

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 (the “City”) and **MAPLE STAR COLORADO**, a Colorado corporation, whose address is 2250 S. Oneida Street, Ste 200, Denver, CO 80224 (the “Contractor” and jointly as the “parties”).

RECITALS

A. The City and Contractor entered into an Agreement dated February 11, 2015 (the “Agreement”) to provide community based supportive services to relative/kinship families caring for children in out-of-home care.

B. The City and Contractor wish to amend the Agreement to revise the scope of work and budget, amend language relating to confidential information, extend the term, and increase the maximum contract amount as set forth below.

In consideration of the promises and the mutual covenants and obligations herein set forth, the parties agree as follows:

1. All references in the Agreement to “**Exhibit A**” are amended to read as “**Exhibit A and A-1**”, as applicable. The scope of work marked as **Exhibit A-1** is attached and incorporated by reference.

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

“**3. TERM:** The Agreement will commence on December 1, 2014, and will expire on June 30, 2016 (the “Term”), unless earlier terminated in accordance with the terms of the Agreement. Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Executive Director.”

3. Article 4(a) of the Agreement entitled “**COMPENSATION AND PAYMENT**” is amended by deleting and replacing it with the following:

“**4. COMPENSATION AND PAYMENT:**

a. Fee: The Contractor agrees to accept from the City as full compensation for services rendered and costs incurred under this Agreement, an amount not to exceed **Five Hundred Ninety-One Thousand One Hundred Sixty-Seven Dollars and Zero Cents (\$591,167.00)** (the “**Maximum Contract Amount**”) to be used in accordance with the budget contained in **Exhibit A and A-1**. Amounts billed may not exceed the budget set forth in **Exhibit A and A-1**.”

4. Article 31(a) of the Agreement entitled “**CONFIDENTIAL INFORMATION; OPEN RECORDS**” is hereby amended to read as follows:

“31. **CONFIDENTIAL INFORMATION; OPEN RECORDS:**

a. **Confidential Information:** The Contractor acknowledges and accepts that, in the performance of all work under the terms of this Agreement, the Contractor will or may have access to the following types of information: (1) City Proprietary Data or confidential information that may be owned or controlled by the City (“City Proprietary Data”); (2) confidential information pertaining to persons receiving services from the Agency (“Client Data”), or (3) confidential proprietary information owned by third parties (“Third Party Proprietary Data”). For purposes of this Agreement, City Proprietary Data, Client Data, and Third Party Proprietary Data shall be referred to collectively as “Confidential Information”. The Contractor agrees that all Confidential Information provided or otherwise disclosed by the City to the Contractor or as otherwise acquired by the Contractor during its performance under this Agreement shall be held in confidence and used only in the performance of its obligations under this Agreement. The Contractor shall limit access to any and all Confidential Information to only those employees who have a need to know such information in order to provide services under this Agreement. The Contractor shall exercise the same standard of care to protect any and all Confidential Information as a reasonably prudent contractor or Contractor would to protect its own proprietary or confidential data. Contractor acknowledges that Confidential Information may be in hardcopy, printed, digital or electronic format. The City reserves the right to restrict at any time Contractor’s access to electronic Confidential Information to “read-only” access or “limited” access as such terms are designated by the Executive Director.

The Contractor agrees to comply with all applicable state and federal laws protecting the privacy or confidentiality of any and all Client Data, including protected health information, or other protected information, and to comply with all requirements contained in the attached **Exhibit A and A-1, as applicable**.

(1) **Use of Confidential Information:** Except as expressly provided by the terms of this Agreement, the Contractor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any Confidential Information or any part thereof to any other person, party or entity in any form or media for any purpose other than performing its obligations under this Agreement. The Contractor further acknowledges that by providing access to Confidential Information, the City is not granting to the Contractor any right or license to use such data except as provided in this Agreement. The Contractor further agrees not to reveal, publish,

disclose, or distribute to any other party, in whole or in part, in any way whatsoever, any Confidential Information without prior written authorization from the Executive Director.

(2) **City Methods:** The Contractor agrees that any ideas, concepts, know-how, computer programs, or data processing techniques developed by the Contractor or provided by the City in connection with this Agreement shall be deemed to be the sole property of the City and all rights, including copyright, shall be reserved to the City. The Contractor agrees, with respect to Confidential Information, that: (a) the Contractor shall not copy, recreate, reverse, engineer or decompile such data, in whole or in part, unless authorized in writing by the Executive Director; (b) the Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; (c) the Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.

(3) **Employees and Subcontractors:** The requirements of this provision shall be binding on the Contractor's employees, agents, officers and assigns. The Contractor warrants that all of its employees, agents, and officers who designated to provide services under this Agreement will be advised of this provision. All requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement.

(4) **Disclaimer:** Notwithstanding any other provision of this Agreement, the City is furnishing Confidential Information on an "as is" basis, without any support whatsoever, and without representation, warranty or guarantee, including, but not in any manner limited to, fitness, merchantability, accuracy and completeness of the Confidential Information. The Contractor acknowledges and understands that Confidential Information may not be completely free of errors. The City assumes no liability for any errors or omissions in any Confidential Information. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the Contractor agrees to contact the City immediately."

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

EXHIBIT LIST:

EXHIBIT A-1, Scope of Work

[SIGNATURE PAGES FOLLOW]

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-201419162-01

Contractor Name: MAPLE STAR COLORADO

By: Debi Grebenik

Name: Debi Grebenik
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



SCOPE OF WORK Maple Star Colorado SOC SV-201419162(1)

I. Purpose of Agreement

The purpose of this agreement is to provide community based supportive services to relative/kinship families caring for children in out-of-home care as a result of involvement with the Denver Department of Human Services child welfare system. The Denver Department of Human Services (DDHS) will provide funds for the implementation of neighborhood community collaborations comprised of an effective and comprehensive network of residents, community resources, service providers, and grassroots entities that have come together to support children and families. The Contractor will be the primary agency that is responsible and accountable. The Contractor will assist in alleviating crisis and providing supportive services to the kinship families and children who have penetrated the child welfare system at a level of out-of-home placement.

The goals of this scope of work will help fulfill the outcomes created by the Colorado IV-E Waiver Kinship Supportive Services outcomes:

Outcome 1: Increase the number of children placed with kin.

Outcome 2: Among children coming into care, increasing the number and rate at which children are placed in their own neighborhoods or communities.

Outcome 3: Reduce the number of moves children experience while in care through placement with kin.

Outcome 4: Decreasing lengths of stay of children in placement.

Outcome 5: Decreasing the number and rate of children re-entering placement.

Outcome 6: Increasing the number and rate of siblings being placed together.

Outcome 7: Reducing any disparities associated with race/ethnicity, gender, or age *in each of these outcomes.*

II. Program Goals, Objectives, and Measures or Indicators

Goal I: Provide neighborhood-based, community specific wrap-around support services through collaborative partners to resolve issues for kinship families for child safety, reunification, family stability (including siblings) and permanency.

Objective The Contractor shall:	Measurement/Indicator
I. Work collaboratively with DDHS to engage kinship families involved in open cases or at risk of penetration of the DDHS child welfare system through direct services, advocacy and family support activities.	I. Collect and maintain data regarding the use of the KEEP model and overall engagement of kinship families and children in accordance with the measures set by the IV-E Waiver Kinship Supportive Services Program Supervisor (Program Supervisor) or Family Engagement Services Administrator.
II. Receive and act upon referrals for services from DDHS,	II. Confirm receipt via e-mail and respond to

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Objective The Contractor shall:	Measurement/Indicator
as well as coordinate with the assigned DDHS Kinship Support Worker within 24 business hours.	DDHS referrals within 24 hours; 90% of the time to Program Supervisor, as well as enter into prescribed data collection instrument.
III. Provide permanency and placement support services utilizing the KEEP model to new kinship placements as requested by DDHS.	III. Collect and maintain data regarding the use of the KEEP model with kinship families. All notes are to be entered into Trails using the contact note template provided by DDHS. Report of contact notes to be documented in Trails within 3 business day after all contact and correspondence with kinship caregiver. Provide service and goods tracking in monthly and aggregate quarterly monitoring reports. Document in submitted expenditures and invoices for reimbursement.
IV. Provide permanency and placement support services utilizing the KEEP model to long-term kinship placements as requested by DDHS.	IV. Collect and maintain data regarding the use of the KEEP model with long-term kinship families. Document case content notes. Notes will utilize the DDHS contact note template provided. Provide service and goods tracking in monthly and aggregate quarterly monitoring reports. Document in submitted expenditures and invoices for reimbursement.
V. Coordinate support with the DDHS Family Finding Unit and Kinship Support Services Unit to provide caregiver coaching and permanency support utilizing the Parent Coach and KEEP models; as requested by DDHS.	V. Collect and maintain data for all youth to whom services are provided. Notes will utilize the DDHS contact note template provided. Provide service and goods tracking in monthly and aggregate quarterly monitoring reports. Document in submitted expenditures and invoices for reimbursement.
VI. Assist DDHS in providing opportunities for kinship caregiver focused support groups and training in community-based settings.	VI. Provide space and support for caregiver focused support groups, training and other determined activities.
VII. Host and attend VOICES meetings as requested by DDHS or as requested by a kinship family with whom Contractor providing services to.	VII. Collect and maintain data for all Family Engagement meetings attended.
VIII. Document all services and goods provided to kinship families.	VIII. All notes are to be entered into Trails using the contact note template provided by DDHS. Provide service and goods tracking in monthly and aggregate quarterly monitoring reports.

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Goal II: Allocate resources to assist kinship families to successfully care for the children placed in their homes.

Objective The Contractor shall:	Measurement/Indicator
I. Utilize a minimum of \$6,054.00 (proposed amount) of grant awarded dollars to provide direct hard goods assistance to kinship families and children to stabilize and maintain the placement of children with kin. Employ out of the box thinking to provide services and goods that will increase the stability of placements and reduce the need for placement moves.	I. Document in submitted expenditures and invoices for reimbursement. Document in all reports submitted to DDHS (biweekly case content notes, monthly tracking and aggregate quarterly reports).
II. Document all services and goods provided to kinship families.	II. All notes are to be entered into Trails using the contact note template provided by DDHS. Provide service and goods tracking monthly and in aggregate quarterly monitoring reports.
III. Comply with DDHS fiscal rules and City and County of Denver fiscal rules for financial assistance to families.	III. Document in submitted expenditures and invoices for reimbursement.

Goal III: Broaden and maintain a culturally appropriate and competent neighborhood-based collaborative network of care including key stakeholders.

Objective The Contractor shall:	Measurement/Indicator
I. Recruit a diverse array of collaborative partners that have an interest in supporting children and families in the target area, possibly including but not limited to, schools, churches, other faith-based organizations, community and neighborhood leaders, non-profit organizations, and other appropriate entities.	I. Submit a quarterly list of community partners 30 days after the start of each quarter that demonstrates collaboration growth and a viable collection of individuals who represent the unique needs of the community.
II. Actively participate in monthly collaborative meetings and activities with other IV-E Kinship Supportive Services Contractors and stakeholders. Share successes, barriers and best practices with other Denver IV-E Waiver Kinship Supportive Services community sites.	II. The contracted sites will meet monthly, at a minimum, to ensure that services are consistent across sites, evaluate successes, remove barriers to service delivery, etc.
III. Ensure that kinship advocates or positions are filled and actively performing the functions of the project.	III. Positions will be filled and any vacancies will be re-filled within 45 days of the contract commencing/vacancy throughout the life of the grant
IV. Maintain outreach efforts in the community to reach the desired population served by the IV-E Kinship Project.	IV. Submit in DDHS quarterly report, the outreach activities, use of marketing tools, and how kinship supportive services are visible in community.

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Objective The Contractor shall:	Measurement/Indicator
V. Participate in meetings pertaining to the IV-E Waiver Kinship Supportive Services goals and objectives as requested.	V. Site representatives attend and participate in meetings related to the IV-E Waiver as requested by Program Supervisor or Family Engagement Services Administrator

Goal IV: Participate in activities designed to increase capacity-building, resource acquisition and sustainability.

Objective The Contractor shall:	Measurement/Indicator
I. Actively participate in monthly collaborative meetings and activities with other IV-E Kinship Supportive Services Contractors and stakeholders. Share successes, barriers and best practices with other Denver IV-E Waiver Kinship Supportive Services community sites.	I. The contracted sites will meet monthly, at a minimum, to ensure that services are consistent across sites, evaluate successes, remove barriers to service delivery, etc.

Goal V: Provide the identified services for the City under the support of the Denver Department of Human Services using best practices and other methods to effectively manage the funds and programs by fostering a sense of collaboration and communication.

Objective The Contractor shall:	Measurement/Indicator
<p>I. Submit accurate and timely required reports in accordance to the requirements of this Agreement.</p> <p>A. Case Content Notes – case notes detailing services and resources provided to each family.</p> <p>B. Monthly Data Reports – tracking services and expenditures by type.</p> <p>C. Quarterly Aggregate Reports – tracking services, resources and outcomes at the aggregate level for each service type provided.</p> <p>D. Expenditures Reports for Reimbursement - Reimbursement for services will not be processed until report has been submitted and approved by DDHS.</p> <ul style="list-style-type: none"> • By the fifth (5th) of every month following the month of services/expenditures rendered. <p>E. Sign In Sheets</p> <ul style="list-style-type: none"> • As required to document that meetings have been attended as outlined in Scope of Work. 	<p>I. Reports</p> <p>A. Report of contact notes to be documented in Trails within 3 business days after all contact and correspondence with kinship caregiver. All notes are to be entered into Trails using the contact note template provided by DDHS. Detailed documentation of services and efforts with kinship families referred from DDHS. Submitted 100% of the time.</p> <p>B. Monthly spreadsheet reports to be provided to the Program Supervisor tracking the service type and resource amount provided to each kinship family. Submitted no later than the fifth (5th) day of month following the month in which the service was provided. Submitted 100% of the time.</p> <p>C. Quarterly reports providing service data at the aggregate level for each service type as per this agreement.</p>

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Objective The Contractor shall:	Measurement/Indicator
	<p>Utilization and outcomes to be provided. Submitted no later than the fifth (5th) day of the month following the closure of the quarter. Submitted 100% of the time.</p> <p>D. Submitted no later than the fifteenth (15th) day of month following the date it is due. Submitted 100% of the time.</p> <p>E. To be provided as part of the monthly tracking spreadsheet for service type. Submitted 100% of the time.</p>
<p>II. Submit accurate and timely invoices. Invoice(s) will reflect in detail the services performed within the period, include any and all appropriate supporting documentation, including required authorized time sheets , payroll records, receipts, and any other documentation which may be pertinent for which the payment is requested. Invoices will address all completed project outcomes. DDHS will provide the required templates and written instructions for their use.</p>	<p>II. 100% of invoices will be submitted on the required invoice form and have required receipts and back up documentation which includes authorized time sheets. Invoices will be consistent with the budget and submitted no later than the fifteenth (15th) day of the month subsequent to the month for which reimbursement is being sought.</p>

Goal VI: Participate with DDHS in the Self-Evaluation process for which data is collected, reported and analyzed.

Objective The Contractor shall:	Measurement/Indicator
<p>I. Provide a data liaison to work cooperatively with DDHS and the Program Administrator for Kinship Supportive Services to collect reports, analyze data and submit accurate and timely monthly data reports.</p>	<p>I. Monthly spreadsheet reports to be provided to the Program Supervisor tracking the service type and resource amount provided to each kinship family. Submitted no later than the fifth (5th) day of month following the month in which the service was provided. Submitted 100% of the time.</p>
<p>II. Compile Quarterly and Annual reports on electronic format provided by DDHS.</p>	<p>II. As required by the City.</p>
<p>III. Participate in the on-going efforts of the self-evaluation team, analyzing program activities with data.</p>	<p>III. Either attends all set meetings and participates in the development of the agenda, or when not attending will agree to abide by outcomes resulting from the meeting.</p>

III. Background Checks

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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 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:**
 - 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 shall:
 - a. Be subject to reference checks similar to those performed for employment applicants.
 - b. Directly supervised by Contractor's paid and qualified staff member who shall be present at all times when the volunteer or student is working directly with or having direct contact with any child or children.
 - c. Oriented and trained in the culture of the agency, confidential nature of their work, and the specific job which they are to do, prior to assignment.

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".

IV. 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

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contract funds are allocated & expended in accordance with the terms of the agreement. Contracting Services, in conjunction with the DHS program area, will manage any performance issues and will develop interventions that will resolve concerns.

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

V. Budget Requirements

- A. Contractor shall provide the identified services for the City under the support of the Denver Department of Human Services using best practices and other methods for fostering a sense of collaboration and communication.

Provide the identified kinship support and intervention services for the City under the support of the Denver Department of Human Services within the confines of the approved budget and narrative as outlined below.

Objective The Contractor shall:	Measurement/Indicator
<p>I. Utilize a maximum of 100% of grant awarded dollars towards direct costs needed to provide support and intervention services to kinship families.</p> <p>II. Contractor shall provide the identified services for the City under the support of the Denver Department of Human Services using best practices and other methods for fostering a sense of collaboration and communication.</p> <p>III. Contractor shall provide the required documentation for the reimbursement of gift cards to include:</p> <ul style="list-style-type: none"> • Proof of purchase, payment and issuance, Care Giver information & Case ID # (DDHS will not reimburse if there is no Case ID#) • Client Signature (showing receipt of gift card) • Copy of the gift card front and back • Detailed description of what provider intends to purchase with gift card. (DDHS will not reimburse for taxes) • Proof of payment and invoice for every gift card given out (attach a copy and proof of bulk purchase). • Gift Card log attached for each card given out. Gift Cards to be shown in sequential order <p>IV. Budget line items that exceed the approved budget by the City must be submitted in writing to DDHS Contracting Services detailing the requested change and</p>	<p>I. Document in submitted expenditures and all reports submitted to DDHS.</p> <p>II. Reports to be submitted no later than the fifth (5th) day of month following the month in which the service was provided.</p> <p>III. Documented and submitted with monthly billings. (If the proper documentation is not submitted timely DDHS Financial Services will not reimburse for the charges).</p> <p>IV. Budget modifications must be requested in writing and submitted to</p>

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Objective The Contractor shall:	Measurement/Indicator
must demonstrate need. Budget modifications must be approved by the City in writing prior to Contractor expending any funds.	DDHS Contracting Services as well as the Program Administrator.

Contractor Name: Maple Star Colorado	Contact Name:	Debi Grebenik
Contract Term: 7/1/15-6/30/16		
Program Name: (KEEP) Kinship Intervention and Support Services Program	Contract Number:	SOCSV 2014-19162(1)
INDIRECT COSTS	Total Budget	Narrative
FACILITIES		
<u>General Operating and Overhead Costs</u>		
Professional Service Expenses	\$46,094.04	IT support, HR services, A/P, Financials, Accounting, Reconciliation, Audits, Legal Counsel
Insurance	\$13,714.32	Professional Liability, Directors & Officers
Office Expense - Supplies	\$1,800.00	Paper, ink cartridges, etc.
Sub-Total (General Operating and Overhead)	\$61,608.36	
Total Indirect Costs	\$61,608.36	
DIRECT COSTS		
<u>Staffing</u>		
Salary – Case Managers	\$179,413.44	Includes multiple kinship case managers salaries and fringe benefits, to be reimbursed at cost, not to exceed \$179,413.44
Salary - Coordinator	\$45,015.60	Program supervisor salary plus fringe benefits, to be reimbursed at cost, not to exceed \$45,015.60
Salary - Manager	\$41,960.60	% as billed hourly of Permanency Director and Director of Community Operations

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Office Expense - Cell Phone Charges	\$4,800.00	5 cell phones average \$65/month and percentage of Manager's cell phones based on hours worked.
Mileage Expense	\$8,400.00	Approx 300 miles/month per 5.5 100% kinship program FTE. Rate to not exceed the current Federally approved IRS rate.
Printing	\$750.00	May include, but not limited to: Training and marketing materials for families, business cards, brochures
Facilities	\$14,400.00	Office rent @ \$1200/month x 12 months
Sub-Total (Staffing)	\$294,739.64	
Client Services		
Client Expenses - Client Support Services	\$6,054.00	<p>Household supplies: pertaining to safety, sanitation and organization including but not limited to: Cleaning supplies: vacuum, trash bags, Clorox wipes, brooms, shovel, salt, lawn mower</p> <p>Storage items totes/dressers</p> <p>Furniture: beds/cribs/bunks/ kitchen table, associated delivery fees. Hygiene such as soap, shampoo, feminine products, toilet paper, paper towels, band aids, first aid supplies, tooth brush, paste, comb/brush, hair bands/ barrettes, prescription refills, glasses (if medicaid not working) Household goods such as dishes, pots/pans, silver ware, fridge/oven/microwave, towels, wash clothes, bedding, pillows, mattress protectors, washer, dryer, fire extinguisher, med lock box fire extinguisher, carbon monoxide/ smoke detectors, baby</p>

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		<p>monitor, door and window alarms Housing: rent, mortgage, deposits, repairs (roof/plumbing/heaters) to ensure safe/protective home environment for children, exterminator Food: groceries/baby food/formula/ food provided at in house trainings or events for clients Utilities: utility assistance to electric, gas, water, sewer, storm drainage, including deposit, weatherization, labor associated with repairs or upgrades Kids: developmental toys and activities, school supplies, clothes, shoes Babies: bottles, diapers, wipes, butt-rash cream, binkies, certification safety/child proof items, baby monitors, potty chairs Therapeutic tools: items related to teaching children and caretakers coping mechanisms and self-regulation techniques-including but not limited to art supplies, toys promoting movement such a jump ropes, balls, hula hoops; sensory toys such as stress balls, koosh balls, silly putty, play-dough items to support fine and gross motor skill development; tactile toys and activities; creative individualized solutions for engagement with clients with self-injurious or other significant behavioral concerns Transportation: including but not limited to gas cards, cab vouchers, bus pass, DMV help (drive lis,</p>
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		emissions, registration) car repairs Family Time/respite items: movies, zoo, museum, pay for clubs/camps/activities for kids Client engagement activities: cup of coffee, happy meal, holiday/birthday items Community Outreach: activities and events, family nights, client incentives, awards/ prizes/ games
Sub-Total (Client Services):	\$6,054.00	
Total (Direct Costs):	\$300,793.64	
TOTAL BUDGET	\$362,402.00	

VI. 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.

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

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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 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.

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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.

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2.14 "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

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

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

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

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

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

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

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

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

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

3. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE.

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

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

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

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

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

3.06 CONTRACTOR agrees to ensure that any 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

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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, 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.

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

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

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

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

- a. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
- b. A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- 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

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Breach.

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

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

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

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

6. PERMITTED USES AND DISCLOSURES BY CONTRACTOR.

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

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

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

6.03.1 The Disclosure is required by law; or

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

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

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

7. OBLIGATIONS OF CITY.

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

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

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

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

8. BUSINESS ASSOCIATE TERMINATION.

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

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

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

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

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

8.02.2 CONTRACTOR shall retain no copies of the PHI.

8.02.3 In the event that CONTRACTOR determines that returning or destroying the PHI is not feasible, CONTRACTOR shall provide to CITY notification of the

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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.