficient funding or restrictions.
 - There exists a waiting list or significant delay by non-mill levy funding sources to meet the request.
 - The eligible resident requests temporary gap services and/or supports during intake, pre-enrollment periods or transition periods between programs.
 - The request augments an eligible resident's access to Medicaid and state program funds (i.e., home modifications). This shall not denote co-mingling funds, but rather a strategic approach to ensure clients' health, safety, welfare, and ability to function with greater independence in their daily life.
 - The request augments an eligible resident's safety, wellbeing, and/or physical, mental, social, and emotional health.
- iii. *Mill Levy Support Plans (MLSP)* provide additional, often ongoing, services that are unfunded or underfunded by Medicaid or other resources. These services are patterned after those provided in Home and Community-Based Services (HCBS) waivers and state-funded I/DD programs.
- Contractor shall offer MLSP to eligible residents who receive other Contractor services during their annual service planning meeting and/or as needs change for the eligible resident during the year.
 - Eligible residents who do not receive other Contractor services, may access *MLSP* through the RMHS Mill Levy Access Coordinator.
 - Contractor shall ensure that the rate for services provided through a MLSP are consistent with current Medicaid or third-party rates for a similar service.
 - When new service offerings are being considered for MLSP, Contractor must submit information regarding the service(s) with supporting rate methodology to the IDDEAS Program Manager for approval before implementing the new service.

e. Community Initiatives

- i. Contractor shall provide funding opportunities to community agencies with unique and innovative ideas to benefit Denver's eligible residents and address I/DD services options that are not available through traditional non-Mill Levy funding sources.
- ii. Contractor shall offer a variety of competitive and/or targeted procurement processes to fund desired community services or life opportunities through sponsorships, partnerships and/or subcontracts with community agencies and providers.

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- iii. Contractor shall create, implement, and maintain monitoring processes to provide oversight and support to funded Community Initiatives and ensure timely invoicing.

f. Mill Levy Program Services and Supports

- i. Contractor shall provide program management and oversight, including day-to-day operations, program development and management, contract compliance and management, and fiscal accountability for all aspects of the program.
- ii. Contractor, through their Operations Team, shall ensure the timely, accurate, and appropriate processing of all Client and Family Directed Funds (CFDF), in accordance with all applicable regulations, policies, and procedures.
- iii. Contractor, through their RMHS Mill Levy Program Initiatives Team, shall:
 - Lead initiatives that may include, but are not limited to, outreach and education, assessment and evaluation, case management, clinical therapies, residential support, resource coordination, housing stability, and long-term care.
 - Provide oversight of RMHS and Community Initiatives by monitoring program and staff expectations, ensuring compliance, and measuring and reporting outcomes.
 - Work with the City to determine the need for internal staff or programs to provide direct service delivery, based on subject matter expertise and organizational resources.
 - Provide contract management for all Community Initiatives and MLSP providers, including authorizing reimbursement for staffing, services rendered, and direct costs.
- iv. Contractor, through their RMHS Communication Department, shall:
 - Work to increase awareness of mill levy-funded services for eligible residents to those seeking services and supports, their natural support systems, providers, and the general public.
 - Conduct communication and outreach efforts, including developing and distributing marketing materials, in-person Denver events, virtual and in-person community information sessions, and/or digital and social media outreach and communications.
 - Engage with the City (i.e., Department of Human Services (DHS), City Council, DHS Advisory Council) to increase awareness and report on mill levy programming outcomes.
- v. Contractor shall continue to focus on efforts to obtain and maintain accurate client data that is necessary to support client access to services and mill levy funds.
 - Contractor shall ensure that any payroll expenses submitted for database management is for work that benefits eligible residents and is allocated appropriately and with adequate financial documentation (i.e., time studies).

E. Administrative Requirements

a. Policies & Procedures

- i. Contractor shall establish and maintain written policies and procedures to operationalize the mill levy funded program areas identified within this Agreement. The Mill Levy Program policies and procedures shall demonstrate compliance with the Mill Levy Ordinance and IDDEAS Program Rules. Policies should describe standards,

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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. Contractor shall apply its organizational policies for employee compensation and associated costs that are subject to annual RMHS audits and Board approval. These policies and procedures shall include, but are not limited to:

- Mill Levy Program Eligibility and Residency Verification
 - Use of Client and Family Directed Funds
 - Creation and execution of Mill Levy Service Plans
 - Individual Request Initiatives
 - Funding Community Initiatives, specifically including the process for soliciting proposals and awarding funding to subcontractors
 - Grievance Process
 - Community Advisory Council
 - Additional policies and procedures which may be required upon request by the City
- ii. Contractor shall provide any new policies or proposed updates to policies and procedures for review and approval as part of the quarterly reporting process. The IDDEAS Program Manager will review for approval time-sensitive updates as they arise as needed and upon request.
 - iii. Contractor shall keep current versions of the Grievance Process and Community Advisory Council policies 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.
 - iv. Within the first year of the contract term, Contractor shall collaborate with the IDDEAS Program to develop and/or amend a policy and procedure to ensure that the expending of Client and Family Directed Funds (CFDF) can be kept within the budgeted amount and that funds are made available to qualifying residents on an equitable basis.

b. Grievance Process

- i. Contractor shall maintain a grievance process for services delivered through this Agreement as required by 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 website under the IDDEAS Program.

c. Community Advisory Council

- i. Contractor shall:
 - Convene and maintain an advisory council whose primary purpose is to provide a forum in which councilmembers can provide advice to Contractor regarding services described in this Agreement.
 - Ensure that the advisory council meets at least four (4) times a year at a time and location determined by Contractor.
 - Provide briefings to the advisory council on the progress and direction of services that are supported with mill levy funds.
 - Ensure advisory council members have the opportunity to provide feedback to Contractor on current or proposed areas of mill levy expenditures consistent with D.R.M.C. Section 53-550.

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- Give fair and reasonable consideration of advice and feedback from advisory council members during Contractor’s annual planning process.
- Be responsible for establishing the official charge of responsibilities to the council; determine criteria used to select advisory council members; determine the size of the council, its composition, and terms for each advisory council member; and approve each councilmember by majority vote.
 - Candidates for council membership should generally be based on their Denver residency, their professional or personal knowledge of services for children and/or adults with developmental disabilities, and/or their awareness of the Denver community.
- Provide the City the opportunity to appoint:
 - One member of the City’s IDDEAS Advisory Council as a voting member of the Contractor’s Community Advisory Council in accordance with the City’s IDDEAS Advisory Council By-Laws.
 - One additional delegate from the City to serve as a non-voting member of the Contractor’s Advisory Council to ensure open communication and mitigate duplication of services.
- Make advisory council agendas publicly available on Contractor’s website at least two (2) business days in advance of meetings.
- Upload meeting materials, including approved minutes, presentations, and supportive documents to Contractor’s website within 30 days of approval of minutes.

d. Branding

- i. 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.

e. Communication & Collaboration

- i. Contractor shall attend and participate in meetings as reasonably requested by the IDDEAS Program Manager.
- ii. Contactor shall support a strong partnership with the IDDEAS Program through regular communication, collaboration, and program updates regarding the services and programs described in this Agreement.
- iii. Contractor shall engage with the City and select community partners (to be jointly identified) in periodic housing stability collaboration meetings in an effort to foster coordination/innovation and leveraging mill levy funding across programs.

f. State Status

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- i. Contractor shall notify the City promptly, in writing, if any of the following occurs:
 - Contractor’s designation as the Denver CCB or CMA is revoked;
 - Contractor fails to submit its annual application to the State of Colorado for designation as the Denver CCB;
 - Contractor receives notice from the state or federal government that it is not in compliance with federal, state or city laws, regulations, or other requirements concerning services for individuals with intellectual and developmental disabilities or early intervention programs;
 - Any action or proceeding of any nature is commenced concerning the termination or suspension of the Contractor’s agreements with the State of Colorado for services in the City; or
 - Contractor applies for, or obtains a certification, designation, license, accreditation, or other credential or qualification that impacts the clients served under this Agreement.

g. Language Access Plan

- i. By December 31, 2024, Contractor will develop, submit to DHS for approval, 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.

h. Cultural Responsiveness

- i. Services, as described in this Agreement, shall be provided in a manner culturally appropriate and consistent with the City’s commitment to equity values, which encompass inclusion, engagement, equitable programming, accountability, transparency, and the promotion of intersectional, inclusive, and accessible programs and strategies.
- ii. Building on previous work, and the RMHS Board of Director’s Resolution on Diversity, Equity, and Inclusion (DEI), Contractor shall consider and include mill levy programs and staff in DEI action plans and continue DEI training from all new Mill Levy Program hires and 100% dedicated program staff.

i. Subcontractors

- i. Prior to entering an agreement with any approved service providers, subcontractors, consultants, or any other entity approved to supply the services described in this Agreement, Contractor shall ensure the adequacy of their accounting system and financial records to accurately account for the funds awarded them and to be able to allocate costs appropriately between two or more projects and/or agreements.
- ii. Each approved service provider, subcontractor, subconsultant, or other approved person or entity engaged by the Contractor to provide services and supports under this Agreement will be subject to and will comply with City standards, policies and procedures for contract performance review, and audits.
- iii. Contractor shall comply with all requests from the City to obtain information from and conduct reviews or financial audits of approved service providers, subcontractors,

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subconsultants, and other approved persons or entities supplying Services under the Agreement.

- iv. Contractor shall provide copies of audits and performance reviews, if any, of approved service providers, subcontractors, subconsultants, and all other approved persons or entities supplying services and supports prepared by any entity, other than the City Auditor or a DHS internal auditor, to the IDDEAS Program Manager within thirty (30) days of the Contractor's receipt.
- v. Contractor shall include a performance management clause, as detailed in E.j.i. of this scope of work in its agreements with approved service providers, subcontractors, consultants, or any other entity approved to supply the services as described in this Agreement.

j. Performance Management

- i. Contractor shall permit the City to carry out reasonable activities to review, monitor, and evaluate any of the procedures used by Contractor in providing or supplying services and make available for inspection all notes and other documents used in performing the services as described in this Agreement.
- ii. Contractor shall require the cooperation of its employees, officers, and board members in such monitoring and evaluation efforts.
- iii. Monitoring can and shall be performed by the City throughout the term of the Agreement as follows:
 - Program or Managerial Monitoring – a review of the quality of services being provided and the effectiveness of those services to address the needs of the program.
 - Contractor Monitoring – a review and analysis of current program information to determine the extent to which Contractor is achieving established contractual objectives and goals.
 - Compliance Monitoring – a review to ascertain if the terms of the Agreement, including any applicable federal, state and city legal requirements, are met.
 - Financial Monitoring - a review to ensure that costs are allocated and expended in accordance with the terms of the Agreement and may include site visits and inspection of invoicing procedures.
- iv. If, as a result of any audit or review relating to the fiscal performance of the Contractor including those performed by a DHS internal auditor, the City receives notice of any irregularities or deficiencies in said audits, the Contractor shall correct all identified irregularities or deficiencies within the time frames designated in the City's written notice of irregularities or deficiencies. If the identified irregularities or deficiencies cannot be corrected by the date designated by the City, then the Contractor shall so notify the City in writing and shall identify a date that the Contractor expects to correct the irregularities or deficiencies; provided, however, that the irregularities or deficiencies shall be corrected no later than ninety (90) days from the date of the City's notice.

k. Record-Keeping

- i. Contactor shall establish and maintain record-keeping policies in accordance with the requirements established by applicable state law or as reasonably required by the City, including the City Auditor, concerning the provision of services and expenditure

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of City Funds, including, but not limited to, establishing and maintaining financial and performance records with respect to all matters covered by this Agreement in sufficient detail and in a manner sufficient to conform to generally accepted accounting principles so as to allow audit of the expenditure of City funds received by the Contractor.

- Contractor shall retain such financial and performance records for a period of six (6) years from the date of final payment to the Contractor under this Agreement.

I. Reporting**i. Quarterly Reports**

Contractor shall submit the following reports and/or documentation to the IDDEAS Program Manager by the last business day of the month following the end of the quarter in which services were provided:

- *Communications and Outreach* – summary of outreach and education events (i.e., community forums, provider meetings, screenings) and impressions, attendance, or meaningful contact updates; number of digital outreach efforts with number of recipients and online engagement; marketing print pieces produced and intended distribution/use quarterly.
- *Policies and Procedures* - any proposed new or updated policies and procedures for review and approval.
- *Language Access Plan* – written update of progress made toward implementation of language access plan until implementation is complete. Subsequently, written updates about what work has been done to maintain language access through translation of new written/digital materials and/or provision of requested interpretation services.
- *Grievances* – summary of all complaints related to Denver mill levy funded services as submitted through the grievance process, detailing the nature of the complaint and resolution.
- *Community Initiatives* – any new or amended agreements with approved service providers, subcontractors, consultants, or any other entity approved to supply the services described in this Agreement.
- *Budget Reports* – report of Contractor’s gross income received and costs incurred (both direct and indirect) as the Denver CCB/CMA. This will include costs and revenues in excess of the funds provided under this agreement and shall be categorized by account description, department business unit and fund source. Any updates regarding annual projected expenses and revenue estimates should also be submitted at this time.

ii. Program Quality Metrics

During the initial six (6) months of the Agreement term, Contractor shall engage in a series of monthly meetings to review key performance indicators and any other local data or trends that are deemed critical measures with the goal to develop and refine quality metrics across all mill levy programs and services.

- Metrics shall be identified by June 30, 2024, and then regularly submitted (time frame to be determined by DHS) thereafter.
- From January 1, 2024 – June 30, 2024 provisional metrics in the program areas of: 1) Client and Family Directed Funds; 2) Community Outreach

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Events; 3) RMHS Enhanced Services; and 4) Community Initiatives will be submitted on a monthly basis on the last business day of the month following the month services were provided.

- Extensions shall be requested in writing by the Contractor, to be approved by the City

iii. Annual Reports

Contractor shall submit the following reports annually as follows:

- *Progress Report* – due April 15th to the IDDEAS Program Manager - annual progress report on performance measures, finances, and delivery of services in each program area.
 - Analysis of service outcomes is expected.
 - Report should include how DEI is applied in the development and delivery of services.
- *Annual Program & Budget Plan* – due September 15th to the IDDEAS Program Manager – a plan that describes, at minimum, the estimated line-item budget for the following calendar year, as well as a list of positions, programs and subcontractors the budget will fund.
- *Annual Financial Audit* – due within thirty (30) days of completion to the IDDEAS Program Manager – annual financial audit prepared in accordance with generally accepted accounting principles.
- *City Council Report* - Annually, Contractor shall provide a written report and, as desired, live presentation(s) to the City Council describing its programs and operation as the Denver CCB/CMA, program costs and expenditures, and community outreach efforts.
- *Community Report* - Annually, 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 to provide feedback and recommendations concerning current and future services. Contractor shall memorialize this meeting in a written Community Report to be submitted to the IDDEAS Program Manager.

iv. Other Reporting – Contractor shall provide copies of any reports that include mill levy services to the IDDEAS Program Manager.

v. Due date extensions for any reports must be requested in writing prior to a report deadline, and approved by the City.

F. BILLING AND PAYMENT

a. Funding Information

- i. Program Name: IDDEAS Program
- ii. Funding Source: Local property tax, mill levy

b. Budget Table

- i. Estimated budget columns are included for planning purposes only and should not be construed as an annual limit. Budget lines (rows) are only limited by the not to exceed amounts in the “Contract Not to Exceed Total” column. Contractor shall provide updated annual budget estimates as stipulated in Annual Reports section of this Agreement (I, iii.) and make any further changes through approved budget modifications.

Contract Services	Est. Service Units, per yr	Estimated Budget, by year				Contract Not to Exceed Total
		2024	2025	2026	2027	
Cost Reimbursement, Provisional Rate Services						
Mill Levy Service Coordination	34,173 Encounters	\$ 1,865,504	\$ 1,921,548	\$ 1,979,300	\$ 2,038,761	\$ 7,805,113
	Rate:	\$ 54.59	\$ 56.23	\$ 57.92	\$ 59.66	
Early Intervention Service Coordination	16,138 Encounters	\$ 263,372	\$ 271,280	\$ 279,349	\$ 287,741	\$ 1,101,742
	Rate:	\$ 16.32	\$ 16.81	\$ 17.31	\$ 17.83	
Early Intervention Evaluations	1,956 Evaluations	\$ 1,314,588	\$ 1,354,021	\$ 1,394,648	\$ 1,436,486	\$ 5,499,743
	Rate:	\$ 672.08	\$ 692.24	\$ 713.01	\$ 734.40	
EI Children's Clinical, Internal Providers	4,044 Encounters	\$ 295,374	\$ 304,230	\$ 313,370	\$ 322,752	\$ 1,235,726
	Rate:	\$ 73.04	\$ 75.23	\$ 77.49	\$ 79.81	
EI Children's Clinical, Sub-contractors	12,096 Encounters	\$ 380,419	\$ 391,789	\$ 403,523	\$ 415,619	\$ 1,591,350
	Rate:	\$ 31.45	\$ 32.39	\$ 33.36	\$ 34.36	
Early Intervention - Denver	612 Encounters	\$ 680,948	\$ 701,376	\$ 722,417	\$ 744,088	\$ 2,848,829
	Rate:	\$ 1,112.66	\$ 1,146.04	\$ 1,180.42	\$ 1,215.83	
Direct Cost Reimbursement Services						
Client and Family Directed Funds		\$ 12,266,750	\$ 12,634,753	\$ 13,013,796	\$ 13,404,210	\$ 51,319,509
Community Initiatives		\$ 2,214,500	\$ 2,280,935	\$ 2,349,363	\$ 2,419,844	\$ 9,264,642
Mill Levy Program Services and Supports		\$ 2,603,800	\$ 2,681,914	\$ 2,762,371	\$ 2,845,242	\$ 10,893,327
Total Direct Costs		\$ 21,885,255	\$ 22,541,846	\$ 23,218,137	\$ 23,914,743	\$ 91,559,981
Cost Reimbursement						
Indirect Costs		\$ 3,939,346	\$ 4,057,532	\$ 4,179,265	\$ 4,304,597	\$ 16,480,740
Estimated Budget, by year						
CONTRACT TOTAL		2024	2025	2026	2027	Contract Not to Exceed
		\$ 25,824,601	\$ 26,599,378	\$ 27,397,402	\$ 28,219,340	

Jaggaer No. SOCSV202370397-00**c. Allowable Costs**

- i. Contractor shall spend funds provided under this Agreement in a manner that serves the public interest, honors the public trust, and is consistent with services as described in this Agreement.
- ii. Contractor shall use funds provided under this Agreement solely for the purposes of effectuating the purposes of City law as this Agreement contemplates and as set forth in the scope of work.
- iii. Upon the expiration or earlier termination of this Agreement, unless the Agreement is extended by a written amendment executed by the Parties in the same manner as this Agreement, all Equipment and Controlled Assets purchased to supply the services shall either be returned to the City or disposed of as the City shall direct.

d. Invoice Submittal

- i. Unless otherwise directed, all invoices shall be delivered electronically to [DHS Contractor Invoices@denvergov.org](mailto:DHS_Contractor_Invoices@denvergov.org).
- ii. Contractor shall prepare and submit a monthly invoice in the manner of the payment method listed in the budget table for each service line item and with supporting documentation that substantiates expenses and follows DHS' policies and procedures.
- iii. Invoices shall be submitted no later than the last day of the following month for which the Contractor seeks reimbursement.
- iv. The City will have the right to dispute, and withhold payment, or any portion thereof, for any invoice that does not contain a sufficient statement of the Contractor's methodology used to determine costs for services and supports invoiced. All incorrect payments issued to the Contractor due to any omission, error, fraud, and/or defalcation shall be recovered from the Contractor: i) by a deduction from subsequent payments under this Agreement; ii) by refund from the Contractor to the City if no subsequent payments are due to the Contractor; iii) by the City as a debt due to the City; or iv) as otherwise permitted or provided by law. The City reserves the right to reduce, suspend, or withhold funds under this Agreement whenever it determines that the Contractor's current spending is inconsistent with the categories and purposes, listed in the Budget Table or applicable laws, or if any quarterly or annual reports or information requested as part of an audit or review conducted under this Agreement are not provided by the Contractor within fourteen (14) days of the date of request.

e. Payment Method Definitions

- i. "Cost Reimbursement" means payments for all allowable expenses are covered up to an agreed-upon limit (i.e., line-item totals and contract max). Costs are detailed in back-up to a monthly invoice along with supporting documentation to substantiate expenses.
- ii. "Supporting Documentation" means the primary reference material that describes all the key aspects of a transaction. Supporting documentation will be accepted in accordance with the Department of Human Services' policies and procedures.
- iii. "Cost Reimbursement, Provisional Rates" means reimbursement of costs through interim payments based on rates that are intended to approximate actual costs by dividing estimated costs by estimated service units. These costs are then settled, or reconciled, annually through the provision of a Cost Report to actual cost.
- iv. "Cost Report" means a document that summarizes the actual costs of a project or program, as well as the number of service units completed for that particular cost.

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f. Cost Report

- i. Contractor shall submit a calendar year-end cost report no later than three (3) months following the close of the calendar fiscal year.
- ii. The City shall provide technical assistance and consultation to the Contractor regarding the preparation and submission of timely cost reports. If the Contractor does not submit the cost report by the reporting deadline, including any extension period granted by the City, the City may withhold payments of additional funds until the cost report that is due has been submitted.
- iii. For cost paid through provisional rates, the City shall compare amounts paid to actual costs and reconcile any discrepancy through collection of overpayment amounts from the Contractor, or payment to Contractor of additional funds up to the budget line item's not to exceed amount.
- iv. After completing its preliminary reconciliation, the City shall notify the Contractor if additional funds are due to the Contractor, up to the Contractor's not-to-exceed amount. If funds are due to the City, Contractor shall return the overpayment as specified in Section 4.4.3 of this agreement.

g. Indirect Costs

- i. Indirect costs are defined by D.R.M.C. Section 53-550 and detailed by the Rules Governing Implementation of the IDDEAS Program document, which can be found on the www.denvergov.org website under the IDDEAS Program.
- ii. Contractor shall bill indirect costs monthly based on actuals that have been properly allocated out from direct costs and programs and services that are not contemplated in this agreement.
- iii. All indirect costs that may be paid by the City pursuant to this Agreement shall not exceed the limit set in D.R.M.C. Section 53-550.

h. Mill Levy Funding Restrictions

- i. This Agreement is funded with mill levy dollars pursuant to D.R.M.C. Section 53-550, the Developmental Disabilities Mill Levy, as amended. Mill levy dollars are dedicated to providing services and supports for persons with intellectual and developmental disabilities, children up to age five with developmental delays, and persons seeking a developmental disability or delay determination. For all funds provided by the City and all services supplied under this Agreement, the Contractor shall comply with the residency requirements in D.R.M.C. Section 53-550,
- ii. Notwithstanding anything to the contrary set forth herein, any provision or budgeted line item within this Agreement or its exhibits that conflict or are contrary to the provisions of D.R.M.C. Section 53-550, as amended, shall be *void ab initio*.

i. Other Revenue

- i. Contractor shall expressly represent and certify, as a material representation and certification upon which the City is relying in entering into this Agreement, that it will supply only services and supports: i) not covered by Medicaid, the State of Colorado, or other third-party payers ("non-covered services"), or ii) to persons not eligible for Medicaid, State of Colorado, or other third-party payment ("ineligible persons"). The City's obligation to pay for services and supports supplied under the Agreement will

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only extend to “non-covered services” or services to “ineligible persons.” The Contractor must use other sources of revenue including without limitation Medicaid, Medicare, State funds, grants, and other benefit plans, or any other funding, to cover all or a portion of the costs under those programs. The Contractor is solely responsible for collecting funds from those other sources.

j. Budget Modifications

- i. Budget line items may only be modified in accordance with the Department of Human Services’ budget modification policies and procedures. Notwithstanding the preceding sentence, each modification shall not take effect until approved in writing.
- ii. Any proposed modifications that require an increase in the Maximum Contract Amount shall be evidenced by a written amendment prepared and executed by Contractor and the City in the same manner as this Agreement.

EXHIBIT B, BUSINESS ASSOCIATE AGREEMENT
HIPAA/HITECH

1. GENERAL PROVISIONS AND RECITALS.

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

2. DEFINITIONS.

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

2.03.1 Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

3. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE.

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

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

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

4. SECURITY RULE.

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

5. BREACH DISCOVERY AND NOTIFICATION.

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

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

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

6. PERMITTED USES AND DISCLOSURES BY CONTRACTOR.

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

7. OBLIGATIONS OF CITY.

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

8. BUSINESS ASSOCIATE TERMINATION.

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

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

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

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

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

8.02.2 CONTRACTOR shall retain no copies of the PHI.

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

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

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

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

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

5/16/2023

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

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

PRODUCER IMA, Inc. - Colorado Division 1705 17th Street, Suite 100 Denver CO 80202	CONTACT NAME: IMA Denver Team	
	PHONE (A/C No. Ext): 303-534-4567	FAX (A/C, No):
E-MAIL ADDRESS: DenAccountTechs@imacorp.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Philadelphia Indemnity Insurance Company		18058
INSURED Rocky Mountain Human Services 9900 E Iliff Avenue Denver CO 80231	INSURER B: *Pinnacol Assurance	41190
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1639892649

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PHPK2553467	5/15/2023	5/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2553467	5/15/2023	5/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB863588	5/15/2023	5/15/2024	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4115575	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PHPK2553467	5/15/2023	5/15/2024	Per Occurrence 1,000,000 Aggregate 3,000,000

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

Sexual Abuse and Molestation Coverage is not Excluded.

Crime Coverage: Policy #107273110
 Effective Dates: 5/15/23-5/15/24 Insurer: Travelers Casualty and Surety Co of America
 \$1,000,000 Employee Dishonesty resulting in loss of Money and Securities; \$25,000 Deductible

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City and County of Denver Denver
 Department of Human Services
 1200 Federal Blvd, 4th Floor
 Denver CO 80204
 USA

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

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY IMA, Inc. - Colorado Division		NAMED INSURED Rocky Mountain Human Services 9900 E Iliff Avenue Denver CO 80231	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Sexual Abuse and Molestation Coverage: Policy #PHPK2553467
 Effective Dates: 05/15/23-05/15/24 Insurer A: See Above
 \$1,000,000 Limit; \$2,000,000 Aggregate

City and County of Denver, its elected and appointed officials, employees and volunteers are included as Additional Insureds on the General and Umbrella Liability Policies if required by written contract or agreement subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of Additional Insureds on the General and Umbrella Liability Policies if required by written contract or agreement subject to the policy terms and conditions.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/26/2023

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

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

PRODUCER CAC Specialty 250 Fillmore, Suite 450 Denver, CO 80206 www.cacspecialty.com	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Lisa Woodson</td> </tr> <tr> <td>PHONE (A/C, No. Ext): 303-514-5008</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: lisa.woodson@cacspecialty.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td colspan="2">INSURER A : Coalition Insurance Solutions</td> </tr> <tr> <td colspan="2">INSURER B :</td> </tr> <tr> <td colspan="2">INSURER C :</td> </tr> <tr> <td colspan="2">INSURER D :</td> </tr> <tr> <td colspan="2">INSURER E :</td> </tr> <tr> <td colspan="2">INSURER F :</td> </tr> </table>	CONTACT NAME: Lisa Woodson		PHONE (A/C, No. Ext): 303-514-5008	FAX (A/C, No):	E-MAIL ADDRESS: lisa.woodson@cacspecialty.com		INSURER(S) AFFORDING COVERAGE		INSURER A : Coalition Insurance Solutions		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
CONTACT NAME: Lisa Woodson																					
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INSURER D :																					
INSURER E :																					
INSURER F :																					
INSURED Rocky Mountain Human Services 9900 East Illiff Avenue Denver CO 80231																					

COVERAGES **CERTIFICATE NUMBER: 74589707** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Primary Cyber			C-4MA1-233413-CYBER-2023	5/15/2023	5/15/2024	Limit \$5,000,000

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

CERTIFICATE HOLDER **CANCELLATION**

City and County of Denver Department of Human Services 1200 Federal Blvd, 4th Floor Denver CO 80204	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Lisa Woodson
--	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/16/2023

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PRODUCER IMA, Inc. - Colorado Division 1705 17th Street, Suite 100 Denver CO 80202	CONTACT NAME: IMA Denver Team	
	PHONE (A/C No. Ext): 303-534-4567	FAX (A/C, No):
	E-MAIL ADDRESS: DenAccountTechs@imacorp.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Indemnity Insurance Company	NAIC # 18058
	INSURER B: *Pinnacol Assurance	NAIC # 41190
INSURED Rocky Mountain Human Services 9900 E Iliff Avenue Denver CO 80231	RMTNHUM	INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:
		INSURER G:

COVERAGES

CERTIFICATE NUMBER: 1639892649

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PHPK2553467	5/15/2023	5/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2553467	5/15/2023	5/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB863588	5/15/2023	5/15/2024	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	4115575	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PHPK2553467	5/15/2023	5/15/2024	Per Occurrence 1,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Sexual Abuse and Molestation Coverage is not Excluded.

Crime Coverage: Policy #107273110
Effective Dates: 5/15/23-5/15/24 Insurer: Travelers Casualty and Surety Co of America
\$1,000,000 Employee Dishonesty resulting in loss of Money and Securities; \$25,000 Deductible

See Attached...

CERTIFICATE HOLDER

CANCELLATION

City and County of Denver Denver
Department of Human Services
1200 Federal Blvd, 4th Floor
Denver CO 80204
USA

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

AUTHORIZED REPRESENTATIVE

**ADDITIONAL REMARKS SCHEDULE**

AGENCY IMA, Inc. - Colorado Division		NAMED INSURED Rocky Mountain Human Services 9900 E Iliff Avenue Denver CO 80231	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Sexual Abuse and Molestation Coverage: Policy #PHPK2553467
 Effective Dates: 05/15/23-05/15/24 Insurer A: See Above
 \$1,000,000 Limit; \$2,000,000 Aggregate

City and County of Denver, its elected and appointed officials, employees and volunteers are included as Additional Insureds on the General and Umbrella Liability Policies if required by written contract or agreement subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of Additional Insureds on the General and Umbrella Liability Policies if required by written contract or agreement subject to the policy terms and conditions.