

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as the “City”, for an on behalf of the **DENVER DEPARTMENT OF HUMAN SERVICES**, and **GUADALUPE PROJECT, INC.**, with an address of 756 South Lipan Street, Denver Colorado 80223 (“Provider” or “Contractor”), with “Trails” Provider Number 1518868.

RECITALS

A. The Parties entered into an Agreement dated June 12, 2015 (the “Agreement”).

B. The Parties wish to amend the Agreement to revise the scope of work, service authorization agreement, CDHS Trails system billing form, extend the term, and increase the total amount of compensation to be paid to the Contractor.

Now, therefore, the Parties agree as follows:

1. All references to “...Exhibits A, B and C...” in the existing Agreement shall be amended to read: “...Exhibits A, A-1, B, B-1, C and C-1 as applicable...” The scope of work marked as Exhibit A-1 is attached and incorporated by reference. The service authorization agreement marked B-1 is attached and incorporated by reference. The CDHS Trails system billing form marked C-1 is attached and incorporated by reference. Exhibits A-1, B-1, and C-1 will be in effect from June 1, 2016 until May 31, 2017.

2. Article 2 of the Agreement, entitled “**TERM OF AGREEMENT**”, is amended to read as follows:

“**2. TERM OF AGREEMENT**: The term of this Agreement shall commence on June 1, 2015, and terminate on May 31, 2017, provided that the term may be extended upon mutual agreement of the parties for up to two (2) additional one (1) year periods, subject to the availability of sufficient funds and execution of an Amendatory Agreement.”

3. Article 6 of the Agreement, entitled “**COMPENSATION AND PAYMENT**”, is revised to add the total maximum compensation:

“**H.** The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement an amount not to exceed **One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00)** (the “Maximum Contract Amount”). Amount billed may not exceed the budget set forth in **Exhibit A or A-1**”.

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

5. This Amendatory 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.

END

SIGNATURE PAGES AND EXHIBITS A-1, B-1, and C-1 FOLLOW THIS PAGE

Contract Control Number:

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:

By _____

By _____

By _____



Contract Control Number: SOCSV-201521465-01

Contractor Name: Guadalupe Project, Inc.

By: Pamela Hoggins

Name: Pamela Hoggins
(please print)

Title: Owner / Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



CORE SERVICES PROGRAM SCOPE OF WORK

I. Purpose of Agreement

The purpose of the agreement is to establish a contract and Scope of Work that will **begin on June 1, 2016 and end on May 31, 2017** between the Denver Department of Human Services (DDHS) and **Guadalupe Project, Inc., Trails Provider #1518868** who will provide culturally competent services through the Core Services Program with funding from the City and County of Denver.

II. Core Services Program

The Core Services Program was established within the Colorado Department of Human Services in 1994 and is statutorily mandated to provide strength-based resources and support to families when children are at imminent risk of out-of-home placement and/or are in need of services to maintain a least restrictive setting.

The goals of the Core Services Program are to:

- A. Focus on the family strengths by directing intensive services that support and strengthen the family and protect the child;
- B. Prevent out-of-home placement of the child;
- C. Return children in placement to their own home; or,
- D. Unite children with their permanent families.
- E. Provide services that protect the child.

"To return children in placement to their own home or to unite children with their permanent families" is defined as return to the home of a parent, an adoptive placement, guardianship, independent living placement, foster-adoption placement or to live with a relative/kin if the goal for the child in the Provider Report Requirements is to remain in the placement on a permanent basis.

III. Services

The Denver Department of Human Services desires to contract for the following services:

Service Type	Program Description & Detail	Rate	Unit
Home Based Services	Treatment Package Intensive: <u>12 hours</u> of service per week – 75% of that should be spent with the client working on treatment plan issues. The other 25% can be related to court activities/requests; VOICES Meetings; participating in Administrative Review Conferences; report writing; documentation; phone calls, etc.	\$2,300	Monthly

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**CORE SERVICES PROGRAM
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Service Type	Program Description & Detail	Rate	Unit
	<p>Treatment Package High: <u>8 hours</u> of service per week – 75% of that should be spent with the client working on treatment plan issues. The other 25% can be related to court activities/requests; VOICES Meetings; participating in Administrative Review Conferences; report writing; documentation; phone calls, etc.</p>	\$1,765	Monthly
	<p>Treatment Package Moderate: <u>6 hours</u> of service per week – 85% of that should be spent with the client working on treatment plan issues. The other 15% can be related to court activities/requests; VOICES Meetings; participating in Administrative Review Conferences; report writing; documentation; phone calls, etc.</p>	\$1,550	Monthly
	<p>Treatment Package Low: <u>3 hours</u> of service per week – 90% of that should be spent with the client working on treatment plan issues. The other 10% can be related to court activities/requests; Team Decision Meetings; participating in Administrative Review Conferences; report writing; documentation; phone calls, etc.</p>	\$600	Monthly
	<p>Treatment Package: additional hours authorized</p>	\$65.00	Hourly
Supervised Visitation	<p>Treatment Package Intensive – Therapeutic Visitation - conjoint parent-child therapy conducted by a licensed mental health professional also trained to provide supervised visitation. The role of the visitation worker is the same as a family therapist and uses therapeutic modalities to address parent/child interactions. 1 hour (75%) of time should be spent with the parent and child. The other 15 minutes (25%) can be spent on parent debrief and coaching; report writing; phone calls; etc. Total time is 1.25 hours at \$86.25.</p>	86.25	1.25 Hour
	<p>Treatment Package High – Therapeutic Visitation - conjoint parent-child therapy</p>	74.75	1.25 Hour

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Service Type	Program Description & Detail	Rate	Unit
	<p>conducted by a Masters Level professional under the supervision of a Licensed Clinical professional, also trained to provide supervised visitation. The role of the visitation worker is the same as a family therapist and uses therapeutic modalities to address parent/child interactions. 1 hour (75%) of time should be spent with the parent and child. The other 15 minutes (25%) can be spent on parent debrief and coaching; report writing; phone calls; etc. Total time is 1.25 hours at \$74.75.</p> <p>Treatment Package Moderate – Parent Coaching - contact between a noncustodial parent and one or more children in the presence of a third person, in which the supervisor has a minimum of a Bachelor’s degree or equivalent experience and training. The supervisor is actively involved in promoting behavioral change in parent/child relationships. Visitation coaching is directed and educational. 1 hour (75%) of time should be spent with the parent and child. The other 15 minutes (25%) can be spent on parent debrief and coaching; report writing; phone calls; etc. Total time is 1.25 hours at \$63.25.</p> <p>Treatment Package Low – Supervised Visitation – parent/child contact overseen by a third party in which the supervisor has a High School Diploma or GED and the only focus is the protection and safety of the child and adult participants. 1 hour (75%) of time should be spent with the parent and child. The other 15 minutes (25%) can be spent on report writing, phone calls, etc.</p> <p>Treatment Package – Intermittent Supervised Visitation – A type of visitation where a qualified visitation worker checks in on the visit periodically, rather than being present for the entire visit. Intermittent visitation can be on</p>	<p></p> <p>63.25</p> <p>55.00</p> <p>40.00</p>	<p></p> <p>1.25 Hour</p> <p>1.25 Hour</p> <p>Hourly</p>

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Service Type	Program Description & Detail	Rate	Unit
	<p>premise at the visitation provider’s location or in another location (like the client’s home.) During the visit, the qualified visitation worker is expected to drop in unannounced periodically. The visitation worker should limit their presence to brief visits, unless concerns are such that the worker feels it would be imprudent to leave. The visitation worker and caseworker should collaborate to determine the frequency and duration of the periodic check-in. The visitation provider, client, and caseworker should have a safety plan in place that is well-communicated and designed to address any potential safety concerns. This is intended to be short-term and should not exceed two weeks. DHS will pay \$40.00 per hour for the duration of the visit.</p> <p>Other Services - Visitation Transportation – Provider may only bill for time transporting a client. This may be billed in 15 minute increments at \$10.00.</p> <p>Other Services - VOICES meetings – provider attendance at treatment team meetings will be authorized as needed, generally 2 hours every 90 days.</p>	<p></p> <p align="center">40.00</p> <p align="center">40.00</p>	<p></p> <p align="center">Hourly</p> <p align="center">Hourly</p>

- A.** Core Services providers are expected to:
1. Respond to DDHS Child Welfare to provide such Core Services as authorized in the Service Authorization Agreement (**Exhibit B**). Respond to referrals in a timely manner by attempting to contact the potential client within two (2) business days of receipt of the service authorization and scheduling the first face-to-face visit within five (5) business days of the initial contact. If the client cannot be reached or an appointment cannot be scheduled within that period, the provider will contact the referring party (caseworker) and request their guidance regarding how to make contact with the client.

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CORE SERVICES PROGRAM SCOPE OF WORK

2. Work collaboratively with the client once they have engaged in services, to develop a treatment plan that includes clinical issues specific to the contracted services, but also addresses child protection and/or delinquency concerns.
 3. Maintain ongoing and timely communication with the Child Welfare caseworker. This is imperative and includes informing the caseworker whenever there is a sustained break in treatment, new reports of child abuse, positive Urine Analysis or Breathalyzers, changes in medication, etc.
 4. Reach out to extended family members of the client whenever possible in order to address any underlying family dynamics that are undermining treatment and to help build and maintain a healthy support system for the client.
- B. Special Requirements and Conditions:**
1. Provide culturally competent services.
 2. Provider agency staff may provide transportation of clients for reasons pertaining to the treatment plan or services. Any employee transporting client(s) will have a current driver's license and adequate insurance as required in body of City and County of Denver contract.
 3. Therapy services may only be provided by a Master's Degree level clinician or unlicensed therapist registered with the Department of Regulatory Agencies (DORA). Unlicensed therapist must receive supervision from a licensed therapist in accordance with DORA regulations. Other services may be provided by Bachelor's Degree level staff or paraprofessional level staff.
 4. Providers who are providing therapeutic services are required to apply to become Medicaid providers to provide continuity of care to clients upon the end of the Core Services authorization.
 5. Providers working closely with families involved in the child welfare system are expected to be capable of discussing and providing clear recommendations around the needs of the families and children they serve. This includes recommendations around frequency and level of supervision of visits, placement and reunification planning and safety issues.
 6. Provider agency will perform background checks, such as Colorado Bureau of Investigation, and the equivalent of the Child Abuse Central Registry on employees.
 - i. Provider is responsible for ongoing, as frequent as necessary, reviews of background checks for each employee, prospective employee and/or subcontractor.
 7. Provider agency will ensure that their facility and employees have proper training, credentialing and follow the rules and regulations of all applicable State Department qualification requirements.

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CORE SERVICES PROGRAM SCOPE OF WORK

8. The Department does not pay for no-shows or cancelled appointments when services are provided on hourly or per episode unless otherwise agreed upon by the Core Services Program Administrator.
9. Provider agency agrees to be available for request to appear in court regarding treatment matters and complete a written report to the court upon request if deemed necessary.
10. Provider will collaborate with the caseworker to request Medicaid approval when necessary.
11. Provider will understand the rules and regulations regarding the Medicaid funding for treatment.
12. Submit a monthly invoice with all required information for services provided no later than the fifth (5th) day following the month in which Core Services were rendered (**Exhibit C**, Core Billing Requirements) for billing for each client seen and reimbursement being requested.
 - i. Reimbursement will only be provided until the authorization expiration date or until a case is closed, whichever occurs first.
13. Monthly progress reports that includes progress and barriers in achieving provisions of the treatment plan will be submitted *with the bill*; (and will follow the format as stated in **Exhibit D**); be professionally written; focus on family strengths; and will address areas of need in order to strengthen the family, and protect the child(ren).
14. Discharge from treatment will be a collaborative process between the provider and the Child Welfare caseworker, with the understanding that accessing ongoing community resources will be imperative for sustaining successful client functioning.
15. Applicable rates shall be determined as set forth in the Agreement, unless the rates are altered during the term as legislated by the General Assembly. The City will provide written notice to the Contractor of any state changes in rates. These altered rates shall automatically go into effect unless the Contractor notifies the City in writing within fourteen (14) days, in which case the contract may then be subject to re-negotiation or termination.
16. Providers are required to use DART 2.0 for all authorizations.

IV. Background Checks

Contractor shall provide background checks for all current and prospective employees of Contractor, and/or any subcontractor who has any direct contact with a child involved in any phase of an open child welfare case including, without limitation, those in the process of being placed and those who have been placed in out of home care. Each employee, prospective employee and/or subcontractor shall submit a complete set of fingerprints to the Colorado

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Core Services Program Scope of Work 06/01/2016

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Bureau of Investigation (CBI) that were taken by a qualified law enforcement agency to obtain any criminal record held by the CBI.

A. Contractor Employees and Subcontractors

1. The person's employment is conditional upon a satisfactory criminal background check and subject to the same grounds for denial or dismissal as outlined in 26-6-104(7), C.R.S., including:
 - a. Checking records and reports; and
 - b. Individuals who have not resided in the state for two years shall be required to have Federal Bureau of Investigation (FBI) fingerprint-based criminal history.
2. Payment of the fee for the criminal record check is the responsibility of the Contractor or at Contractor's option individual being checked. In either case, DHS will not reimburse any of the costs associated with background checks.

B. Volunteers and Students (if applicable)

1. If volunteers or students are used by Contractor, Contractor shall define specifically the services to be given by that individual.
2. Volunteers and students who are assigned to work directly with the children/youth shall:
 - a. Be subject to reference checks similar to those performed for employment applicants.
 - b. Be supervised by Contractor's paid and qualified staff and report any concerns or issues to that staff
 - c. Be oriented and trained in the confidential nature of their work and the specific job which they are to do prior to assignment.
3. Provisions for employment and volunteer/student related background check inquiries will be followed as outlined in Section 7.701.32 "Use of Reports and Records of Child Abuse or Neglect for Background and Employment Inquiries."

V. Performance Management and Reporting

A. Performance Management

Monitoring will be performed by the program area and Contracting Services. Contractor 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 & Financial Monitoring:** Review and analysis of (a) current program information to determine the extent to which contractors are achieving established contractual goals; (b) financial systems & billings to ensure that contract funds are allocated & expended in accordance with the terms of the agreement. Contracting

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Services, in conjunction with the DHS program area, will manage any performance issues and will develop interventions that will resolve concerns.

3. **Compliance Monitoring:** Monitoring to ensure that the requirements of the contract document, Federal, State and City and County regulations, and DHS policies are being met.

B. Reporting

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

Report # and Name	Description	Frequency
1. Monthly Report Required for each client seen and for whom reimbursement is being requested	Report should be clear, specific, and detailed. Reports should clearly spell out what work is being done with the client(s), family and how the client(s) is progressing. Report must be typewritten and clear of grammatical errors and follow the example in Exhibit D .	Submitted monthly no later than the fifth (5th) day following the month in which Core Services were rendered.
Monthly Invoice	Invoice must include the following information in order to be reimbursed (other information may requested by DDHS): <ul style="list-style-type: none"> • Billable Child’s Name • Name of person receiving service • Trails Case ID • Itemized dates of service (must include explanation if service(s) provided was not included in authorization) 	Submitted monthly no later than the fifth (5th) day following the month in which Core Services were rendered(Exhibit C) and Provider Report Requirements (Exhibit D) for each client seen and for whom reimbursement is being requested
2. Mental Health Assessments, Psychological Evaluations, and Parent Child Interactional evaluation reports	The assessments and evaluations shall be typewritten, clear of grammatical errors and include at a minimum: the name of the examiner, referral questions/reason for testing, assessment methods, and examiners background information, summary of testing results, psychological impression, conclusions, recommendations, and any other information deemed necessary.	No later than 3 weeks after meeting with the client(s).

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Report # and Name	Description	Frequency
3. Quarterly Report	Report should be clear, specific, detailed, and legible. Reports should detail outcomes as identified by DDHS' Core Services Program. Reports will include a roster of contractor's employees and the employees' certification and/or training in evidenced based practice and/or promising practice.	Submitted quarterly to Core Services Administrator
4. Other reports as reasonably requested by the City.	To be determined (TBD)	TBD

VI. General Requirements

- Provider information changes such as change of address, phone, fax number, staffing changes must be reported to Denver Department of Human Services Core Services Program Administrator within 48 business hours after the change occurred.
- Any sanctions, disciplinary issues, and hiring practices that affect the business practice of the service providers shall be reported to Denver Department of Human Services Core Services Program Administrator within 48 business hours.
- If Provider has a Medicaid contract, they will refer or facilitate a referral to Medicaid for payment if family is Medicaid eligible and services appear to address treatment issues that meet Medicaid eligibility.

Address correspondence to:

Denver Department of Human Services
 Core Services Program Administrator
 Child Welfare Division 3rd Floor
 1200 Federal Boulevard
 Denver, Colorado 80204

VII. Business Associate Terms – HIPAA/HITECH

1. GENERAL PROVISIONS AND RECITALS

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

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1.02 The parties agree that a business associate relationship (as described in 45 CFR §160.103) under HIPAA, the HITECH Act, and the HIPAA regulations arises between the CONTRACTOR and CITY to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of CITY.

1.03 CITY wishes to disclose to CONTRACTOR certain information, some of which may constitute Protected Health Information (“PHI”) as defined below, to be used or disclosed in the course of providing services and activities.

1.04 The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they exist or may hereafter be amended.

1.05 The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that impose more stringent requirements with respect to privacy of PHI.

1.06 The parties understand that the HIPAA Privacy and Security rules apply to the CONTRACTOR in the same manner as they apply to a covered entity. CONTRACTOR agrees to comply at all times with the terms of this Agreement and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they exist or may hereafter be amended, with respect to PHI.

2. DEFINITIONS.

2.01 "Administrative Safeguards" are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of CONTRACTOR's workforce in relation to the protection of that information.

2.02 "Agreement" means the attached Agreement and its exhibits to which these terms additional 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:

- a. any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of CONTRACTOR or CITY, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.
- b. any inadvertent disclosure by a person who is authorized to access PHI to another person authorized to access PHI, or organized health care arrangement in which CITY participates, and the information received as a result of such disclosure is not further used or

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disclosed in a manner disallowed under the HIPAA Privacy Rule.

- c. a disclosure of PHI where CONTRACTOR or CITY has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

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

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

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

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

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

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

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

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

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

2.11 "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

2.12 "Parties" shall mean "CONTRACTOR" and "CITY", collectively.

2.13 "Physical Safeguards" are physical measures, policies, and procedures to protect CONTRACTOR's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.

2.14 "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually

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Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

2.15 "Protected Health Information" or "PHI" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.

2.16 "Required by Law" shall have the meaning given to such term under the HIPAA Privacy Rule at 45 CFR §164.103.

2.17 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

2.18 "Security Incident" means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by CONTRACTOR.

2.19 "The HIPAA Security Rule" shall mean the Security Standards for the Protection of electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

2.20 "Subcontractor" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.

2.21 "Technical safeguards" means the technology and the policy and procedures for its use that protect electronic PHI and control access to it.

2.22 "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services ("HHS") in the guidance issued on the HHS Web site.

2.23 "Use" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.

3. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE.

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

3.02 CONTRACTOR agrees to use appropriate safeguards, as provided for in this Agreement, to prevent use or disclosure of PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits, on behalf of CITY, except as provided for by this Contract.

3.03 CONTRACTOR agrees to comply with the HIPAA Security Rule, at Subpart C of 45 CFR Part 164, with respect to electronic PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits, on behalf of CITY.

3.04 CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of PHI by CONTRACTOR in violation of the requirements of this Agreement that becomes known to CONTRACTOR.

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3.05 CONTRACTOR agrees to immediately report to CITY any Use or Disclosure of PHI not provided for by this Agreement that CONTRACTOR becomes aware of. CONTRACTOR must report Breaches of Unsecured PHI in accordance with 45 CFR §164.410.

3.06 CONTRACTOR agrees to ensure that any subcontractors that create, receive, maintain, or transmit, PHI on behalf of CONTRACTOR agree to the same restrictions and conditions that apply to CONTRACTOR with respect to such information.

3.07 To comply with the requirements of 45 CFR §164.524, CONTRACTOR agrees to provide access to CITY, or to an individual as directed by CITY, to PHI in a Designated Record Set within fifteen (15) calendar days of receipt of a written request by CITY.

3.08 CONTRACTOR agrees to make amendment(s) to PHI in a Designated Record Set that CITY directs or agrees to, pursuant to 45 CFR §164.526, at the request of CITY or an Individual, within thirty (30) calendar days of receipt of the request by CITY. CONTRACTOR agrees to notify CITY in writing no later than ten (10) calendar days after the amendment is completed.

3.09 CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of CITY, available to CITY and the Secretary in a time and manner as determined by CITY, or as designated by the Secretary, for purposes of the Secretary determining CITY'S compliance with the HIPAA Privacy Rule.

3.10 CONTRACTOR agrees to document any Disclosures of PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits on behalf of CITY, and to make information related to such Disclosures available as would be required for CITY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528.

3.11 CONTRACTOR agrees to provide CITY, or an Individual as directed by CITY, and in a timely and manner to be determined by CITY, that information collected in accordance with the Agreement, in order to permit CITY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528.

3.12 CONTRACTOR agrees that, to the extent CONTRACTOR carries out CITY'S obligation(s) under the HIPAA Privacy and/or Security rules, CONTRACTOR will comply with the requirements of 45 CFR Part 164 that apply to CITY in the performance of such obligation(s).

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

4. SECURITY RULE.

4.01 CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR §164.308, §164.310, §164.312, and §164.316 with respect to electronic PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains,

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or transmits on behalf of CITY. CONTRACTOR shall follow generally accepted system security principles and the requirements of the HIPAA Security Rule pertaining to the security of electronic PHI.

4.02 CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to the same restrictions and requirements contained here.

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

5. BREACH DISCOVERY AND NOTIFICATION.

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

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

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

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

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

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

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

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

- a. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
- b. A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date

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- of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- c. Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - d. A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and
 - e. Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

5.04 CITY may require CONTRACTOR to provide notice to the Individual as required in 45 CFR §164.404, if at the sole discretion of the CITY, it is reasonable to do so under the circumstances.

5.05 In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all required notifications to CITY, and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

5.06 CONTRACTOR shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR §164.402 to demonstrate that a Breach did not occur.

5.07 CONTRACTOR shall provide to CITY all specific and pertinent information about the Breach, including the information listed above, if not yet provided, to permit CITY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of the Breach to CITY.

5.08 CONTRACTOR shall continue to provide all additional pertinent information about the Breach to CITY as it becomes available, in reporting increments of five (5) business days after the prior report to CITY. CONTRACTOR shall also respond in good faith to all reasonable requests for further information, or follow-up information, after report to CITY, when such request is made by CITY.

5.09 In addition to the provisions in the body of the Agreement, CONTRACTOR shall also bear all expense or other costs associated with the Breach and shall reimburse CITY for all expenses CITY incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs or expenses associated with addressing the Breach.

6. PERMITTED USES AND DISCLOSURES BY CONTRACTOR.

6.01 CONTRACTOR may use or further disclose PHI that CITY discloses to CONTRACTOR as necessary to perform functions, activities, or services for, or on behalf of, CITY as specified in the Agreement, provided that such use or Disclosure would not violate the

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HIPAA Privacy Rule if done by CITY.

6.02 CONTRACTOR may use PHI that CITY discloses to CONTRACTOR, if necessary, for the proper management and administration of the Agreement.

6.03 CONTRACTOR may disclose PHI that CITY discloses to CONTRACTOR to carry out the legal responsibilities of CONTRACTOR, if:

6.03.1 The Disclosure is required by law; or

6.03.2 CONTRACTOR obtains reasonable assurances from the person or entity to whom/which the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person or entity and the person or entity immediately notifies CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has been breached.

6.04 CONTRACTOR may use or further disclose PHI that CITY discloses to CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of CONTRACTOR.

6.05 CONTRACTOR may use and disclose PHI that CITY discloses to CONTRACTOR consistent with the minimum necessary policies and procedures of CITY.

7. OBLIGATIONS OF CITY.

7.01 CITY shall notify CONTRACTOR of any limitation(s) in CITY'S notice of privacy practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect CONTRACTOR'S Use or Disclosure of PHI.

7.02 CITY shall notify CONTRACTOR of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect CONTRACTOR'S Use or Disclosure of PHI.

7.03 CITY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI that CITY has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect CONTRACTOR'S use or disclosure of PHI.

7.04 CITY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by CITY.

8. BUSINESS ASSOCIATE TERMINATION.

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

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

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

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

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

8.02.2 CONTRACTOR shall retain no copies of the PHI.

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

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

VIII. Substance Abuse

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

Exhibit B-1



Denver Department of Human Services

Denver Authorization & Referral Tool

Service Authorization Agreement

To the below named provider:

This document verifies that services, time frame and rate of payment were pre-authorized by Denver Human Services. Should services be recommended for longer than the approval period specified below, the caseworker will need to obtain authorization for an extension of the service prior to the scheduled end date. If you have not received a new authorization form to extend services, payment has not been approved. Billing for services must be submitted by the 5th day of the month after services were provided.

PROVIDER

Name: _____ Contact: _____

Provider ID: _____

SERVICE TYPE

RATES

<u>Level</u>	<u>Unit</u>	<u>Frequency</u>	<u>Amount</u>	<u>Date Range</u>	<u>Max Units</u>	<u>Status</u>
		per		-		

CASE

Trails Case ID: _____

Home Phone: _____ Day Phone: _____

Home Address: _____ Mailing Address: _____

CLIENTS RECEIVING SERVICE

Client	DOB	Gender	Role	Relation

COMMENTS

AUTHORIZED BY:

Coordinator: _____

Caseworker: _____

Supervisor: _____

ATTACHMENTS

Attachment Name

Exhibit C-1



Billing requirements:

- Monthly invoice shall be submitted electronically through encrypted email by the 5th of the following month in which Core Services were rendered, unless otherwise requested by Denver Department of Human Services (DDHS).
 - Monthly invoice is required for each client seen and for whom reimbursement is being requested.
- Invoices should be clear, specific, and detailed.

*All invoices must be typewritten and include the following information in order to be reimbursed (other information may be requested by DDHS):

-
1. Billable Child's Name
 2. Name of person receiving service
 3. Trails Case ID
 4. Itemized dates of service
 - a. Must include explanation if service(s) provided was not included in authorization
 5. Must include the following certification language:
 - a. "By signing this report, I certify to the best of my knowledge and belief that this invoice is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of an applicable Federal award or the Federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
 - b. Submission of an invoice is certification that the information in the invoice is true, complete, and accurate as stated above.