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A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **REGENTS OF THE UNIVERSITY OF COLORADO**, a body corporate, for and on behalf of the University of Colorado Denver | Anschutz Medical Campus, a public institution of higher education created under the Constitution and the Law of the State of Colorado, having administrative offices at University of Colorado Denver, Office of Grants and Contracts, Mail Stop F428, Anschutz Medical Campus Bldg. 500, W1126, 13001 E 17th Place, Aurora, CO 80045 (the "Contractor"), jointly ("the Parties").

The Parties agree as follows:

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

2. SERVICES TO BE PERFORMED:

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

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

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

3. TERM: The Agreement shall commence on **March 1, 2026,** and shall expire on **February 28, 2031,** (the "Term"), subject to the City's issuance of Option Letters in the form attached hereto as Exhibit F, extending the initial 1-year term (FY 2026) (March 1, 2026 – February 28, 2027). The term of this Agreement may be extended by the Parties under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director's prior written authorization, the Contractor shall complete any work in progress as of the

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expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.

4. COMPENSATION AND PAYMENT:

a. Budget. The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement the line-item amounts set forth in the budget contained in **Exhibit B**. Amounts billed may not exceed the budget set forth in **Exhibit** B and succeeding Option Letters.

b. Reimbursable Expenses: There are no reimbursable expenses allowed under the Agreement. All of the Contractor's expenses are contained in the budget in **Exhibit B** and succeeding Option Letters.

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

d. Maximum Contract Amount:

(1) Maximum Contract Amount: The Maximum Contract Amount to be paid by the City to the Contractor shall in no event exceed the sum of **ONE MILLION THREE HUNDRED FORTY-FOUR THOUSAND SEVEN HUNDRED FIFTY-SIX DOLLARS AND NO CENTS ($1,344,756.00) ("Maximum Contract Amount")**, with a maximum of **$80,355.00** in Fiscal Year (FY 2026) (March 1, 2026 – February 28, 2027) ("**Round 1 Funding Amount**"). The Maximum Contract Amount shall not be exceeded unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement. The Maximum Contract Amount stated herein is not intended, and shall not be construed, as a promise or guarantee to the Contractor that the City will issue a Notice to Proceed or an amended Notice to Proceed with amounts totaling or approximating the Maximum Contract Amount will be issued to the Contractor. Issued Notices to Proceed and amended Notices to Proceed shall not, individually or cumulatively, authorize the performance of Work for which the amounts exceed the Maximum Contract Amount. It shall be the responsibility of the Contractor to verify that the total phased amounts do not exceed the Maximum Contract Amount of this Agreement.

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

(3) The Contractor further understands that this Agreement is funded, in whole or in part, with federal funds as set forth in a federal financial assistance award, attached as **Exhibit E.** The Contractor expressly understands and agrees that its rights, demands, and claims to compensation arising under this Agreement are contingent upon the City's actual receipt of such federal funds and the continued funding by the federal government. If such funds or any part thereof are not received, appropriated, or allocated by the City, the City and the Contractor may mutually amend the Agreement, or the City may unilaterally terminate this Agreement. If the federal government terminates the federal financial assistance awards, disallows the costs associated with this Agreement, or otherwise reduces the funds awarded or actually paid to the City under, the City reserves the right to make any necessary reductions.

(4) The entire Term and Maximum Contract Amount stated above are contingent upon Option Letters being offered by the City and accepted by the Contractor. The Maximum Contract Amount is not guaranteed, it is subject to the contingencies stated herein. The City, at its discretion, shall have the option to extend the initial 1-year term stated above for additional periods determined at the discretion of the City, and increase funding beyond the initial $**80,355.00** stated above, up to the total term of five years and Maximum Contract Amount of $**1,344,756.00**.

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 Directors of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

6. TERMINATION/ NOTICE TO STOP:

a. The City and the Contractor have the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon ten (10) days prior

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written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director or when it receives notice of termination.

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

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

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

e. The City has the right to issue a Notice to Stop Work ("Notice to Stop Work") if the City has reason to believe, in its sole discretion, that the federal funds for this Agreement are not available, delayed, or withheld for any reason. Upon receiving a Notice to Stop Work, the Contractor shall cease all work under the Agreement immediately, or within the time set forth in the Notice. Contractor shall submit an invoice for all outstanding work as soon as possible, but no later than fifteen (15) days after the date of the Notice to Stop Work or as directed in the Notice. The Contractor shall not resume work under the Agreement until it receives a Notice to Proceed ("Notice to Proceed") from the City. A Notice to Stop Work does not terminate the Agreement.

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7. EXAMINATION OF RECORDS AND AUDIT: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

8. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by 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.

9. INSURANCE: At all times during the term of this Agreement, including any renewals or extensions, Contractor shall maintain such insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the CGIA. This obligation shall survive the termination of this Agreement.

a. Subcontractors and Subconsultants: Contractor shall ensure that all such Subcontractors and Subconsultants (Subcontractors) maintain the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor agrees to provide proof of insurance for all such Subcontractors upon request by the Contractor. The insurance coverages specified in this Agreement are the minimum requirements, and do not lessen or limit the liability of the Subcontractor. The Subcontractor shall maintain, at its own expense, any

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additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

b. Additional Insureds: For Commercial General Liability and Auto Liability, Subcontractor's insurer(s) shall include Contractor and the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insureds.

c. Workers' Compensation & Employer's Liability Insurance: Subcontractor shall maintain 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.

d. Commercial General Liability: Subcontractor shall maintain a Commercial General Liability insurance policy with minimum limits of $1,000,000 for each occurrence, $1,000,000 for each personal and advertising injury claim, $2,000,000 products and completed operations aggregate (if applicable), and $2,000,000 policy aggregate.

e. Automobile Liability: Subcontractor 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.

10. INTER-GOVERNMENTAL LIABILITY: At all times during the term of this Agreement, including any renewals or extensions, Contractor shall maintain such insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the CGIA. Contractor will be responsible for its own negligent actions and omissions of its respective officers and employees to the extent provided by the Act. This obligation will survive termination of this Agreement.

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

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

13. INUREMENT: The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

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

15. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

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

17. CONFLICT OF INTEREST:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor shall not hire, or contract for

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services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

b. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

18. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, With copy of any such notice to:

Regents of the University of Colorado
c/o Office of Grants and Contracts
Mail Stop F428
Aurora, Colorado 80045

and if to the City at:

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

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. 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.

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19. DISPUTES: All disputes between the City and Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.

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

21. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

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

23. LEGAL AUTHORITY: Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion,

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to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

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

25. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

26. INTELLECTUAL PROPERTY RIGHTS: The City and Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq*., the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

27. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance to the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

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28. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

29. CONFIDENTIAL INFORMATION:

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

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

31. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral

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representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

32. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

33. PROTECTED INFORMATION AND DATA PROTECTION

a. 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.

b. 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 §

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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.

c. 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.

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d. **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.

e. **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.

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f. **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.

g. **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.

h. **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 compliance with the obligations of this Agreement and 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 confidentially of any disclosed data shall apply equally to both the Contractor and any of its

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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.

i. **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.

j. **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 confidentially 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.

34. **COMPLIANCE WITH DENVER WAGE LAWS**: To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid

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

35. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Exhibit List

Exhibit A – Scope of Work.

Exhibit B – Budget.

Exhibit C – [Certificate of Insurance-RESERVED.]

Exhibit D – Subrecipient Financial Administration.

Exhibit E – Federal Provisions.

Exhibit F - Option Letter Template.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

[SIGNATURE PAGES FOLLOW.]

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Contract Control Number: ENVHL-202683898-00
Contractor Name: REGENTS OF THE UNIVERSITY OF COLORADO

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By: _____

_____

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Docusign Envelope ID: 9B6E7D85-92A3-8E9E-837A-F7B789FCF068

Contract Control Number: ENVHL-202683898-00
Contractor Name: REGENTS OF THE UNIVERSITY OF COLORADO

By: Signed by: LIZ CAUSEY A7B62E65527D406...

Name: LIZ CAUSEY
(please print)

Title: Assistant Dir of Contracts
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

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DENVER PUBLIC HEALTH & ENVIRONMENT

EXHIBIT A: Scope of Work

I. Purpose of Agreement

The purpose of this contract is to establish an agreement and Scope of Services between the Denver Department of Public Health & Environment (DDPHE), Denver HIV Resources (DHR) and **CHIP – Regents of the University of Colorado.**

CHIP – Regents of the University of Colorado has been awarded the following amounts in Ryan White Part A funds:

- **For Round 1 Funding**, Maximum of **$80,355.00** in Fiscal Year (FY) 2026 (March 1, 2026 – February 28, 2027). For a total 5-year Contract Value of **$1,344,756.00** contingent on approved future funding.
- Subsequent Rounds of funding are contingent on the continued availability of federal funds for Ryan White Part A services and may change based on future HRSA funding notices or other relevant factors.
- Award notifications for future funding will be provided through a formal Notice of Award and activated upon issuance of an Option Letter and authorization to move forward.

II. Services and Conditions

A. The Denver Ryan White Part A HIV AIDS Program Service Standards are the minimum requirements that subrecipients are expected to meet when providing HIV care and support services funded by the Denver Ryan White HIV/AIDS Part A grant. All subrecipients **must** follow the Universal Standards in the Service Standards. Subrecipients are also responsible for meeting the standards outlined for each service category for which they receive funding. DHR evaluates program adherence to Service Standards during site visits and during other contractual, technical assistance, and quality improvement processes. Subrecipients may exceed the requirements of the Service Standards, though this is not required and will not be evaluated during site visits. It is important that subrecipients are familiar with the Service Standards that apply to them. Denver HIV Resources Planning Council (DHRPC) initiatives and DHR programmatic updates may result in adjustments to the Service Standards during the Fiscal Year. DHR will inform subrecipients when changes are implemented and will provide subrecipients with an updated

version of the Service Standards.

The Service Standards will be updated each fiscal year on an as-needed basis with each fiscal year's updated version as the Service Standards to be followed. The updated version of the Service Standards will be provided by DDPHE and shall be effective immediately without requiring an amendment to the Agreement.

B. CHIP – Regents of the University of Colorado is to provide the following services to individuals living with HIV/AIDS in the Denver Transitional Grant Area (TGA), which includes and is limited to, Adams, Arapahoe, Broomfield, Denver, Douglas, and Jefferson counties, in accordance with the Service Standards for the service categories listed in the table under Process and Outcome Measures.

* Reimbursement of all amounts is contingent upon the City's receipt of the funds from the federal sponsor, HRSA.

III. Process and Outcome Measures

CHIP – Regents of the University of Colorado will provide:

SERVICE CATEGORY	UNDUPLICATED CLIENTS	SERVICE UNITS DELIVERED
Behavioral Health Services	10	267
Case Management Continuum	50	796
Early Intervention Services	7	85
Medical Transportation Services	10	40
Outpatient/Ambulatory Health Services	50	81
Psychosocial Support Services	25	82

IV. DHR-Provided Training Requirements

Contractors will be required to participate in all DHR-provided trainings and DHR-supported provider collaborative meetings related to the services they provide. Staff who are supervisors, managers, and organizational leaders are required to participate in supervisor/leadership trainings provided by DHR.

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EXHIBIT A: Scope of Work

V. Invoices and Schedule of Payments for Services

A. Within thirty (30) days of when the Contractor is notified of contract execution, invoices for all service months completed before the execution date are due. Subsequent invoices will be due on the 1st of the second month after the end of the billing period (e.g. September invoice due by November 1st, December invoice due by February 1st, etc.). The final invoice must be submitted by April 1st, 2027. Invoices shall be processed with immediate payment terms. Immediate payment can take upward of 10 business days for full processing and payment.

- Invoice totals shall be based on Round 1 Funding for FY2026–27 as reflected in the initial authorized amount listed in **Exhibit B – Budget Total.** For subsequent FY2026–27 funding, if applicable, the Contractor shall not submit invoices until the City, through DDPHE, issues a formal Notice to Proceed authorizing such funding.

B. Three or more occurrences of a late invoice shall be considered a contract compliance issue and could jeopardize future funding.

C. The Contractor is required to submit a complete invoice package monthly using required DDPHE HIV Resources invoice forms. Updated invoice forms are provided upon contract execution. A complete invoice package will include the following: a complete invoice template, backup documentation including receipts, payroll printouts, and any supporting documentation needed for all expenses listed on the invoice.

D. Complete invoice packages are due to DDPHE HIV Resources at HIVInvoiceIntake@denvergov.org. Invoice requests for reimbursement of costs should be submitted on a regular and timely basis in accordance with policies established in the Subrecipient Financial Administration document attached as **Exhibit D**.

VI. Disallowances and Review of Reports

The City and County of Denver may review the budget, management, financial and audit reports, and any other materials or information the City and County of Denver may consider appropriate to assess whether any expenditures by the Contractor are disallowed by the City and County of

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Denver. **Exhibit D** attached as the Subrecipient Financial Administration describes expenditures that will be disallowed by The City and County of Denver. The City and County of Denver may disallow reimbursement for services or expenditures that were not provided or approved in accordance with the terms of this Agreement. The Contractor shall not unreasonably refuse to provide expenditure information related to this Agreement that the City and County of Denver may reasonably require.

These disallowances will be deducted from any payments due the Contractor, or if disallowed after contract termination, the Contractor shall remit the disallowed reimbursement to the City and County of Denver according to a schedule to be determined by the City and County of Denver at its sole discretion. Despite the City and County of Denver's approval of expenditures, if a review or an audit conducted by the City, State, or federal governments results in final disallowances of expenditures, the Contractor shall remit the amount of those disallowances to the City and County of Denver according to a schedule to be determined by the City and County of Denver at its sole discretion following written notice of disallowances to the Contractor. This Section survives termination or expiration of this Agreement.

VII. Administrative Cost Limit

The Contractor's total administrative costs cannot exceed **10%** of the maximum direct costs amount. Administrative costs are defined as the costs incurred for usual and recognized overhead, including established indirect cost, management, and oversight of specific programs funded under this contract and other types of program support such as quality assurance, quality control, and related activities. Examples of administrative costs include:

- Salaries and related fringe benefits for accounting, secretarial, and management staff, including those individuals who produce, review, and sign monthly program and fiscal reports
- Consultants who perform administrative, non-service delivery functions
- General office supplies
- Travel costs for administrative and management staff
- General office printing and photocopying
- General liability insurance and
- Audit fees.

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EXHIBIT A: Scope of Work

VIII. Budget

A. Contractor shall submit a complete budget package for each new Round of funding using required DDPHE HIV Resources budget forms. The budget is attached as **Exhibit B**.

IX. Budget Modifications

A. Contractor may submit budget modifications to DDPHE for review and approval based on policies established in the Subrecipient Financial Administration attached as **Exhibit D**. Approval of such request is based on the discretion of the DDPHE Executive Director or his/her designee.

X. Performance Management, Clinical Quality Management (CQM) and Reporting

A. Performance Management

Monitoring will be performed by the DDPHE HIV Resources staff. Contractor will be reviewed for:

1. **Program Monitoring*:** Review and analysis of current program information to determine the extent to which contractors are achieving established contractual goals.
2. **Fiscal Monitoring*:** Review financial systems and billings to ensure that contract funds are allocated and expended in accordance with the terms of the agreement.
3. **Program Income.** DDPHE requires subrecipients to be able to report, upon request, program income directly generated by a supported activity earned as a result of this grant. Program income includes but is not limited to income from fees for services performed, e.g. direct payment or reimbursements received from Medicaid, Medicare, and third-party insurance. Program income does not include rebates, credits, discounts, and interest earned on any of these.
4. **Administrative Monitoring*:** Monitoring to ensure that the requirements of the contract document, Federal, State and City and County regulations, and DDPHE policies are being met.

*DDPHE HIV Resources *may provide regular performance monitoring and reporting.* DDPHE HIV Resources and/or its

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designee*, may manage any performance issues and may develop interventions that will resolve concerns.*

B. Clinical Quality Management (CQM)
The contractor shall be required to participate in CQM activities which may include CQM Committee, Quality Improvement activities and projects, and performance measure reporting and monitoring as determined and communicated by DHR.

C. Reporting
The following reports shall be developed and delivered to DDPHE as stated in this section.

1. **CAREWare Reporting:** The contractor is required to enter all client-level data into CAREWare monthly for all funded service categories. Data may be entered using two different methodologies: 1) Direct manual data entry via the CAREWare interface, or 2) Provider Data Import (PDI). Data entry will be due on the 1st of the second month following (e.g. September data due by November 1st, December data due by February 1st, etc.). The remaining data must be submitted by April 1st, 2027.

2. **Ryan White Part A Service Report (RSR):** The RSR is due every year at the end of March for the previous calendar year. The contractor is required to review a finalized data report with DHR, generate client-level Extensible Markup Language (XML) file for the prior calendar year and upload it into the HRSA Web Application, submit the report in the HRSA Web Application, and run reports to clean existing data and/or input missing data with technical assistance from DHR. DHR will communicate deadlines for these activities when they are set by HRSA.

3. **Other Reporting:** Other reports, data, or processes as requested by the City, to be determined.

XI. CAREWare System Use

A. Contractor shall have active user access and system utilization of CAREWare application by agency staff.
B. Contractor shall use CAREWare as a source to check client eligibility. Contractors are responsible for checking and maintaining current annual client eligibility including

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reviewing, collecting, and uploading any/all eligibility data for clients receiving Ryan White Part A services in accordance with DHR policies and procedures

XII. Required Acknowledgement and Disclaimer Language

A. HRSA requires subrecipients to use the following acknowledgement and disclaimer on all products produced by HRSA grant funds:

"This [project/publication/program/website, etc.] [is/was] supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of an award totaling $XX with XX percentage financed with non-governmental sources. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by HRSA, HHS, or the U.S. Government. For more information, please visit HRSA.gov."

B. Subrecipients are required to use this language when issuing statements, press releases, requests for proposals, bid solicitations, and other HRSA supported publications and forums describing projects or programs funded in whole or in part with HRSA funding.

- Examples of HRSA supported publications include, but are not limited to, manuals, toolkits, resources guides, case studies, and issues briefs.

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Exhibit B
Budget

CHIP - Regents of the University of Colorado

FY26 Round 1 Budget

Service Category	*Personnel (Salaries and Fringe)*	*Operating and Other Direct Expenses*	*Indirect Cost*	*Total Cost*
BHS-A	$10,909.00	$0.00	$1,091.00	$12,000.00
BHS-M	$0.00	$0.00	$0.00	$0.00
CMC-A	$29,777.00	$0.00	$2,978.00	$32,755.00
CMC-M	$0.00	$0.00	$0.00	$0.00
EIS-A	$9,545.00	$0.00	$955.00	$10,500.00
EIS-M	$0.00	$0.00	$0.00	$0.00
EFA	$0.00	$0.00	$0.00	$0.00
FBM	$0.00	$0.00	$0.00	$0.00
HS	$0.00	$0.00	$0.00	$0.00
MTS	$0.00	$1,000.00	$100.00	$1,100.00
OAH	$11,819.00	$0.00	$1,181.00	$13,000.00
OHC	$0.00	$0.00	$0.00	$0.00
OHF	$0.00	$0.00	$0.00	$0.00
PSS-A	$10,000.00	$0.00	$1,000.00	$11,000.00
PSS-M	$0.00	$0.00	$0.00	$0.00
Total	$72,050.00	$1,000.00	$7,305.00	$80,355.00

Total Contract Value:	**$1,344,756.00**
FY26 Total Authorized Amount:	**$80,355.00**

Budget per Round of Funding	
FY26 Round 1 Funding:	$80,355.00

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Exhibit D

SUBRECIPIENT FINANCIAL ADMINISTRATION

1.1 Invoice Policies

i. A complete Invoice package must be submitted monthly. Complete Invoice packages are due to Denver Department of Public Health and Environment (DDPHE) HIV Resources by the 1st calendar day of thesecond month following the month of service provision. For example, services provided in the month ofMarch will be invoiced by May 1.

ii. Invoices must only include amounts for actual direct cost expenditures, and indirect expenditures up to 10% of direct expenditures.

iii. If underspending is anticipated, subrecipients must inform DDPHE HIV Resources immediately. DDPHE HIV Resources reserves the right to reallocate funds to expend all funding and to provideservices at adequate levels.

iv. Do not revise any previously submitted invoice. Make necessary adjustments on the next monthlyinvoice within the same contract year.

1.2 Supporting Documentation

i. Personnel – Include all salaries and allowances paid to staff directly contributing to the activities ofthe service category. Include documentation of staff time attributed to Ryan White Part A (for example, time sheets or time and effort reports).

ii. Personnel Benefits – A schedule of benefits can be submitted once at the beginning of the fiscal year. Include documentation of personnel benefit costs with each invoice (for example, payroll journal or paystub).

iii. Consultants – Consultant invoice that reflects the job performed, rate, and hours.

iv. Contractual Expenses – Invoice from the sub-contractor that details the work and payment arrangements specified in the sub-contractual agreement and that all are properly approved by the Contractor.

v. Supplies/Equipment/Other Direct Costs – Copies of vendor invoices for all supply purchases or receipt(s). If sales tax is included on the invoice or receipt, demonstrate that the sales tax was not included in the invoice to DDPHE (for example, general ledger reports can be used to show this).

vi. Travel – Supporting documentation will consist of properly approved invoices and should include airfare, ground transportation, accommodation, meals/per diem, etc. For airfare, economy class mustalways be used. International travel is not permitted.

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1.3 Unallowable Costs

A. Below is a summary of unallowable costs; it is not intended to be a complete or definitive listing. Subrecipients are responsible for referring to the documents referenced below for complete guidelines.

i. Payment for any item or service to the extent that payment has been made, or can reasonably be expected to be made, with respect to that item or service (a) under any state compensation program, under an insurance policy, or under any federal or state health benefits program; or (b) by an entity that provides health services on a prepaid basis [section 2605(a)(4)], consequently, program activities that are revenue generating may not be included in the budget.
ii. Funds may not be used to pay an individual's base salary more than Executive Level II on the GSA Executive Schedule of Pay.
iii. Administrative costs that exceed 10% of your total budget [section 2604(e)]
iv. Purchase and/or improvement of land [section 2604(h)]
v. Purchase, construction, or permanent improvement of any building or other facility [section 2604(h)]
vi. Clinical trials [HRSA policy 97-02.3]
vii. Syringe exchange [section 2678 & HRSA letter 1/6/12]
viii. The use of client incentives is not allowable unless pre-approved by DDPHE. No cash incentives for clients are allowed. Gift card incentives are allowed – documentation must be kept of what the gift card is for (for example, King Soopers), who it is given to, by whom it was given, and which date it was distributed. Gift cards may not be in the form of a pre-paid credit card or redeemable for cash. Gift card incentives must not be used to purchase alcohol, tobacco, illegal drugs, or firearms.
ix. Costs associated with obtaining professional licensure or meeting program licensure requirements (e.g.Attorney Registration Fee, Notary Public License Fees, etc.) [HRSA policy notice 11 04]
x. Legal services for criminal defense, or class action suits unrelated to access to services eligible forfunding [HRSA policy notice 10-02.11]
xi. Maintenance expense (tires, repairs, etc.) of a privately-owned vehicle or other costs associated withthe vehicle, such as lease, or loan payment, insurance or license and registration fees [HRSA policy notice 10-02.12]

B. The following costs are <u>not permitted</u> under the Health and Human Services (HHS) Grants Policy Statement, HRSA National Monitoring Standards, Code of Federal Regulations 45 Part 75, and theOffice of Management and Budget (OMB):

i. Local or state personal property taxes (residential property, private automobile, or any other personalproperty against which taxes may be levied)
ii. Cash payments to clients
iii. Cash payments to clients; funeral, burial, cremation, and related expenses
iv. Staff training - service-specific capacity development dollars in excess of 5% of the dollars contractedto provide the service
v. Vocational, employment or employment-readiness services
vi. Clothing
vii. Pet foods or other non-essential products
viii. Household appliances
ix. Pre-exposure prophylaxis
x. Post-exposure prophylaxis
xi. Basic household items such as sheets, towels, blankets, and kitchen utensils

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Exceptions: kitchen cooking utensils allowable for Food Bank and Home-Delivered Meals Programs

xii. Off-premises recreational and social activities or payment for a client's gym
xiii. Non-targeted marketing promotions or advertising about HIV services that target the general public
xiv. Development of materials to promote or encourage injection drug use or sexual activity
xv. Outreach activities that have HIV prevention education as their exclusive focus
xvi. Bad debts
xvii. Capital improvements
xviii. Contingency provisions
xix. Contributions and/or donations to others
xx. Depreciation expenses as a direct cost and as related to federally funded equipment
xxi. Entertainment costs
xxii. Alcoholic beverages
xxiii. Selling and Marketing Costs
xxiv. Fines, penalties, damages and other settlements
xxv. Foreign travel
xxvi. Interest expense
xxvii. Lobbying costs
xxviii. Refreshments
xxix. Stipends
xxx. Taxes for which exemptions are available to the organization (including sales tax)
xxxi. Vehicles, without written Grants Management Officer approval

C. Health and Human Services (HHS) expressly prohibits client meals. HHS permits reasonable food costsassociated with advisory board meetings as an administrative cost as follows:

- A modest meal or lunch costing no more than $13.50 per person; **or**
- Light refreshments consisting of breakfast or snack foods costing no more than $8.50 per person maybe provided.

  In all other instances, nutritious snacks (e.g. granola bars, fruit, etc.) of negligible value (no more than $3.50 per client) may be considered program supplies.

D. Limitation on Uses of Part A: The Contractor must adhere to a 10% limit on proportion of federalfunds spent on administrative costs in any given grant year.

i. The Contractor shall prepare a project budget and track expenses, including administrative expenses,with sufficient detail. Expenditures are reported by line item within service category, with sufficient detail, and identify administrative expenses.

ii. The Contractor may use indirect costs as part or all their 10 percent administration costs. To do so, theContractor must include indirect costs (capped at 10 percent) only where the DDPHE has a certified DHHS negotiated indirect cost rate using the Certification of Cost Allocation Plan or Certificate of Indirect Costs, which has been reviewed by the HRSA/HAB Project Officer. If the Contractor choosesto use indirect cost as part or all their 10 percent administration costs, they must obtain and keep on file a federally approved DHHS-negotiated Certificate of Cost Allocation Plan or Certificate of Indirect Costs. The contractor must submit a current copy of the certificate to DDPHE.

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iii. The Contractor must ensure that budgets do not include unallowable costs. The Contractor will providebudgets and financial expense reports to DDPHE with sufficient detail to document that they do not include unallowable costs.

1.4 Budget Modification Requests

i. The Denver Department of Public Health and Environment (DDPHE) may, at its option, restrict thetransfer of funds among line items, programs, functions, or activities at its discretion as deemed appropriate by the Executive Director or his/her designee.

ii. Minor modifications to the services provided by the Contractor or changes to each line-item budget equal to or less than a ten percent (10%) threshold, which does not increase the total funding to the Contractor, will require notification to DDPHE program staff and upon approval may be submitted with the next monthly draw. Minor modifications to the services provided by Contractor, or changes to each line-item budget in excess of the ten percent (10%) threshold, which does not increase the total funding to Contractor, may be made only with prior written approval by the Executive Director or his/her designee. Such budget and service modifications will require submittal by Contractor of written justification and new budget documents. All other contract modifications will require an amendment to this Agreement executed in the same manner as the original Agreement.

iii. The Contractor understands that any budget modification requests under this Agreement must be submitted to DDPHE prior to the last Quarter of the Contract Period, unless waived in writing by theExecutive Director or his/her designee.

1.5 Procurement

i. The Contractor shall follow the City Procurement Policy to the extent that it requires at least three (3) documented quotations be secured for all purchases or services (including insurance) supplies, orother property that costs more than ten thousand dollars ($10,000) in the aggregate.

ii. The Contractor will maintain records sufficient to detail the significant history of procurement. Theserecords will include but are not limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

iii. If there is a residual inventory of unused supplies exceeding five thousand dollars ($5,000) in total aggregate upon termination or completion of award, and if the supplies are not needed for any other federally sponsored programs or projects, the Contractor will compensate the awarding agency for its share.

1.6 Income from Fee-for-Services (Program Income)

Below are requirements from the HRSA National Monitoring Standards, Fiscal Requirements for PartA, Section C. Please reference this document for more detailed requirements.

i. The Contractor must document the use of Part A and third-party funds to maximize program incomefrom third party sources and ensure that Ryan White is the payer of last resort. Third party funding sources include: Medicaid, Children's Health Insurance Programs, Medicare (including the Part D prescription drug benefit), and private insurance.

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ii. The Contractor will document billing and collection from third party payers, including Medicare and Medicaid, so that payer of last resort requirements are met.

iii. If the Contractor receives funding in Medicaid eligible service categories, they will document participation in Medicaid and certification to receive Medicaid payments, unless waived by theSecretary of Health and Human Services.

iv. The Contractor must document retention of program income derived from Ryan White Part A funded services and use of such funds in one or more of the following ways: funds added to resources committed to the project or program and used to further eligible project or program objectives; and funds used to cover program costs.

v. The contractor must provide tracking and documentation of program income derived from Ryan White Part A funded services and the use of such funds upon request. Review of program income tracking and documentation will occur at annual site visits.

vi. If the contractor uses their status as a Ryan White Part A subrecipient to qualify for 340b Pharmacy funding, any program income derived from 340b funding must be reported to DDPHE.

1.7 Imposition & Assessment of Client Charges

Below are requirements from the HRSA National Monitoring Standards, Fiscal Requirements for PartA, Section D. Please reference this document for more detailed requirements.

i. The Contractor will have policies and procedures for a publicly posted schedule of charges (e.g. sliding fee scale) to clients for services, which may include a documented decision to impose only anominal charge.

ii. The Contractor will not impose charges on clients with incomes below 100% Federal Poverty Level(FPL).

iii. Charges to clients with incomes greater than 100% of poverty are determined by the schedule of charges. Annual limitation on amounts of charge (i.e. caps on charges) for Ryan White services are based on the percentage of client's annual income, as follows: 5% for clients with incomes between 100% and 200% of FPL; 7% for clients with incomes between 200% and 300% of FPL; and 10% forclients with incomes greater than 300% of FPL.

1.8 Fiscal Management

Below are requirements from the HRSA National Monitoring Standards, Fiscal Requirements for Part A, Section E and F. Please reference this document for more detailed requirements.

i. The Contractor must comply with all the established standards in the Code of Federal Regulations(CFR) for nonprofit organizations, hospitals, institutions of higher education, and state and local governments.

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ii. The Contractor budgets and reports with sufficient detail to account for Ryan White funds by servicecategory, subgrantee, administrative costs, and (75/25 rule) core medical and support services rules, and to delineate between multiple funding sources and show program income.

iii. The Contractor will submit a line-item budget with sufficient detail to permit review and assessment of proposed use of funds for the management and delivery of the proposed services.

iv. The Contractor will document all request for approval of budget revisions.

v. The Contractor must track and report on tangible nonexpendable personal property, including exemptproperty, purchased directly with Ryan White Part A funds and having: a useful life of more than oneyear; and an acquisition cost of $5,000 or more per unit (lower limits may be established, consistent with DDPHE policies).

vi. The Contractor shall develop and maintain a current, complete, and accurate supply and medication inventory list and make the list available to DDPHE upon request. Title to supplies to be vested in DDPHE upon acquisition, with the provision that if there is a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the program, and the supplies are not needed for any other federally-sponsored program, DDPHE shall retain the supplies for use on non-federally sponsored activities or sell them and compensate the federal government for its share contributed to purchase of supplies.

1.9 Cost Principles

Below are requirements from the HRSA National Monitoring Standards, Fiscal Requirements for Part A, Section G. Please reference this document for more detailed requirements.

i. The Contractor will develop and maintain documentation that services are cost based. The Contractorwill ensure that budgets and expenses conform to federal cost principles and that fiscal staff are familiar with applicable federal regulations.

ii. The Contractor must have written procedures for determining the reasonableness of costs, the processfor allocations, and policies for allowable costs in accordance with provisions of applicable Federal cost principles and the terms and conditions of the award. Costs are reasonable when they do not exceed what would be incurred by a prudent person under circumstances prevailing at the time the decision was made to incur the costs.

iii. Requirements to be met in determining the unit cost of a services are: unit cost not to exceed the actualcost of providing the service, unit cost to include only expenses that are allowable under Ryan White requirements, and calculation of unit cost to use a formula of allowable administrative costs plus allowable program costs divided by number of units to be provided.

2.0 Fiscal Procedures

Below are requirements from the HRSA National Monitoring Standards, Fiscal Requirements for Part A, Section K. Please reference this document for more detailed requirements.

i. The Contractor will have policies and procedures for handling revenues from the Ryan White grant,including program income. The Contractor will prepare a detailed chart of accounts and general ledger that provide for the tracking of Part A revenue and will make this available to

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DDPHE upon request.

ii. The Contractor has policies and procedures that allow DDPHE prompt and full access to financial, program, and management records and documents as needed for program and fiscal monitoring andoversight and will make this available to DDPHE upon request.

iii. The Contractor will grant access to DDPHE to payroll records, tax records, and invoices with supporting documentation to show that expenses were actually paid appropriately with Ryan White Part A funds.

iv. The Contractor will provide timely, properly documented invoices to assist DDPHE to periodicallytrack the accounts payable process from date of receipt of invoices to date the checks are deposited.

v. The Contractor will document employee time and effort, with charges for the salaries and wages ofhourly employees. The Contractor will maintain payroll records for specified employees and will establish and consistently use allocation methodology for employee expenditures where employeesare engaged in activities supported by several funding sources. The Contractor will make payroll records and allocation methodology available to DDPHE upon request.

vi. The Contractor's fiscal staff have responsibility to ensure adequate reporting, reconciliation, and tracking of program expenditures, coordinate fiscal activities with program activities (e.g., the program and fiscal staff's meeting schedule and how fiscal staff share information with program staffregarding contractor expenditures, formula and supplemental unobligated balances, and program income), and have an organizational and communications chart for the fiscal department.

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DENVER
PUBLIC HEALTH & ENVIRONMENT

Exhibit E
Federal Provisions

Ryan White Part A Funds

Federal Award ID (FAIN) #: H8900027
Federal Award Date: 01/30/2026
Federal Awarding Agency:
Department of Health and Human Services
Health Resources and Services Administration

Pass-Through Entity:
City & County of Denver
Department of Public Health and Environment (DDPHE)
201 W. Colfax Ave., Floor 8, Denver, CO 80202

Contact Information forwarding official of the pass-through entity:
Robert George, Section Manager
Robert.George2@denvergov.org

Assistance Listing Number: 93.914
Federal Award Project Title: HIV Emergency Relief Project Grants

Total Federal funds obligated to subrecipient this fiscal year, FY2026:
$80,355.00 – Ryan White Part A Funds

Total amount of Federal Award: $2,135,483.00

Was SAM.gov verified and search documented: Yes

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EXHIBIT F - OPTION LETTER TEMPLATE

DENVER DEPARTMENT OF PUBLIC HEALTH & ENVIRONMENT (DDPHE)
OPTION LETTER #Enter Number

Agency: Denver Department of Public Health & Environment Executive Director of Public Health and Environment or Designee 201 W. Colfax Avenue, Suite 800 Denver, Colorado 80202	**Original Contract Number:** Enter Original Contract number
Contractor: Insert Contractor's Full Legal Name and address	**Option Letter Number:** Enter Option Letter number
Current Funding Period: Enter Month/Day/Year	**Current Contract Term:** Enter Months/Days/Years

Document Type	Funding Amount	Term Dates	Total
Initial Funding Amount	$0.00 (initial)		$0.00
Option Letter #1	$0.00 (additional)		$0.00
Option Letter #2	$0.00 (additional)		$0.00
Option Letter #3	$0.00 (additional)		$0.00
		Cumulative Funding Amount	$0.00
		Current Contract Maximum Amount	$0.00

SAMPLE

OPTIONS

A. Option to extend term. (Option for term extension will not exceed maximum five-year limit.)

B. Option to provide additional funding under original executed contract.

PROVISIONS

1. In accordance with **Section 3. TERM** of the Original Contract referenced above, the City hereby exercises its option for an additional term, beginning **NEW DATE** and ending on **NEW DATE**. The current contract expiration date and the rates stated in the Original Contract, as amended for the following reason: to extend the contract into Fiscal Year **XXXX**.

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2. In accordance with **Section 3. TERM** of the Original Contract referenced above, the City hereby exercises its option to provide additional funding for the contract budget period. **Exhibit XX - Budget is deleted and replaced in its entirety with Exhibit XX - Budget,** for the following reason: to add funds supporting the renewal term Statement of Work activities and deliverables.

3. The Contract Maximum Amount will not change. The above table **tracks any additional funding disbursement(s) during the contract term without going over the Original Total Contract Value.**

OPTION EFFECTIVE DATE

The effective date of this Option Letter is upon approval of the City and County of Denver or **ADD DATE**, whichever is later.

_____

Contractor Signature

_____

Date Signed

SAMPLE