

REVIVAL AND AMENDATORY AGREEMENT

THIS REVIVAL AND AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (hereinafter referred to as the “City”), and for and on behalf of the **DENVER DEPARTMENT OF HUMAN SERVICES**, (“County” or “DHS”) and **CrossPurpose**, a Colorado Nonprofit Corporation, with an address of PO BOX 2483 Denver, Colorado 80201, (the “Contractor”), individually a “Party” and collectively the “Parties.”

The City and the Contractor entered into an Agreement dated **August 6, 2019**, to provide services (the “Agreement”). The Agreement expired by its terms on **June 30, 2020**, and rather than enter into a new agreement, the Parties wish to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend the Agreement as set forth below.

The Parties agree as follows:

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

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

“**3. TERM**: The term of the Agreement (“Term”) shall commence on **May 1, 2019**, to **June 30, 2021**. Subject to the Executive Director’s prior written authorization, Contractor shall complete any work in progress as of the then current expiration date and the Term will extend until the work is completed or earlier terminated.”

3. Section 4.E.1 of the Agreement, titled “**Maximum Contract Amount**,” is amended by deleting and replacing it with the following:

“(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **SEVEN HUNDRED SEVENTY-FIVE THOUSAND TWENTY-FIVE DOLLARS AND ZERO CENTS (\$775,025.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically

described in **Exhibit A**. Any services performed beyond those in **Exhibit A** or performed outside the Term are performed at the Contractor's risk and without authorization under the Agreement.”

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

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

End.

Signature pages and Exhibits follow this page.

Exhibit List

Exhibit A-1

Contract Control Number: SOCSV-202055304-01
Alfresco No. SOCSV-201948998-01
Contractor Name: CROSSPURPOSE

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: SOCSV-202055304-01
Alfresco No. SOCSV-201948998-01
Contractor Name: CROSSPURPOSE

By:  _____
A43EB238841E4B1

Name: Cordelia Randall
(please print)

Title: Director of Strategic Partnerships/Government Services
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



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I. Purpose of Agreement

The purpose of the contract is to establish an agreement and Scope of Work between Denver Human Services (DHS) and CrossPurpose to provide targeted training and development of executive functioning/ life preparedness skills.

II. Background

DHS is allocated funds on an annual basis from the Colorado Department of Human Services (CDHS) for the operation of the Temporary Assistance for Needy Families (TANF)-Colorado Works Program. The TANF county block grant funds are utilized only to support the purposes of the Colorado Works program. Code of Colorado Regulations 9 CCR 2503-6 Income Maintenance (Volume 3.2). Households are determined at application to be either eligible or ineligible for TANF basic cash assistance. Adults who are considered work-eligible are provided with individualized services and supports to promote their family's economic well-being. All TANF eligibility for applicants is determined by DHS. DHS assesses initial work-eligibility to determine which work activities, services and supports available in the program are the best fit for the participant. DHS will also determine which agency/contractor might serve the participant best based on their scope of services.

DHS recognizes that even those adults who have been identified as "work-eligible" may need to pursue strategies other than employment to attain economic well-being. Similarly, some families may be experiencing a crisis that needs to be addressed before employment can be pursued. Examples may include families who are living in a shelter, newly involved with child welfare, or those experiencing other immediate safety issues. DHS may determine which individuals in these circumstances are not ready to focus on employment. This is determined through an assessment and addressed through the Individualized Plan or Roadmap, pursuant to Colorado Works regulations at 9-CCR-2503-6.

TANF participants will require in-depth and ongoing assessment of barriers and job readiness levels. From the assessments, Individualized Plans will be developed with the participant that offer intensive supports and services. This may include more extensive monitoring and possibly additional work supports. The intent is to engage and provide opportunities for participants to obtain and maintain employment that support career growth.

III. Services

- A.** To support and engage TANF eligible participants to develop strategies that address individual and family needs, DHS will work jointly with CrossPurpose to provide the following:
 - 1.** Cross Purpose will continue to offer quarterly structured 6-week career development cohorts. Additionally, Cross Purpose will offer the Easy Access online program
 - a.** The structured cohort classes will include the following:



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- i. Daily, in person sessions for approximately 4 hours per day and a total of 25 hours per week
 - ii. The cohort will last for 6 weeks
 - iii. Each week will focus on a different topic with targeted coaching and development
 - iv. The structured cohorts have the ability to be offered both in person or online
- b.** The Easy Access path will consist of:
 - i. A fully online 6-week program that does not require admittance
 - ii. The program will be approximately 15-20 hours of engagement per week
 - iii. Participants are asked to be online up to 3 times per week for a total of 4.5 hours
 - iv. Outside of the online sessions, assignments will be given on the CrossPurpose platform
 - v. Each participant will be assigned a coach for feedback, development and ongoing coaching as they move through the curriculum
 - vi. The Easy Access Path has the flexibility to be completed in any order and begin at any step based on the participant's level of interest and needs.
 - vii. All engagement in the Easy Access Path is tracked and available for sharing

B. Contents to be delivered

1. Structured Cohorts:

- a.** Addressing past trauma
 - i. A barriers self-assessment is completed with each participant to determine and acknowledge what in the past stood in their way to move forward
- b.** Personal Development
 - i. Identifying career interests and establishing a career path
- c.** Soft Job Skills
 - i. Identifying, learning and developing soft skills such as communication, problem solving, teamwork, time management and skills development
- d.** Digital Literacy
 - i. Assessing and establishing basics needed for the digital world.
- e.** Workplace Etiquette
 - i. Develop an understanding of what professionalism is and why it is important in the workplace
- f.** Interview Skills
 - i. Establishing interviewing techniques to improve interview performance
- g.** Resume Preparation



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- i. Developing a skills-based resume to begin the job application process
 - h. Presentation Skills**
 - i. Providing participants with the opportunity to demonstrate skills learned and how to present yourself verbally and on paper
- 2. Easy Access Path:**
 - a. Story: Start with You**
 - i. A barriers self-assessment is completed with each participant to determine and acknowledge what in the past stood in their way to move forward
 - b. Strength & Structure**
 - i. Identifying, learning and developing soft skills such as communication, problem solving, teamwork, time management and skills development
 - c. Sight and Vision**
 - i. Identifying career interests and establishing a career path
 - d. Step Forward**
 - i. Working with participants to personalize goals and steps needed for success and career path development
 - e. Skillset**
 - i. Identifying, learning and developing soft skills such as communication, problem solving, teamwork, time management and skills development
 - f. Sustaining Success**
 - i. A combination of resume development and interview skills preparation to assist participants in their job search process
- C. TANF participants will have access to Coaches that will support career development goals, cultivate personal growth and overcome barriers. This curriculum will progressively develop our participants and prepare them to enroll in other programs for growth and achievement. The curriculum will already be established and registered with the CDL for training and skill development programs.**
 - 1. Coaches will meet one-on-one with participants for up to three (3) 1-hour coaching sessions and additional weekly check-ins.**
 - a. Coaching session one will focus on stabilization, prompting program participants to identify potential barriers to success, and beginning a plan to address those barriers.**
 - b. The second coaching session begins to chart a career trajectory, using assessment results and a participant's interests and goals to help him or her choose a job skill "track" within the program. Case management notes taken at each session record identified goals, action steps taken toward goals, barriers to success, supports received through the program, and monitor progress toward meaningful work engagement.**



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- D.** DHS will remain the assigned as the case manager of record. As the case manager of record, DHS will provide ongoing case management supports including ongoing assessment, development of Individualized Plans (IP) with participant, and engagement into workforce development activities that lead to employment.

 - 1.** Cross Purpose will partner with DHS to supply a monthly individual summary to support their engagement in the TANF program.
- E.** CrossPurpose’s integrated programs provide solutions to reduce generational poverty in the Metro Denver community, developing an educated and skilled workforce and families that rely less on government assistance.
- F.** DHS TANF participants assigned to CrossPurpose will attend an initial one-on-one meeting with their case manager to develop individualized goals for their participation in the program.
- G.** CrossPurpose will help utilize their curriculum as needed for use and integration with other TANF programs as appropriate. This includes the creation of one time or short-term targeted skill development for TANF participants. The goal of sharing this information is to ensure alignment in teachings, development and consistency of experience for program participants.
- H.** For the TANF applicant or participant objecting to the religious character of any TANF service provider, that applicant or participant shall be entitled to receive services from an alternative provider to which the individual has no religious objection.
- I.** This contract allows for any CrossPurpose to provide an alternative means for benefits, assistance, or services if an individual object to being served by the religious provider chosen by the county. Contract agencies can directly refer TANF clients to an alternative provider with reasonable accessibility to services and the capacity to provide comparable services to the individual. Such services shall have a value that is not less than the value of the services that the individual would have received from the program participant to which the individual had such objection, as defined by the State or county. Alternately, CrossPurpose shall refer the TANF applicant or recipient back to the county department for appropriate rereferral.
- J.** DHS and CrossPurpose will work collaboratively to ensure services are available to participants in a variety of fashions. Programming offered via CrossPurpose’s service menu must have the ability to be offered virtually and online, not just in person. In the event the curriculum requires in person components, CrossPurpose will work with DHS and other partners to ensure these in person services are appropriate, safe, and compliant. The content of all virtual/online programming can be cross-walked to the in-person services with minimal disruption to participants and the targeted outcomes to be achieved.



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K. CrossPurpose Responsibilities

1. Hire and manage qualified and trained staff to provide quality support to populations that present with barriers and other needs that are typically beyond the scope of staff at DHS.
2. Provide budget oversight of TANF funding to ensure incurred costs follow State and federal statutes and regulations.
3. Work closely with DHS on collaboration efforts related to TANF goals, outcomes, policies and procedures.
 - a. Provide regular reporting (financial, programmatic and outcome based)
 - b. Participate in training and policy development activities.
4. Partner with DHS in the use of Microsoft Teams or other City technology for the purpose of sharing data and other participant information
5. Protect DHS client data, by complying with the Health Insurance Portability and Accountability Act (HIPAA).
6. Protect data by complying with all provisions of 42 C.F.R. Part 2, relating to substance abuse treatment and records.

L. Audits

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

M. Management Site Visits and other Audits

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



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

N. Records

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

IV. Process and Outcome Measures

A. Process Measures

1. CrossPurpose agrees to meet all state metrics as required for the Colorado Works/TANF program.
2. CrossPurpose will provide the individual monthly summary sheet on each participant to support TANF program requirements.

B. Outcome Measures

1. CrossPurpose will offer the cohort-based model as well as the Easy Access model. Between the two models CrossPurpose may serve up to a total of sixty (60) TANF participants per contract or until the full contract value of \$315,720.00 is utilized.
2. 75% of participants that complete the full six-week curriculum will see an increased level of work readiness



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3. 40% of participants who complete the six-week curriculum will move forward to either the educational pathway or career pathway for ongoing support and services with CrossPurpose or through a referral from CrossPurpose

3. Performance Management and Reporting

A. Performance Management

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

1. **Program or Managerial Monitoring:** The quality of the services being provided and the effectiveness of those services addressing the needs of the program.
2. **Contract Monitoring:** Review and analysis of current program information to determine the extent to which CrossPurpose is achieving established contractual goals. Financial Services, in conjunction with the DHS program area and other designated DHS staff, will provide performance monitoring and reporting reviews. DHS staff will manage any performance issues and will develop interventions to resolve concerns.
3. **Compliance Monitoring:** Will ensure that the terms of the contract document are met, as well as Federal, State and City legal requirements, standards and policies.
4. **Financial Monitoring:** Will ensure that contracts are allocated and expended in accordance with the terms of the agreement. CrossPurpose is required to provide all invoicing documents for the satisfaction of Financial Services. Financial Services will review the quality of the submitted invoice monthly. Financial Services will manage invoicing issues through site visits and review of invoicing procedures.

B. Reporting

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

Report Name	Description	Frequency	Reports to be sent to:
1. Quarterly Reports	CrossPurpose will complete four quarterly spreadsheets to report out on program services and outcomes.	Due Monthly submitted on or before the 15 th of each month following the quarter services were rendered	Colorado Works/TANF Program Administrator
2. Monthly Summary Sheet	Individual Monthly Summary sheet per participant to document engagement with Cross Purpose and compliance with the Colorado Works/TANF program	Due Monthly submitted on or before the 5 th of each month following the month services were rendered	TANF case managers assigned to the TANF cases



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3. Monthly Participant Reimbursement Request Report	Monthly report detailing the participants CrossPurpose is requesting reimbursement for based on their completion of classes	To be submitted monthly along with the invoice	DHS_Contractor_Invoices@denvergov.org
4. Contract Summary Report	Report shall demonstrate all functions performed, and how services provided met the overall goals of this agreement. Other data will include total budget per line item, amount spent, and an explanation as to unspent funds, etc.	Contract End, within Forty-five (45) days after Term End.	Colorado Works/TANF Program Administrator

4. DHS funding information:

- a. **Program Name: TANF**
- b. **Funding Source: Colorado Works**

5. Budget

Invoices and reports shall be completed and submitted on or before the 15th of each month following the month services were rendered 100% of the time. CrossPurpose shall use DHS' preferred invoice template, if requested. Invoicing supporting documents must meet DHS requirements.

Invoices shall be submitted to: **DHS_Contractor_Invoices@denvergov.org** or by US Mail to:

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



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Contractor: CrossPurpose		
Fiscal Term: 7/1/2020-6/30/2021		
Fiscal Amount: Not to exceed \$315,720		
Contract Number: SOCSV-201948998-01 & SOCSV-202055304-01		
Service	Fee	Narrative
Career Development Curriculum (6-week curriculum)	\$877.00 per client per week, not to exceed \$5,262 per client, per year	To be reimbursed per week of classes attended by DHS TANF clients. Back-up documentation to support payment includes: proof of attendance for each client per week/class attended and monthly client reimbursement request report detailing services provided and outcomes achieved as outlined in section V.B.3
Total Contract Amount	\$315,720	Not to exceed the value of the contract amount

Contract Summary of Amounts:

Contract Version	Term	Previous Amount	Additional Amount	New Contract Total
Base	5/1/2019-6/30/2020	\$0	\$459,305	\$459,305
1st Amendment	7/1/2020-6/30/2021	\$459,305	\$315,720	\$775,025

VIII. HIPAA/HITECH (Business Associate Terms)

1. GENERAL PROVISIONS AND RECITALS

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



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- 1.03 CITY wishes to disclose to CROSSPURPOSE 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 CROSSPURPOSE in the same manner as they apply to a covered entity. CROSSPURPOSE 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 CROSSPURPOSE'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 CROSSPURPOSE 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



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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 CROSSPURPOSE 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 CROSSPURPOSE demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

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

2.04 "CROSSPURPOSE" 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).



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- 2.12 "Parties" shall mean "CROSSPURPOSE" and "CITY", collectively.
- 2.13 "Physical Safeguards" are physical measures, policies, and procedures to protect CROSSPURPOSE'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 CROSSPURPOSE.
- 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 CROSSPURPOSE AS BUSINESS ASSOCIATE.

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



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- 3.02 CROSSPURPOSE agrees to use appropriate safeguards, as provided for in this Agreement, to prevent use or disclosure of PHI that CITY discloses to CROSSPURPOSE or that CROSSPURPOSE creates, receives, maintains, or transmits, on behalf of CITY, except as provided for by this Contract.
- 3.03 CROSSPURPOSE 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 CROSSPURPOSE or that CROSSPURPOSE creates, receives, maintains, or transmits, on behalf of CITY.
- 3.04 CROSSPURPOSE agrees to mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of PHI by CROSSPURPOSE in violation of the requirements of this Agreement that becomes known to CROSSPURPOSE.
- 3.05 CROSSPURPOSE agrees to immediately report to CITY any Use or Disclosure of PHI not provided for by this Agreement that CROSSPURPOSE becomes aware of. CROSSPURPOSE must report Breaches of Unsecured PHI in accordance with 45 CFR §164.410.
- 3.06 CROSSPURPOSE agrees to ensure that any of its subcontractors that create, receive, maintain, or transmit, PHI on behalf of CROSSPURPOSE 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, CROSSPURPOSE 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 CROSSPURPOSE 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. CROSSPURPOSE agrees to notify CITY in writing no later than ten (10) calendar days after the amendment is completed.
- 3.09 CROSSPURPOSE 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 CROSSPURPOSE 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 CROSSPURPOSE agrees to document any Disclosures of PHI that CITY discloses to CROSSPURPOSE or that CROSSPURPOSE 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.



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- 3.11 CROSSPURPOSE 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 CROSSPURPOSE agrees that, to the extent CROSSPURPOSE carries out CITY's obligation(s) under the HIPAA Privacy and/or Security rules, CROSSPURPOSE will comply with the requirements of 45 CFR Part 164 that apply to CITY in the performance of such obligation(s).
- 3.13 CROSSPURPOSE shall work with CITY upon notification by CROSSPURPOSE to CITY of a Breach to properly determine if any Breach exclusions exist as defined below.

4. SECURITY RULE.

- 4.01 CROSSPURPOSE 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 CROSSPURPOSE or that CROSSPURPOSE creates, receives, maintains, or transmits on behalf of CITY. CROSSPURPOSE shall follow generally accepted system security principles and the requirements of the HIPAA Security Rule pertaining to the security of electronic PHI.
- 4.02 CROSSPURPOSE shall ensure that any subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of CROSSPURPOSE agree through a contract with CROSSPURPOSE to the same restrictions and requirements contained here.
- 4.03 CROSSPURPOSE shall immediately report to CITY any Security Incident of which it becomes aware. CROSSPURPOSE 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, CROSSPURPOSE 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 CROSSPURPOSE as of the first day on which such Breach is known to CROSSPURPOSE or, by exercising reasonable diligence, would have been known to CROSSPURPOSE.
 - 5.01.2 CROSSPURPOSE 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 CROSSPURPOSE, as determined by the federal common law of agency.



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- 5.02 CROSSPURPOSE shall provide the notification of the Breach immediately to the CITY DHS Executive Director or other designee.
 - 5.02.1 CROSSPURPOSE'S initial notification may be oral, but shall be followed by written notification within 24 hours of the oral notification.
- 5.03 CROSSPURPOSE'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 CROSSPURPOSE 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 CROSSPURPOSE is required to notify CITY, or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR §164.410 (b) has elapsed, including:
 - a. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - b. A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - c. Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - d. A brief description of what CROSSPURPOSE is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and
 - e. Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 5.04 CITY may require CROSSPURPOSE 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 CROSSPURPOSE is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CROSSPURPOSE shall have the burden of demonstrating that CROSSPURPOSE 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.



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- 5.06 CROSSPURPOSE 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 CROSSPURPOSE 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 CROSSPURPOSE's initial report of the Breach to CITY.
- 5.08 CROSSPURPOSE 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. CROSSPURPOSE 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, CROSSPURPOSE 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 CROSSPURPOSE.

- 6.01 CROSSPURPOSE may use or further disclose PHI that CITY discloses to CROSSPURPOSE 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 CROSSPURPOSE may use PHI that CITY discloses to CROSSPURPOSE, if necessary, for the proper management and administration of the Agreement.
- 6.03 CROSSPURPOSE may disclose PHI that CITY discloses to CROSSPURPOSE to carry out the legal responsibilities of CROSSPURPOSE, if:
 - 6.03.1 The Disclosure is required by law; or
 - 6.03.2 CROSSPURPOSE 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 CROSSPURPOSE of any instance of which it is aware in which the confidentiality of the information has been breached.



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- 6.04 CROSSPURPOSE may use or further disclose PHI that CITY discloses to CROSSPURPOSE to provide Data Aggregation services relating to the Health Care Operations of CROSSPURPOSE.
- 6.05 CROSSPURPOSE may use and disclose PHI that CITY discloses to CROSSPURPOSE consistent with the minimum necessary policies and procedures of CITY.

7. OBLIGATIONS OF CITY.

- 7.01 CITY shall notify CROSSPURPOSE 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 CROSSPURPOSE's Use or Disclosure of PHI.
- 7.02 CITY shall notify CROSSPURPOSE 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 CROSSPURPOSE's Use or Disclosure of PHI.
- 7.03 CITY shall notify CROSSPURPOSE 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 CROSSPURPOSE's use or disclosure of PHI.
- 7.04 CITY shall not request CROSSPURPOSE 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 CROSSPURPOSE of the requirements of this Contract, CITY shall:
 - 8.01.1 Provide an opportunity for CROSSPURPOSE to cure the material breach or end the violation within thirty (30) business days; or
 - 8.01.2 Immediately terminate the Agreement, if CROSSPURPOSE 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, CROSSPURPOSE shall either destroy or return to CITY all PHI CROSSPURPOSE received from CITY and any and all PHI that CROSSPURPOSE 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 CROSSPURPOSE.
 - 8.02.2 CROSSPURPOSE shall retain no copies of the PHI.



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8.02.3 In the event that CROSSPURPOSE determines that returning or destroying the PHI is not feasible, CROSSPURPOSE 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, CROSSPURPOSE 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 CROSSPURPOSE 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)

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