AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: State of Colorado, Department of Health Care Polic

Action Requested:

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

To provide Early and Periodic Screening, Diagnosis & Treatment (EPSDT) services for Gunnison & Hinsdale counties.

Fiscal Impact:

Submitted by: Kathy Ashwood **Submitter's Email Address:** kashwood@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
New revenue source, will need to include in budget amendment request for 2016. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 6/9/2016

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 6/10/2016 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 6/15/2016

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 6/21/2016

Revised April 2015

Contract Routing Number 17-91687

STATE OF COLORADO
Department of Health Care Policy and Financing
Intergovernmental Agreement with
Gunnison County Department of Health & Human Services for
Healthy Communities Outreach and Case Management

TABLE OF CONTENTS

1. PARTIES 1
2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY 2
3. RECITALS 2
4. DEFINITIONS 2
5. TERM 3
6. STATEMENT OF WORK 4
7. PAYMENTS TO CONTRACTOR 4
8. REPORTING NOTIFICATION 6
9. CONTRACTOR RECORDS 6
10. CONFIDENTIAL INFORMATION 7
11. CONFLICTS OF INTEREST 9
12. REPRESENTATIONS AND WARRANTIES 9
13. INSURANCE 10
14. BREACH 13
15. REMEDIES 13
16. NOTICES AND REPRESENTATIVES 16
17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE 16
18. GOVERNMENTAL IMMUNITY 17
19. GENERAL PROVISIONS 17
20. ADDITIONAL GENERAL PROVISIONS 19
21. COLORADO SPECIAL PROVISIONS 23

HIPAA BUSINESS ASSOCIATE ADDENDUM
EXHIBIT A, STATEMENT OF WORK
EXHIBIT B, SAMPLE OPTION LETTER
EXHIBIT C, REIMBURSEMENT FORM

1. PARTIES

This Contract (hereinafter called "Contract") is entered into by and between Gunnison County Department of Health & Human Services, 225 North Pine, Gunnison, CO 81230 (hereinafter called "Contractor"), and the STATE OF COLORADO acting by and through the Department of Health Care Policy and Financing, 1570 Grant Street, Denver, Colorado 80203 (hereinafter called the "State" or "Department"). Contractor and the State hereby agree to the following terms and conditions.

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Contract shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Contract exists in 42 U.S.C. Sections 1396(a)(43) and 1396d(2)(4)(B) and 10 C.C.R. 2505-10.8.280, 42 CFR 457.90 through 42CFR 457.110 and 42 CFR 457.340 and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.

C. Purpose

The purpose of this Contract is for Contractor to provide Early and Periodic Screening, Diagnosis and Treatment (EPSDT) services for Gunnison and Hinsdale counties.

D. References

All references in this Contract to sections (whether spelled out or using the §symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. "Closeout Period" means the period of time defined in Exhibit A, Statement of Work.

B. "Contract" means this Contract, its terms and conditions, attached addenda, exhibits, documents incorporated by reference under the terms of this Contract, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

C. Exhibits and other Attachments. The following documents are attached hereto and incorporated by reference herein:

HIPAA Business Associate Addendum

Exhibit A, Statement of Work
Exhibit B, Sample Option Letter
Exhibit C, Reimbursement Form

D. "Goods" means tangible material acquired, produced, or delivered by Contractor either separately or in conjunction with the Services Contractor renders hereunder.

E. "Party" means the State or Contractor and Parties means both the State and Contractor.

F. "Review" means examining Contractor's Work to ensure that it is adequate, accurate, correct, and in accordance with the standards described in this Contract.

G. "Services" means the required services to be performed by Contractor pursuant to this Contract.

H. "State Fiscal Year" or "SFY" means the twelve (12) month period beginning on July 1st of a year and ending on June 30th of the following year.

I. "Subcontractor" means third-parties, if any, engaged by Contractor to aid in performance of its obligations.

J. "Work" means the tasks and activities Contractor is required to perform to fulfill its obligations under this Contract, including the performance of the Services and delivery of the Goods.

K. "Work Product" means the tangible or intangible results of Contractor's Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

Any terms used herein which are defined in Exhibit A, Statement of Work shall be construed and interpreted as defined therein.

5. TERM

A. Initial Term

The Parties' respective performances under this Contract shall commence on the later of July 1, 2016 or the Effective Date. This Contract shall expire June 30, 2017, unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension

The State, at its sole discretion, upon written notice to Contractor as provided in **§16**, may unilaterally extend the term of this Contract for a period not to exceed two months if the Parties desire to continue the services and a replacement Contract has not been fully executed by the expiration of any initial term or renewal term. The provisions of this Contract in effect when such notice is given, including, but not limited to, prices, rates and delivery requirements, shall remain in effect during the two month extension. The two (2) month extension shall immediately terminate when and if a replacement contract is approved and signed by the Colorado State Controller or an authorized designee, or at the end of two (2) months, whichever is earlier.

C. Option to Extend

The State may require continued performance for a period of one (1) year or less at the same rates and same terms specified in the Contract. If the State exercises this option, it shall provide written notice to Contractor at least thirty (30) days prior to the end of the current Contract term in form substantially equivalent to **Exhibit B**. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Contract. In no event shall the total duration of this Contract, from the Operational Start Date until termination and including the exercise of any options under this clause, exceed five (5) years, unless the State receives approval from the State Purchasing Director or delegate.

6. STATEMENT OF WORK

D. Completion

Contractor shall complete the Work and its other obligations as described in this Contract on or before the end of the term of this Contract. The State shall not be liable to compensate Contractor for any Work performed prior to the Effective Date or after the expiration or termination of this Contract.

E. Goods and Services

Contractor shall procure Goods and Services necessary to complete the Work. Such procurement shall not increase the maximum amount payable hereunder by the State.

F. Independent Contractor

All persons employed by Contractor or Subcontractors to perform Work under this Contract shall be Contractor's or Subcontractors' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Contract.

7. PAYMENTS TO CONTRACTOR

The State shall, in accordance with the provisions of this **§7** and **Exhibit A**, Statement of Work, pay Contractor in the amounts and using the methods set forth below:

G. Maximum Amount

The maximum amount payable under this Contract to Contractor by the Department is shown in the following table, as determined by the Department from available funds. Payments to Contractor are limited to the unpaid obligated balance of the Contract. The maximum amount payable by the Department to Contractor is:

State Fiscal Year 2016-2017	$20,000.00
Total for All State Fiscal Years	$20,000.00

H. Payment

Payment pursuant to this Contract will be made as earned. Any advance payments allowed under this Contract shall comply with State Fiscal Rules and be made in accordance with the provisions of this Contract. Contractor shall initiate any payment requests by submitting invoices to the State in the form and manner prescribed by the State.

I. Interest

The State shall fully pay each invoice within forty-five (45) days of receipt thereof if the amount invoiced represents performance by Contractor previously accepted by the State. Uncontested amounts not paid by the State within forty-five (45) days shall bear interest on the unpaid balance beginning on the forty-sixth (46th) day at a rate not to exceed one percent (1%) per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Contractor shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of days' interest to be paid and the interest rate.

J. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the State's current fiscal year. Therefore, Contractor's compensation beyond the State's current fiscal year is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used to fund this Contract, in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Contract shall be made only from available funds and the State's liability for such payments shall be limited to the amount remaining of such available funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may terminate this Contract immediately, in whole or in part, without further liability notwithstanding any notice and cure period in **§14.B**.

K. Erroneous Payments

At the State's sole discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, may be recovered from Contractor by deduction from subsequent payments under this Contract or other contracts, grants or agreements between the State and Contractor or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any party other than the State.

L. Closeout Payments

Notwithstanding anything to the contrary in this Contract, all payments for the final month of the Contract shall be paid to the Contractor no sooner than ten (10) days after the Department has determined that the Contractor has completed all of the requirements of the Closeout Period.

M. Option to Increase or Decrease Statewide Quantity of Service

The Department may increase or decrease the statewide quantity of services described in the Contract based upon the rates established in the Contract. If the Department exercises the option, it will provide written notice to Contractor in a form substantially equivalent to **Exhibit B**. Delivery/performance of services shall continue at the same rates and terms. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original Contract.

8. REPORTING NOTIFICATION

Reports required under this Contract shall be in accordance with the procedures and in such form as prescribed by the State and as described in **Exhibit A**.

N. Litigation Reporting

Within ten (10) days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Contract or which may affect Contractor's ability to perform its obligations hereunder, Contractor shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of the Department.

O. Noncompliance

Contractor's failure to provide reports and notify the State in a timely manner in accordance with this **§8** may result in the delay of payment of funds and/or termination as provided under this Contract.

9. CONTRACTOR RECORDS

P. Maintenance

Contractor shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes, and other written materials, electronic media files and electronic communications, pertaining in any manner to the Work or the delivery of Services or Goods hereunder. Contractor shall maintain such records until the last to occur of: **(i)** a period of six (6) years after the date this Contract expires or is sooner terminated, or **(ii)** a period of six (6) years after final payment is made hereunder, or **(iii)** a period of six (6) years after the resolution of any pending Contract matters, or **(iv)** if an audit is occurring, or Contractor has received notice that an audit is pending, until such audit has been completed and its findings have been resolved (collectively, the "Record Retention Period"). All such records, documents, communications and other materials shall be the property of the State, and shall be maintained by the Contractor in a central location and the Contractor shall be custodian on behalf of the State.

Q. Inspection

Contractor shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Contractor's records related to this Contract during the Record Retention Period, to assure compliance with the terms hereof or to evaluate performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Contract, including any extensions or renewals. If the Work fails to conform with the requirements of this Contract, the State may require Contractor promptly to bring the Work into conformity with Contract requirements, at Contractor's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Contractor to take necessary action to ensure that future performance conforms to Contract requirements and exercise the remedies available under this Contract, at law or in equity, in lieu of or in conjunction with such corrective measures.

R. Monitoring

Contractor shall permit the State, the federal government and any other duly authorized agent of a government agency, in their sole discretion, to monitor all activities conducted by Contractor pursuant to the terms of this Contract using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedure. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Contractor's performance hereunder.

S. Final Audit Report

If an audit is performed on Contractor's records for any fiscal year covering a portion of the term of this Contract, Contractor shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

10. CONFIDENTIAL INFORMATION

Contractor shall comply with the provisions of this **§10** if it becomes privy to confidential information in connection with its performance hereunder. Confidential information includes, but is not necessarily limited to, any state records, personnel records, and information concerning individuals. Such information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS §24-72-101, et seq.

T. Confidentiality

Contractor shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Contractor shall be immediately forwarded to the State's principal representative.

U. Health Insurance Portability & Accountability Act of 1996 ("HIPAA")

i. Federal Law and Regulations

Pursuant to federal law and regulations governing the privacy of certain health information, the Contractor, to the extent applicable, shall comply with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §1320d – 1320d-8 ("HIPAA") and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160 and 164 (the "Privacy Rule") and other applicable laws, as amended.

i. Business Associate Contract

Federal law and regulations governing the privacy of certain health information requires a "Business Associate Contract" between the State and the Contractor, 45 C.F.R. Section 164.504(e). Attached and incorporated herein by reference and agreed to by the parties is a HIPAA Business Associate Addendum ("Addendum") for HIPAA compliance. Terms of the Addendum shall be considered binding upon execution of this Contract and shall remain in effect during the term of the Contract including any extensions.

ii. Confidentiality of Records

Whether or not an Addendum is attached to this Contract, the Contractor shall protect the confidentiality of all records and other materials containing personally identifying information that are maintained in accordance with the Contract and comply with HIPAA rules and regulations. Except as provided by law, no information in possession of the Contractor about any individual constituent shall be disclosed in a form including identifying information without the prior written consent of the person in interest, a minor's parent, or guardian. The Contractor shall have written policies governing access to, duplication and dissemination of, all such information. The Contractor shall advise its employees, agents and subcontractors, if any, that they are subject to these confidentiality requirements. The Contractor shall provide its employees, agents and subcontractors, if any, with a copy or written explanation of these confidentiality requirements before access to confidential data is permitted. No confidentiality requirements contained in this Contract shall negate or supersede the provisions of the federal Health Insurance Portability and Accountability Act of 1996.

V. Notification

Contractor shall notify its agents, employees, Subcontractors and assigns who may come into contact with State records or other confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before permitting them to access such records and information.

W. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Contractor or its agents in any way, except as authorized by this Contract or approved in writing by the State. Contractor shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Contractor or its agents, except as permitted in this Contract or approved in writing by the State.

11. CONFLICTS OF INTEREST

A. Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Contractor's obligations hereunder. Contractor acknowledges that with respect to this Contract, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations to the State hereunder. If a conflict or appearance exists, or if Contractor is uncertain whether a conflict or the appearance of a conflict of interest exists, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Contract.

B. The Contractor (and Subcontractors or subgrantees permitted under the terms of this Contract) shall maintain a written code of standards governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent of the Contractor, Subcontractor, or subgrantee shall participate in the selection, or in the award or administration of a contract or subcontract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

i. The employee, officer or agent;
ii. Any member of the employee's immediate family;
iii. The employee's partner; or
iv. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Contractor's, Subcontractor's, or subgrantee's officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors, potential Contractors, or parties to subagreements.

12. REPRESENTATIONS AND WARRANTIES

Contractor makes the following specific representations and warranties, each of which was relied on by the State in entering into this Contract.

X. Standard and Manner of Performance

Contractor shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession and in the sequence and manner set forth in this Contract.

Y. Legal Authority – Contractor Signatory

Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms. If requested by the State, Contractor shall provide the State with proof of Contractor's authority to enter into this Contract within five (5) days of receiving such request.

Z. Licenses, Permits, Etc.

Contractor represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have and maintain, at its sole expense, all licenses, certifications, approvals, insurance, permits and other authorizations required by law to perform its obligations hereunder. Contractor warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Contract, without reimbursement by the State or other adjustment in the Contract. Additionally, all employees, agents, and Subcontractors of Contractor performing Services under this Contract shall hold all required licenses or certifications, if any, to perform their responsibilities. Contractor, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Contractor to properly perform the terms of this Contract is a material breach by Contractor and constitutes grounds for termination of this Contract.

13. INSURANCE

Contractor and its Subcontractors shall obtain and maintain insurance as specified in this section at all times during the term of this Contract. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Contractor and the State.

AA. Contractor

iii. Public Entities

The Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), and shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Contractor shall show proof of such

insurance satisfactory to the State, if requested by the State. Contractor shall require each contract with a Subcontractor that is a public entity, to include the insurance requirements necessary to meet such Subcontractor's liabilities under the GIA.

BB. Subcontractors

Contractor shall require each contract with Subcontractors other than those that are public entities, providing Goods or Services in connection with this Contract, to include insurance requirements substantially similar to the following:

iv. Worker's Compensation

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Contractor's or Subcontractor's employees acting within the course and scope of their employment.

v. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

a. $1,000,000 each occurrence;
a. $1,000,000 general aggregate;
b. $1,000,000 products and completed operations aggregate; and
c. $50,000 any one fire.

If any aggregate limit is reduced below $1,000,000 because of claims made or paid, Subcontractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Contractor a certificate or other document satisfactory to Contractor showing compliance with this provision.

vi. Protected Health Information Insurance

Liability insurance covering all loss of Protected Health Information data and claims based upon alleged violations of privacy rights through improper use or disclosure of Protected Health Information with minimum limits as follows:

d. $1,000,000 each occurrence; and
e. $2,000,000 general aggregate.

vii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

viii. Professional Liability Insurance

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts with minimum limits as follows:

f. $1,000,000 each occurrence; and

g. $1,000,000 general aggregate.

ix. Additional Insured

The State shall be named as additional insured on all Commercial General Liability and protected health information insurance policies (leases and construction contracts require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent) required of Contractor and any Subcontractors hereunder.

x. Primacy of Coverage

Coverage required of Contractor and Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

xi. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with **§16** (Notices and Representatives) within seven days of Contractor's receipt of such notice.

xii. Subrogation Waiver

All insurance policies in any way related to this Contract and secured and maintained by Contractor or its Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

CC. Certificates

Contractor and all Subcontractors shall provide certificates or other documentation showing insurance coverage required hereunder to the State within seven (7) business days of the Effective Date of this Contract. No later than fifteen (15) days prior to the expiration date of any such coverage, Contractor and each Subcontractor shall deliver to the State or Contractor certificates or other documentation of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Contract or any subcontract, Contractor and each Subcontractor shall, within ten (10) days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§13**.

14. BREACH

DD. Defined

In addition to any breaches specified in other sections of this Contract, the failure of the Contractor to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within twenty (20) days after the institution or occurrence thereof, shall also constitute a breach.

EE. Notice and Cure Period

In the event of a breach, the State shall notify the Contractor of such in writing in the manner provided in **§16**. If such breach is not cured within ten (10) days of receipt of written notice, the State may exercise any of the remedies set forth in **§15**. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Contract in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

FF. Termination for Cause and/or Breach

If Contractor is in breach under any provision of this Contract, the State shall have all of the remedies listed in this **§15** in addition to all other remedies set forth in other sections of this Contract, and without limiting its remedies otherwise available at law or equity, following the notice and cure period set forth in **§14.B**. Remedies are cumulative and the State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively. The State may terminate this entire Contract or any part of this Contract. Exercise by the State of this right shall not be a breach of its obligations hereunder.

xiii. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice. Contractor shall continue performance of this Contract up to the effective date of the termination. To the extent the Contract is not terminated, if any, Contractor shall continue performance until the expiration of this Contract. At the sole discretion of the State, Contractor shall assign to the State all of Contractor's right, title, and interest under such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest. All materials owned by the State in the possession of Contractor shall be

immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Contractor to the State and shall become the State's property. The Contractor shall be obligated to return any payment advanced under the provisions of this Contract.

xiv. Payments

The State shall reimburse Contractor only for accepted performance up to the effective date of the termination. If, after termination by the State, it is determined that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Contract had been terminated in the public interest, as described herein.

xv. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Contract by Contractor and the State may withhold any payment to Contractor for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss, including loss as a result of outstanding liens, claims of former lien holders, or for the excess costs incurred in procuring similar goods or services. Contractor shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

GG. Early Termination in the Public Interest

The State is entering into this Contract for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or courts. If this Contract ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Contract, in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Contract by the State for cause or breach by Contractor, which shall be governed by **§15.A** or as otherwise specifically provided for herein.

xvi. Method and Content

The State shall notify Contractor of such termination in accordance with **§16.** The notice shall specify the effective date of the termination, which shall be at least twenty (20) days, and whether it affects all or a portion of this Contract.

xvii. Obligations and Rights

Upon receipt of a termination notice, Contractor shall be subject to and comply with the same obligations and rights set forth in **§15.A.i**.

xviii. Payments

If this Contract is terminated by the State pursuant to this **§15.B**, Contractor shall be paid an amount which bears the same ratio to the total reimbursement under this Contract as Contractor's obligations that were satisfactorily performed bear to the total obligations set forth in this Contract, less payments previously made. Additionally, if this Contract is less than 60% completed upon the effective date of such termination, the State may reimburse Contractor for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by Contractor prior to the effective date of the termination in the public interest which are directly attributable to the uncompleted portion of Contractor's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

HH. Additional Remedies

The State, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

xix. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of this Contract pending necessary corrective action as specified by the State without entitling Contractor to an adjustment in price/cost or performance schedule. Contractor shall promptly cease performance of such portions of the contract.

xx. Withhold Payment

Withhold payment to Contractor until Contractor's performance or corrections in Contractor's performance are satisfactorily made and completed.

xxi. Deny/Reduce Payment

Deny payment for those obligations not performed in conformance with Contract requirements, that due to Contractor's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial or reduction of payment shall be reasonably related to the value to the State of the obligations not performed.

xxii. Removal

Notwithstanding any other provision herein, the State may demand immediate removal of any of Contractor's employees, agents, or Subcontractors from work on the Contract whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Contract is deemed to be contrary to the public interest or the State's best interest.

xxiii. Intellectual Property

If Contractor infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Contract, Contractor shall, at the State's option:

h. Obtain for the State or Contractor the right to use such products and services;

i. Replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or,

j. If neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES AND REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of, a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

For the State:
Jeff Helm, Healthy Communities Program/Contract Manager
Department of Health Care Policy and Financing
1570 Grant Street
Denver, Colorado 80203
Jeff.Helm@state.co.us

For the Contractor:
Joni Reynolds, Executive Director
Gunnison County Department of Health & Human Services
225 North Pine
Gunnison, CO 81230
970-641-7940
jreynolds@gunnisoncounty.org

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Contractor in the performance of its obligations under this Contract shall be the exclusive property of the State, and all Work Product shall be delivered to the State by Contractor upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Contractor shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Contractor's obligations hereunder without the prior written consent of the State.

18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq.*, and the risk management statutes, CRS §24-30-1501, *et seq.*, as now or hereafter amended.

19. GENERAL PROVISIONS

II. Assignment and Subcontracts

Contractor's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of the State. Any attempt at assignment, transfer or subcontracting without such consent shall be void. All assignments, subcontracts, or Subcontractors approved by the Contractor or the State are subject to all of the provisions hereof. Contractor shall be solely responsible for all of the Work performed under this Contract, regardless of whether Subcontractors are used and for all aspects of subcontracting arrangements and performance. Copies of any and all subcontracts entered into by Contractor to perform its obligations hereunder shall be in writing and submitted to the State upon request. Any and all subcontracts entered into by Contractor related to its performance hereunder shall require the Subcontractor to perform in accordance with the terms and conditions of this Contract and to comply with all applicable federal and state laws. Any and all subcontracts shall include a provision that such subcontracts are governed by the laws of the State of Colorado.

JJ. Binding Effect

Except as otherwise provided in **§19.A**, all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

KK. Captions

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

LL. Counterparts

This Contract may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

MM. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties regarding the Work and all prior representations and understandings, oral or written, related to the Work are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

NN. Jurisdiction and Venue

All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

OO. Modification

xxiv. By the Parties

Except as specifically provided in this Contract, modifications of this Contract shall not be effective unless agreed to in writing by the Parties in an amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies of the Office of the State Controller, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.

xxv. By Operation of Law

This Contract is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Contract on the effective date of such change, as if fully set forth herein.

PP. Order of Precedence

The provisions of this Contract shall govern the relationship of the State and Contractor. In the event of conflicts or inconsistencies between this Contract and its exhibits and attachments, including, but not limited to, those provided by Contractor, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

i. Colorado Special Provisions
i. HIPAA Business Associate Addendum
ii. The provisions of the main body of this Contract
iii. Exhibit A, Statement of Work
iv. Exhibit B, Sample Option Letter
v. Exhibit C, Reimbursement Form

QQ. Severability

Provided this Contract can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

RR. Survival of Certain Contract Terms

Notwithstanding anything herein to the contrary, provisions of this Contract requiring continued performance, compliance, or effect after termination hereof,

shall survive such termination and shall be enforceable by the State if Contractor fails to perform or comply as required.

SS. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201, *et seq*. Such exemptions apply when materials are purchased or services are rendered to benefit the State; provided, however, that certain political subdivisions may require payment of sales or use taxes even though the product or service is provided to the State. Contractor shall be solely liable for paying such taxes as the State is prohibited from paying or reimbursing Contractor for such taxes.

TT. Third Party Beneficiaries

Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

UU. Waiver

Waiver of any breach under a term, provision, or requirement of this Contract, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

VV. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

20. ADDITIONAL GENERAL PROVISIONS

WW. Compliance with Applicable Law

The Contractor shall at all times during the execution of this Contract strictly adhere to, and comply with, all applicable federal and state laws, and their implementing regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of this Contract. The Contractor shall also require compliance with these statutes and regulations in subcontracts and subgrants permitted under this contract. The federal laws and regulations include:

Age Discrimination Act of 1975, as amended	42 U.S.C. 6101, et seq.
Age Discrimination in Employment Act of 1967	29 U.S.C. 621-634
Americans with Disabilities Act of 1990 (ADA)	42 U.S.C. 12101, et seq.
Clean Air Act	42 U.S.C. 7401, et seq.

Equal Employment Opportunity	E.O. 11246, as amended by E.O. 11375, amending E.O. 11246 and as supplemented by 41 C.F.R. Part 60
Equal Pay Act of 1963	29 U.S.C. 206(d)
Federal Water Pollution Control Act, as amended	33 U.S.C. 1251, et seq.
Immigration Reform and Control Act of 1986	8 U.S.C. 1324b
Section 504 of the Rehabilitation Act of 1973, as amended	29 U.S.C. 794
Title VI of the Civil Rights Act of 1964, as amended	42 U.S.C. 2000d, et seq.
Title VII of the Civil Rights Act of 1964	42 U.S.C. 2000e
Title IX of the Education Amendments of 1972, as amended	20 U.S.C. 1681

State laws include:

Civil Rights Division	Section 24-34-301, CRS, *et seq*.

The Contractor also shall comply with any and all laws and regulations prohibiting discrimination in the specific program(s) which is/are the subject of this Contract. In consideration of and for the purpose of obtaining any and all federal and/or state financial assistance, the Contractor makes the following assurances, upon which the State relies.

vi. The Contractor will not discriminate against any person on the basis of race, color, national origin, age, sex, religion or handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions, in performance of Work under this Contract.

vii. At all times during the performance of this Contract, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor.

The Contractor shall take all necessary affirmative steps, as required by 45 C.F.R. 92.36(e), Colorado Executive Order and Procurement Rules, to assure that small and minority businesses and women's business enterprises are used, when possible,

as sources of supplies, equipment, construction, and services purchased under this Contract.

XX. Federal Audit Provisions

Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations, defines audit requirements under the Single Audit Act of 1996 (Public Law 104-156). All state and local governments and non-profit organizations expending $500,000.00 or more from all sources (direct or from pass-through entities) are required to comply with the provisions of Circular No. A-133. The Circular also requires pass-through entities to monitor the activities of subrecipients and ensure that subrecipients meet the audit requirements. To identify its pass-through responsibilities, the State of Colorado requires all subrecipients to notify the State when expected or actual expenditures of federal assistance from all sources equal or exceed $500,000.00.

YY. Debarment and Suspension

viii. If this is a covered transaction or the Contract amount exceeds $100,000.00, the Contractor certifies to the best of its knowledge and belief that it and its principals and Subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.

ix. This certification is a material representation of fact upon which reliance was placed when the State determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available at law or by contract, the State may terminate this Contract for default.

x. The Contractor shall provide immediate written notice to the State if it has been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency.

xi. The terms “covered transaction,” “debarment,” “suspension,” “ineligible,” “lower tier covered transaction,” “principal,” and “voluntarily excluded,” as used in this paragraph, have the meanings set out in 2 C.F.R. Parts 180 and 376.

xii. The Contractor agrees that it will include this certification in all lower tier covered transactions and subcontracts that exceed $100,000.00.

ZZ. Force Majeure

Neither the Contractor nor the State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this Contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure." As used in this Contract, “force majeure” means acts of God; acts of the public enemy; acts of the state and any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather.

AAA. Disputes

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff designated by the State and a senior manager designated by the Contractor. Failing resolution at that level, disputes shall be presented in writing to the Executive Director of the State and the Contractor's appropriate senior official for resolution. This process is not intended to supersede any other process for the resolution of controversies provided by law.

BBB. Lobbying

Contractor certifies, to the best of his or her knowledge and belief, that:

xiii. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Contract.

xiv. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

xv. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Contracts) and that all subrecipients shall certify and disclose accordingly.

xvi. This certification is a material representation of fact upon which reliance was placed when the transaction was made or entered into. Submission of the certification is a requisite for making or entering into transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

1. COLORADO SPECIAL PROVISIONS

The Special Provisions apply to all contracts except where noted in *italics*.

A. **CONTROLLER'S APPROVAL**. **CRS §24-30-202(1)**. This contract shall not be valid until it has been approved by the Colorado State Controller or designee.

A. **FUND AVAILABILITY**. **CRS §24-30-202(5.5)**. Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

B. **INDEPENDENT CONTRACTOR**. Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall **(a)** provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, **(b)** provide proof thereof when requested by the State, and **(c)** be solely responsible for its acts and those of its employees and agents.

C. **COMPLIANCE WITH LAW**. Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

D. **CHOICE OF LAW**. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.

E. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00**. State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation

of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright **laws** or applicable licensing restrictions.

F. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST**. **CRS §§24-18-201 and 24-50-507**. The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

*** Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.**

CONTRACTOR
Gunnison County Department of Health & Human Services

_____
***Signature**

Date:_____

By:_____
Name of Authorized Individual

Title:_____
Official Title of Authorized Individual

STATE OF COLORADO
John W. Hickenlooper, Governor
Department of Health Care Policy and Financing

_____
Susan E. Birch, MBA, BSN, RN
Executive Director

Signatory avers to the State Controller or delegate that Contractor has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules

Date:_____

LEGAL REVIEW
John W. Suthers, Attorney General

By:_____
Signature - Assistant Attorney General

Date:_____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
Department of Health Care Policy and Financing

Date:_____

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") is part of the Contract between the State of Colorado, Department of Health Care Policy and Financing and the Contractor. For purposes of this Addendum, the State is referred to as "Department", "Covered Entity" or "CE" and the Contractor is referred to as "Associate". Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to "the Contract" or "this Contract" include this Addendum.

RECITALS

A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).

B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §1320d – 1320d-8 ("HIPAA") as amended by the American Recovery and Reinvestment Act of 2009 ("ARRA")/HITECH Act (P.L. 111-005), and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160, 162 and 164 (the "HIPAA Rules") and other applicable laws, as amended.

C. As part of the HIPAA Rules, the CE is required to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

The parties agree as follows:

1. Definitions.

a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Rules at 45 C.F.R. Parts 160, 162 and 164, as amended. In the event of any conflict between the mandatory provisions of the HIPAA Rules and the provisions of this Contract, the HIPAA Rules shall control. Where the provisions of this Contract differ from those mandated by the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Contract shall control.

b. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.501.

c. "Protected Information" shall mean PHI provided by CE to Associate or created, received, maintained or transmitted by Associate on CE's behalf. To the extent Associate is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this Contract does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access and amendment of Associate's PHI.

d. "Subcontractor" shall mean a third party to whom Associate delegates a function, activity, or service that involves CE's Protected Information, in order to carry out the responsibilities of this Agreement.

2. Obligations of Associate.

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the HIPAA Rules if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum. To the extent permitted by law, Associate agrees to defend and indemnify the Department against third party claims arising from Associate's breach of this Addendum.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the HIPAA Rules if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164.502(j)(1). To the extent that Associate discloses Protected Information to a third party Subcontractor, Associate must obtain, prior to making any such disclosure: (i) reasonable assurances through execution of a written agreement with such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and that such third party will notify Associate within five (5) business days of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach. Additional provisions, if any, governing permitted disclosures of Protected Information are set forth in Attachment A.

c. Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall comply with the requirements of the HIPAA Security Rule, at 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316. Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities. Associate shall review, modify, and update documentation of its

safeguards as needed to ensure continued provision of reasonable and appropriate protection of Protected Information.

d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) business days of becoming aware of such use or disclosure.

e. Associate's Agents. If Associate uses one or more Subcontractors or agents to provide services under the Contract, and such Subcontractors or agents receive or have access to Protected Information, each Subcontractor or agent shall sign an agreement with Associate containing substantially the same provisions as this Addendum and further identifying CE as a third party beneficiary with rights of enforcement and indemnification from such Subcontractors or agents in the event of any violation of such Subcontractor or agent agreement. The agreement between the Associate and Subcontractor or agent shall ensure that the Subcontractor or agent agrees to at least the same restrictions and conditions that apply to Associate with respect to such Protected Information. Associate shall implement and maintain sanctions against agents and Subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. If Associate maintains Protected Information contained within CE's Designated Record Set, Associate shall make Protected Information maintained by Associate or its agents or Subcontractors in such Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.524. If such Protected Information is maintained by Associate in an electronic form or format, Associate must make such Protected Information available to CE in a mutually agreed upon electronic form or format.

g. Amendment of PHI. If Associate maintains Protected Information contained within CE's Designated Record Set, Associate or its agents or Subcontractors shall make such Protected Information available to CE for amendment within ten (10) business days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, and shall incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or Subcontractors, Associate must notify CE in writing within five (5) business days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or Subcontractors shall be the responsibility of CE.

h. Accounting Rights. Associate and its agents or Subcontractors shall make available to CE, within ten (10) business days of notice by CE, the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.528. In the event that the request for an accounting is delivered directly to Associate or its agents or Subcontractors, Associate shall within five (5) business days of the receipt of the request, forward it to CE in writing. It shall be CE's

responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall keep records and make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's or Associate's compliance with the HIPAA Rules. Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary when the Secretary is investigating CE. Associate shall cooperate with the Secretary if the Secretary undertakes an investigation or compliance review of Associate's policies, procedures or practices to determine whether Associate is complying with the HIPAA Rules, and permit access by the Secretary during normal business hours to its facilities, books, records, accounts, and other sources of information, including Protected Information, that are pertinent to ascertaining compliance.

j. Minimum Necessary. Associate (and its agents or Subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. Sections 164.502(b) and 164.514(d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.

l. Retention of Protected Information. Except upon termination of the Contract as provided in Section 4(c) of this Addendum, Associate and its Subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years.

m. Associate's Insurance. Associate shall maintain insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. Notification of Breach. During the term of this Contract, Associate shall notify CE within five (5) business days of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of Protected Information and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall not initiate notification to affected individuals per the HIPAA Rules without prior notification and approval of CE. Information provided to CE shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed during the breach. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

o. Audits, Inspection and Enforcement. Within ten (10) business days of a written request by CE, Associate and its agents or Subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided, however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; and (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract.

p. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards, including encryption of PHI, to maintain and ensure the confidentiality, integrity and security of Protected Information transmitted to CE pursuant to the Contract, in accordance with the standards and requirements of the HIPAA Rules.

q. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. Section 164.522, Associate will restrict the use or disclosure of an individual's Protected Information. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protected Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

3. Obligations of CE.

a. Safeguards During Transmission. CE shall be responsible for using appropriate safeguards, including encryption of PHI, to maintain and ensure the confidentiality, integrity and security of Protected Information transmitted pursuant to this Contract, in accordance with the standards and requirements of the HIPAA Rules.

b. Notice of Changes. CE maintains a copy of its Notice of Privacy Practices on its website. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent that it may affect Associate's permitted or required uses or disclosures. To the extent that it may affect Associate's permitted use or disclosure of PHI, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 C.F.R. Section 164.522.

4. Termination.

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall

constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by CE pursuant to the provisions of the Contract covering termination for cause, if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, CE may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, CE may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from CE, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which CE has an interest.

b. Reasonable Steps to Cure Breach. If CE knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement, then CE shall take reasonable steps to cure such breach or end such violation. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall terminate the Contract, if feasible. If Associate knows of a pattern of activity or practice of a Subcontractor or agent that constitutes a material breach or violation of the Subcontractor's or agent's obligations under the written agreement between Associate and the Subcontractor or agent, Associate shall take reasonable steps to cure such breach or end such violation, if feasible.

c. Effect of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or Subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Associate elects to destroy the Protected Information, Associate shall certify in writing to CE that such Protected Information has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c), 2(d) and 2(e) of this Addendum to such Protected Information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief. CE shall have the right to injunctive and other equitable and legal relief against Associate or any of its Subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law.

6. No Waiver of Immunity. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq*. or the

Federal Tort Claims Act, 28 U.S.C. 2671 *et seq*. as applicable, as now in effect or hereafter amended.

7. Limitation of Liability. Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

8. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Contract or the HIPAA Rules will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. Certification. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to the HIPAA Rules relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with the HIPAA Rules or this Addendum.

10. Amendment.

a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of the HIPAA Rules and other applicable laws relating to the confidentiality, integrity, availability and security of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information and that it is Associate's responsibility to receive satisfactory written assurances from Associate's Subcontractors and agents. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of the HIPAA Rules or other applicable laws. CE may terminate this Contract upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Contract when requested by CE pursuant to this Section, or (ii) Associate does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of the HIPAA Rules.

b. Amendment of Attachment A. Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.

11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any Subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE, at no cost to CE, up to a maximum of thirty (30) hours, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being

commenced against CE, its directors, officers or employees based upon a claimed violation of the HIPAA Rules or other laws relating to security and privacy or PHI, in which the actions of Associate are at issue, except where Associate or its Subcontractor, employee or agent is a named adverse party.

12. No Third Party Beneficiaries. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation and Order of Precedence. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and comply with the HIPAA Rules. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4(c) ("Effect of Termination") and Section 12 ("No Third Party Beneficiaries") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate. This Addendum shall remain in effect during the term of the Contract including any extensions.

ATTACHMENT A

This Attachment sets forth additional terms to the HIPAA Business Associate Addendum, which is part of the Contract between the State of Colorado, Department of Health Care Policy and Financing and the Contractor and is effective as of the date of the Contract (the "Attachment Effective Date"). This Attachment may be amended from time to time as provided in Section 10(b) of the Addendum.

1. Additional Permitted Uses. In addition to those purposes set forth in Section 2(a) of the Addendum, Associate may use Protected Information as follows:

No Additional Permitted Uses.

2. Additional Permitted Disclosures. In addition to those purposes set forth in Section 2(b) of the Addendum, Associate may disclose Protected Information as follows:

No additional permitted disclosures.

3. Subcontractor(s). The parties acknowledge that the following subcontractors or agents of Associate shall receive Protected Information in the course of assisting Associate in the performance of its obligations under this Contract:

No Subcontractors.

4. Receipt. Associate's receipt of Protected Information pursuant to this Contract shall be deemed to occur as follows and Associate's obligations under the Addendum shall commence with respect to such Protected Information upon such receipt:

Upon receipt of PHI from the Department.

5. Additional Restrictions on Use of Data. CE is a Business Associate of certain other Covered Entities and, pursuant to such obligations of CE, Associate shall comply with the following restrictions on the use and disclosure of Protected Information:

No additional restrictions on use of data.

6. Additional Terms. This may include specifications for disclosure format, method of transmission, use of an intermediary, use of digital signatures or PKI, authentication, additional security or privacy specifications, de-identification/re-identification of data, etc.

No additional terms.

EXHIBIT A, STATEMENT OF WORK

SECTION 1.0 PROGRAM PURPOSE

1.1. The purpose of the Healthy Communities program is to ensure that children and pregnant women enrolled in Health First Colorado – Colorado's Medicaid Program and Child Health Plan (Plus) receive the best possible start with respect to utilizing the health care services and supports available to them.

1.1.1. Toward that end, the Contractor:

1.1.1.1. Provides outreach to non-enrolled individuals and community based organizations to bring awareness of the Healthy Communities program.

1.1.1.2. Provides outreach and administrative case management to clients newly enrolled into Health First Colorado or CHP+.

1.1.1.3. Directs clients to primary and specialty medical providers as needed.

1.1.1.4. Directs clients to community based organizations and agencies for non-medical services.

1.1.1.5. Coordinates with community based organizations, the Department and other Department contractors to assist them in improving overall health outcomes as determined by the Department.

1.1.1.5.1. Specifically, the Contractor's work helps the Department attain its goal to increase the number of well child and oral health visits as counted on the Centers for Medicare and Medicaid Services Early and Periodic Screening, Diagnostic and Treatment (CMS EPSDT) 416 report to eighty percent (80%) and to increase oral health visits by ten percentage points over the 2010 CMS EPSDT 416 report.

SECTION 2.0 ACRONYMS, ABBREVIATIONS AND OTHER TERMINOLOGY

2.1. Acronyms, abbreviations and other terminology are defined at their first occurrence in this Statement of Work. The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.

2.1.1. Administrative Case Management – assisting clients and their family representatives to navigate Colorado's public health care system to address concerns regarding eligibility and enrollment in their respective Medical Assistance Program including application assistance as necessary.

2.1.2. Business Day - Any day in which the Department is open and conducting business, but shall not include weekend days or any day on which the Department observes one of the following holidays:

2.1.2.1. New Year's Day.

2.1.2.2. Martin Luther King, Jr. Day.

2.1.2.3. Washington-Lincoln Day (also referred to as President's Day).

2.1.2.4. Memorial Day.

2.1.2.5. Independence Day.

2.1.2.6. Labor Day.

2.1.2.7. Columbus Day.

2.1.2.8. Veterans' Day.

2.1.2.9. Thanksgiving Day.

2.1.2.10. Christmas Day.

2.1.3. Business Interruption - Any event that disrupts the Contractor's ability to complete the Work for a period of time, and may include, but is not limited to a Disaster, power outage, strike, loss of necessary personnel or computer virus.

2.1.4. CHP+ - The Colorado Child Health Plan Plus program.

2.1.5. Client - Any individual who is eligible for EPSDT Medicaid, a pregnant woman on Medicaid or any person on the Child Health Plan Plus (CHP+) program.

2.1.6. Closeout Period - The period beginning on the earlier of ninety (90) days prior to the end of the last renewal year of the Contract or notice by the Department of non-renewal and ending on the day that the Department has accepted the final deliverable for the Closeout Period and has determined that the final transition is complete.

2.1.7. Community Partner - any individual or organization who may provide additional services or general assistance to Clients.

2.1.8. Disaster - An event that makes it impossible for the Contractor to perform the Work out of its regular facility, and may include, but is not limited to, natural disasters, fire or terrorist attacks.

2.1.9. EBNE - Eligible but not enrolled.

2.1.9.1. EBNE Outreach – To actively generate awareness and provide education to women and children currently not enrolled in the Healthy Communities Program but who may be eligible.

2.1.10. Health First Colorado (HFC) – The name of Colorado's Medicaid program beginning in May 2016.

2.1.11. Operational Start Date - The later of July 1, 2015 or when the Department authorizes the Contractor to begin fulfilling its obligations under the Contract.

2.1.12. PHI - Protected Health Information.

2.1.13. Provider - any entity that submits claims under Colorado Medical Assistance Programs for services rendered.

2.1.14. RCCO - Regional Care Collaborative Organization.

2.1.15. Refer - to offer to a Client or his/her representative the contact information for an individual or list of Community Partners and/or Providers in order to help meet the Client's individual needs.

SECTION 3.0 CONTRACTOR'S GENERAL REQUIREMENTS

3.1. The Department will contract with only one (1) organization, the Contractor, and will work solely with that organization with respect to all tasks and deliverables to be completed, services to be rendered and performance standards to be met.

3.2. The Contractor may be privy to internal policy discussions, contractual issues, price negotiations, confidential medical information, Department financial information, and advance knowledge of legislation. In addition to all other confidentiality requirements of the Contract, the Contractor shall also consider and treat any such information as confidential and shall only disclose it in accordance with the terms of the Contract.

3.3. The Contractor shall work cooperatively with key Department staff and, if applicable, the staff of other Department contractors or other State agencies to ensure the completion of the Work. The Department may, in its sole discretion, use other contractors to perform activities related to the Work that are not contained in the Contract or to perform any of the Department's responsibilities. In the event of a conflict between the Contractor and any other Department contractor, the Department will resolve the conflict and the Contractor shall abide by the resolution provided by the Department.

3.4. The Contractor shall inform the Department, upon request, on current trends and provide information on new technologies in use that may impact the Contractor's responsibilities under this Contract.

3.5. Deliverables

3.5.1. All deliverables shall meet Department-approved format and content requirements. The Department will specify the number of copies and media for each deliverable.

3.5.2. Each deliverable will follow the deliverable submission process as follows:

3.5.2.1. The Contractor shall submit each deliverable to the Department for review and approval.

3.5.2.2. The Department will review the deliverable and may direct the Contractor to make changes to the deliverable. The Contractor shall make all changes within ten (10) Business Days following the Department's direction to make the change unless the Department provides a longer period in writing.

3.5.2.2.1. Changes the Department may direct include, but are not limited to, modifying portions of the deliverable, requiring new pages or portions of the deliverable, requiring resubmission of the deliverable or requiring inclusion of information that was left out of the deliverable.

3.5.2.3. The Department may also direct the Contractor to provide clarification or provide a walkthrough of each deliverable to assist the Department in its review. The Contractor shall provide the clarification or walkthrough as directed by the Department.

3.5.2.4. Once the Department has received an acceptable version of the deliverable, including all changes directed by the Department, the Department will notify the Contractor of its acceptance of the deliverable in writing. A deliverable shall not be deemed accepted prior to the Department's notice to the Contractor of its acceptance of that deliverable.

3.5.3. The Contractor shall employ an internal quality control process to ensure that all deliverables, documents and calculations are complete, accurate, easy to understand and of high quality. The Contractor shall provide deliverables that, at a minimum, are responsive to the specific requirements for that deliverable, organized into a logical order, contain no spelling or grammatical errors, are formatted uniformly and contain accurate information and correct calculations. The Contractor shall retain all draft and marked-up documents and checklists utilized in reviewing deliverables for reference as directed by the Department.

3.5.4. In the event that any due date for a deliverable falls on a day that is not a Business Day, then the due date shall be automatically extended to the next Business Day, unless otherwise directed by the Department.

3.5.5. All due dates or timelines that reference a period of days, months or quarters shall be measured in calendar days, months and quarters unless specifically stated as being measured in Business Days or otherwise. All times stated in the Contract shall be considered to be in Mountain Time, adjusted for Daylight Saving Time as appropriate, unless specifically stated otherwise.

3.5.6. No deliverable, report, data, procedure or system created by the Contractor for the Department that is necessary to fulfilling the Contractor's responsibilities under the Contract, as determined by the Department, shall be considered proprietary.

3.5.7. If any deliverable contains ongoing responsibilities or requirements for the Contractor, such as deliverables that are plans, policies or procedures, then the Contractor shall comply with all requirements of the most recently approved version of that deliverable. The Contractor shall not implement any version of any such deliverable prior to receipt of the Department's written approval of that version of that deliverable. Once a version of any deliverable described in this subsection is approved by the Department, all requirements, milestones and other deliverables contained within that deliverable shall be considered to be requirements, milestones and deliverables of this Contract.

3.5.8. Any deliverable described as an update of another deliverable shall be considered a version of the original deliverable for the purposes of this subsection.

3.6. Stated Deliverables and Performance Standards

3.6.1. Any section within this Statement of Work headed with or including the term "DELIVERABLE" or "PERFORMANCE STANDARD" is intended to highlight a deliverable or performance standard contained in this Statement of Work and provide a clear due date for deliverables. The sections with these headings are not intended to expand or limit the requirements or responsibilities related to any deliverable or performance standard.

3.7. Communication Requirements

3.7.1. Communication with the Department

3.7.1.1. The Contractor shall enable all Contractor staff to exchange documents and electronic files with the Department staff in formats compatible with the Department's systems. The Department currently uses Microsoft Office 2013 and/or Microsoft Office 365 for PC. If the Contractor uses a compatible program that is not the system used by the Department, then the Contractor shall ensure that all documents or files delivered to the Department are completely transferrable and reviewable, without error, on the Department's systems.

3.7.2. Communication with Clients, Providers and Other Entities

3.7.2.1. The Contractor shall use e-mail and letter templates stored in the Healthy Communities Client Relationship Management Database for all written Client communications unless otherwise inappropriate to use them.

3.7.2.2. The Contractor shall create a Communication Plan that includes, but is not limited to, all of the following:

3.7.2.2.1. A description of how the Contractor will communicate to Clients any changes to the services those Clients will receive or how those Clients will receive the services.

3.7.2.2.2. A description of the communication methods, including things such as email lists, newsletters and other methods, the Contractor will use to communicate with Providers and Subcontractors.

3.7.2.2.3. The specific means of immediate communication with Clients and a method for accelerating the internal approval and communication process to address urgent communications or crisis situations.

3.7.2.2.4. A general plan for how the Contractor will address communication deficiencies or crisis situations, including how the Contractor will increase staff, contact hours or other steps the Contractor will take if existing communication methods for Clients or Providers are insufficient.

3.7.2.2.5. A listing of the following individuals within the Contractor's organization, that includes cell phone numbers and email addresses:

3.7.2.2.5.1. An individual who is authorized to speak on the record regarding the Work, the Contract or any issues that arise that are related to the Work.

3.7.2.2.5.2. An individual who is responsible for any website or marketing related to the Work.

3.7.2.2.5.3. Back-up communication staff that can respond in the event that the other individuals listed are unavailable.

3.7.2.2.6. The Contractor shall deliver the Communication Plan to the Department for review and approval.

3.7.2.2.6.1. DELIVERABLE: Communication Plan

3.7.2.2.6.2. DUE: Within forty-five (45) Business Days after the Effective Date

3.7.3. The Contractor shall review its Communication Plan on an annual basis and determine if any changes are required to account for any changes in the Work, in the Department's processes and procedures or in the Contractor's processes and procedures. The Contractor shall submit an Annual Communication Plan Update that contains all changes from the most recently approved prior Communication Plan, Annual Communication Plan Update or Interim Communication Plan Update or shall note that there were no changes.

3.7.3.1. DELIVERABLE: Annual Communication Plan Update

3.7.3.2. DUE: Annually, by September 30th of each year

3.7.4. The Department may request a change to the Communication Plan at any time to account for any changes in the Work, in the Department's processes and procedures or in the Contractor's processes and procedures, or to address any communication related deficiencies determined by the Department. The Contractor shall modify the Communication Plan as directed by the Department and submit an Interim Communication Plan Update containing all changes directed by the Department.

3.7.4.1. DELIVERABLE: Communication Plan Update

3.7.4.2. DUE: Within thirty (30) Business Days following the receipt of the request from the Department, unless the Department allows for a longer time in writing

3.8. Business Continuity

3.8.1. The Contractor shall create a Business Continuity Plan that the Contractor will follow in order to continue operations after a Disaster or a Business Interruption. The Business Continuity Plan shall include, but is not limited to, all of the following:

3.8.1.1. How the Contractor will replace staff that has been lost or is unavailable during or after a Business Interruption so that the Work is performed in accordance with the Contract.

3.8.1.2. How the Contractor will back-up all information necessary to continue performing the Work, so that no information is lost because of a Business Interruption.

3.8.1.3. In the event of a Disaster, the plan shall also include how the Contractor will make all information available at its back-up facilities.

3.8.1.4. How the Contractor will minimize the effects on Clients of any Business Interruption.

3.8.1.5. How the Contractor will communicate with the Department during the Business Interruption and points of contact within the Contractor's organization the Department can contact in the event of a Business Interruption.

3.8.1.6. Planned long-term back-up facilities out of which the Contractor can continue operations after a Disaster.

3.8.1.7. The time period it will take to transition all activities from the Contractor's regular facilities to the back-up facilities after a Disaster.

3.8.2. The Contractor shall deliver the Business Continuity Plan to the Department for review and approval.

3.8.2.1. DELIVERABLE: Business Continuity Plan

3.8.2.2. DUE: Within forty-five (45) Business days after the Effective Date

3.8.3. The Contractor shall review its Business Continuity Plan at least semi-annually and update the plan as appropriate to account for any changes in the Contractor's processes, procedures or circumstances. The Contractor shall submit an Updated Business Continuity Plan that contains all changes from the most recently approved prior Business Continuity Plan or Updated Business Continuity Plan or shall note that there were no changes.

3.8.3.1. DELIVERABLE: Updated Business Continuity Plan

3.8.3.2. DUE: Semi-annually, by August 15th and February 15th of each year

3.8.4. In the event of any Business Interruption, the Contractor shall implement its most recently approved Business Continuity Plan or Updated Business Continuity Plan immediately after the Contractor becomes aware of the Business Interruption. In that event, the Contractor shall comply with all requirements, deliverables, timelines and milestones contained in the implemented plan.

3.9. Department System Access

3.9.1. In the event that the Contractor requires access to any Department computer system to complete the Work, the Contractor shall have and maintain all hardware, software and interfaces necessary to access the system without requiring any modification to the Department's system. The Contractor shall follow all Department policies, processes and procedures necessary to gain access to the Department's systems.

3.10. HIPAA Policies

3.10.1. The Contractor shall develop and deliver a HIPAA Policy to the Department for review and approval. The HIPAA Policy shall address the Contractor's policies for Protected Health Information (PHI), technologies in place for protecting PHI, and trainings provided to Contractor staff.

3.10.1.1. DELIVERABLE: HIPAA Policy

3.10.1.2. DUE: Ten (10) Business Days After the Effective Date

3.10.2. The Contractor shall update their HIPAA Policy, at least annually, to include any technical, procedural or other changes and deliver this HIPAA Policy Update to the Department for review and approval.

3.10.2.1. DELIVERABLE: Updated HIPAA Policy

3.10.2.2. DUE: Annually, by June 30th of each year

SECTION 4.0 PERSONNEL GENERAL REQUIREMENTS

4.1. Personnel General Requirements

4.1.1. The Contractor shall provide qualified personnel as necessary to perform the Work throughout the term of the Contract. The Contractor shall provide the Department with a final list of personnel assigned to the Contract.

4.1.1.1. The Contractor shall designate a staff member to serve as Project Lead. The Project Lead shall monitor all project activities, ensure the completion of all Work in accordance with the Contract's requirements, and will act as the primary point of contact with the Department for all communications, tasks and deliverables.

4.1.1.1.1. DELIVERABLE: Final list of names of the personnel assigned to the Contract

4.1.1.1.2. DUE: Within five (5) Business Days following the Effective Date

4.1.2. If any of the Contractor's personnel are required to have and maintain any professional licensure or certification issued by any federal, state or local government agency, then the Contractor shall maintain copies of such current licenses and certifications and provide them to the Department upon request.

4.1.3. The Contractor shall use its discretion to determine the number of personnel necessary to perform the Work in accordance with the requirements of the Contract. In the event that the Department has determined that Contractor has not provided sufficient personnel to perform the Work in accordance with the requirements of the Contract, the Contractor shall provide all additional personnel necessary to perform the Work in accordance with the requirements of the Contract at no additional cost to the Department.

4.1.4. The Contractor shall ensure that all personnel have sufficient training and experience to complete all portions of the Work assigned to them. The Contractor shall provide all necessary training to its personnel, except for Department-provided training specifically described in the Contract.

4.1.5. The Contractor may subcontract to complete Work required by the Contract. The conditions for using a Subcontractor or Subcontractors are as follows:

4.1.5.1. The Contractor shall provide the organizational name of each Subcontractor and all items to be worked on by each Subcontractor to the Department.

4.1.5.2. The Contractor shall obtain the Department's prior consent and written approval for any use of Subcontractor(s).

4.1.5.2.1. DELIVERABLE: Name of each Subcontractor and items on which each Subcontractor will work

4.1.5.2.2. DUE: The later of thirty (30) days prior to the Subcontractor beginning work or the Effective Date

4.1.6. The Contractor shall fully cooperate with the scheduling of and participation in an annual site visit by a Department designee as well as any follow up meetings deemed necessary by the Department to address specific issues requiring corrective action.

4.1.7. The Contractor shall have at least one (1) member of its staff attend, in person, via conference call and/or web conferencing when available, at least ninety percent of all regular Healthy Communities Family Health Coordinator monthly meetings; and, in the same manner, attend all annual Healthy Communities statewide meetings, trainings or retreats.

4.1.8. The Contractor shall notify the Department within one (1) Business Day when any employee or subcontractor leaves employment and within ten (10) Business Days of hiring a new employee.

4.1.9. The Contractor shall ensure all provisions of this Contract will be carried out during such employment/subcontractor gaps or transitions and shall secure replacements within sixty (60) days.

SECTION 5.0 PROJECT REQUIREMENTS

5.1. The Contractor shall serve as the Healthy Communities Contractor for the following counties: Gunnison and Hinsdale Counties.

5.2. The Contractor shall complete the Work pursuant to the Department's policies including the Department's Customer Relationship Management procedures. These procedures may be updated regularly by the Department via a web site. The Contractor shall comply with all updated procedures.

5.3. Regional Care Collaborative Organization (RCCO) Collaboration

5.3.1. The Contractor shall work collaboratively with its RCCO in providing outreach and administrative case management to Clients.

5.3.2. The Contractor shall meet with its RCCO at least two (2) times per year to create a work plan or agreement for RCCO and Contractor Collaboration. The Contractor shall share data and information with the RCCOs for all clients the entities have in common.

5.3.3. The Contractor shall provide to the Department a plan of the outreach, administrative case management and care coordination that the Contractor agreed to conduct and that the RCCO agreed to conduct during the SFY.

5.3.3.1. DELIVERABLE: Plan of outreach, administrative case management and care coordination activities the RCCO and Contractor shall conduct

5.3.3.2. DUE: Within ten (10) Business Days of each coordination meeting

5.4. Client Outreach and Program Education

5.4.1. The Contractor shall conduct, on average throughout the SFY, a minimum of four (4) EBNE outreach activities per quarter.

5.4.1.1. Outreach may include, but is not limited to, the following events:

5.4.1.1.1. Health fairs.

5.4.1.1.2. Back to school nights.

5.4.1.1.3. Workshops, presentations, in-service announcements, etc., to community based organizations and agencies who come in contact with the same (enrolled and EBNE) populations served by Healthy Communities.

5.4.2. The outreach information shall, at a minimum, include the following program information:

5.4.2.1. Information describing Health First Colorado (Colorado's Medicaid Program) and Child Health Plan Plus (CHP+) including the basic eligibility requirements for these programs.

5.4.2.2. Information on the services and resources provided by Family Health Coordinators.

5.4.3. The Contractor shall assist Clients in finding or accessing appropriate community resources and ensure families have access to the programs discussed in Section 4.3.2 Community resources may include, but are not limited to:

5.4.3.1. Food banks.

5.4.3.2. Shelters.

5.5. Community Outreach and Program Education

5.5.1. The Contractor shall educate the Client regarding the availability of services offered by the Healthy Communities Program.

5.5.2. The Contractor shall assist Community Partners in understanding the Medicaid and CHP+ medical assistance programs, program benefits, and program administration.

5.5.3. The Contractor shall plan, manage, and coordinate collaborative efforts and/or activities with Community Partners to ensure better service delivery and education to the populations served.

5.5.4. The Contractor shall attend relevant meetings, conferences, and other channels of collaboration in conjunction with Community Partners at no additional cost to the Department.

5.6. Provider Outreach and Program Education

5.6.1. The Contractor shall educate Providers on all services provided by or available through Healthy Communities Program.

5.6.2. The Contractor shall educate and assist Providers with services covered by Medicaid and CHP+.

5.6.3. The Contractor shall assist Providers with missed appointment follow-up as requested. This assistance shall include calling Clients, when requested by a Provider, to assist the Client in attending appointments. This may include providing to the Client resource referrals such as transportation assistance or child care resources in order to allow the Client to attend an appointment.

5.7. Administrative Case Management and Program Navigation

5.7.1. The Contractor shall maintain a dedicated phone line to receive calls from Clients with questions about the Healthy Communities Program.

5.7.2. The Contractor shall maintain an office that Healthy Communities Clients may visit with questions about the Healthy Communities Program.

5.7.3. The Contractor shall provide the phone number and office location to the Department. In addition, the Contractor shall publish the office location and phone line on its website, if it has a website, and on publications so that Clients know where to call and visit for information.

5.7.4. The Contractor shall assist all EBNEs and Clients enrolled in the Healthy Communities Program with the overall program navigation of the Medicaid and/or CHP+ programs.

5.7.5. The Contractor shall assist EBNEs with the application process, which may include any of the following:

5.7.5.1. Assisting the EBNEs with a paper Medicaid application or the Colorado Program Eligibility and Application Kit (PEAK).

5.7.5.2. Providing on site Presumptive Eligibility (PE) determinations for those who may qualify.

5.7.5.3. Providing an appropriate referral, when necessary, to another application assistance site, including, but not limited to a local department of human or social services, a Presumptive Eligibility (PE) site, a Certified Application Assistant Site (CAAS), or a Medicaid Assistance (MA) site.

5.7.5.4. The Contractor shall perform the following tasks for all individuals who qualify for the Healthy Communities Program:

5.7.5.4.1. Follow-up with pregnant women, children, families, and EBNEs regarding the status of their application as requested by the Client.

5.7.5.4.2. Provide Healthy Communities Program Clients with a list of appropriate Medicaid and CHP+ Providers and referrals when appropriate.

5.7.5.4.3. Provide appointment assistance as requested by Medicaid eligible Clients.

5.7.5.4.4. Provide referrals for medical and non-medical programs to Healthy Communities Program Clients and their family members as requested by the Client.

5.7.5.4.5. Provide missed appointment follow up as requested by physical, oral and mental health Providers.

5.7.5.4.6. Provide follow-up assistance to Clients who have not received services within six (6) months and/or annually for services defined in the Bright Futures Periodicity Schedule or by the CHP+ oral health periodicity schedule.

5.7.5.4.7. Assist in resolving any issues or concerns regarding enrollment into Medicaid or CHP+ and/or eligibility issues, including by, facilitating contact with CHP+ contractors, county department of social/human services technicians, the Department's Eligibility and Enrollment Medical Assistance Program contractor, the Department's Enrollment Broker or other Medical Assistance site as appropriate for the Client's needs.

5.7.5.4.8. Assist Clients with scheduling appointments and Non-Emergent Medical Transportation (NEMT) needs through the Medicaid Transportation Broker or local department of human or social services.

5.7.5.4.9. Assist Clients to resolve provider issues, including provider demands for payment, collections issues and/or any additional questions and issues regarding program benefits and/or navigation, as requested by Clients.

5.8. Client Relationship Management Database

5.8.1. The Contractor shall provide access for employees performing the Work to use the Healthy Communities Client Relationship Management Database as required.

5.8.2. The Contractor shall assure that all local information needed to assist Clients, such as Providers, community resources, etc. are added to the Healthy Communities Client Relationship Management Database as they relate to the Healthy Communities Program in a timely manner to assure lists are available for use by Clients and Community Partners as needed.

5.8.3. The Contractor shall assure that staff are computer literate and able to use the Healthy Communities Client Relationship Management Database to its full potential.

5.8.4. The Contractor shall enter data, according to conventions agreed upon by the collaboration between the Contractor and Department, recording activities such as outreach events, referrals and interactions with Clients into the Healthy Communities Client Relationship Management Database so that the Department may obtain reporting statistics.

5.8.5. The Contractor shall assure the Healthy Communities Client Relationship Management Database is up to date by the 10th of the month following the reporting month. The Department will pull reports for monthly contacts, referrals, and outreach activities after the 10th and before the 15th of the month to meet the monthly reporting requirements.

5.8.5.1. The Contractor shall submit all requests for extensions of the deadline to the Department in writing no later than the 5th of the month.

5.9. Training

5.9.1. At the Department's request, the Contractor shall attend Departmental training. Departmental trainings may include, but are not limited to:

5.9.1.1. Training on the Healthy Communities Client Relationship Management Database and access to the system for all of the Contractor's current employees working with the Healthy Communities Program.

5.9.1.2. Training on the Healthy Communities Client Relationship Management Database and access to the system for any new employee hired by the Contractor working with the Healthy Communities Program.

5.9.1.3. Providing site visits as needed for quality assurance and training.

5.9.1.4. The Department will provide standardized training curriculum to the Contractor and these materials will be updated at least every six (6) months. Training topics may include:

5.9.1.4.1. Healthy Communities Client Relationship Management Database data entry including data entry conventions.

5.9.1.4.2. Medicaid and CHP+ benefits.

5.9.1.4.3. Medicaid and CHP+ eligibility.

5.9.1.4.4. CBMS use. Use of PEAK to assist clients.

5.9.1.4.5. Other topics as needed to fulfill the program's purpose.

5.10. Reporting

5.10.1. Monthly Narrative Status Report

5.10.1.1. By the 10th day of each month, the Contractor shall submit a Monthly Narrative Status Report summarizing, at a minimum, all of the following:

5.10.1.1.1. The activity of the previous month including noteworthy accomplishments, project status, challenges or barriers to program efforts, and collaborations with community or other agency partners.

5.10.1.1.2. A description of the outreach activities conducted by the Contractor that month.

5.10.1.1.3. A description of the events and/or activities that the Contractor conducted in order to increase the number of well child and oral health visits, increase physical health visits, and increase oral health visits.

5.10.1.1.3.1.1. DELIVERABLE: Monthly Narrative Status Report.

5.10.1.1.3.1.2. DUE: By the 10th day of each month

5.10.2. Budget Report

5.10.2.1. The Contractor shall submit a detailed Budget Report to the Department within sixty (60) days of the issuance or renewal of the Contract with the Department. At a minimum, the Budget Report shall include all anticipated program related expenses for employee(s) and operating expenses for the entire Contractual period.

5.10.2.1.1. DELIVERABLE: Budget Report.

5.10.2.1.2. DUE: Within sixty (60) days of the issuance or renewal of the Contract with the Department.

5.10.3. Final Report

5.10.3.1. The Contractor shall submit a Final Report to the Department utilizing reporting and information from the Healthy Communities Client Relationship Management Database.

5.10.3.1.1. The Final Report shall include, at a minimum, all of the following:

5.10.3.1.1.1. An analysis of any successes and challenges faced by the Contractor, based on the Contractor's individual program and location, related to the Healthy Communities program during the contracted period;

5.10.3.1.1.2. An analysis of the SFY's activities, outcomes, trends, and results;

5.10.3.1.1.3. An analysis of the Contractor's ability to meet CMS EPSDT requirements for well child, oral health, and lead testing;

5.10.3.1.1.4. An analysis of the Contractor's ability to meet the oral health periodicity schedule for CHP+ eligible children.

5.10.3.1.1.4.1. DELIVERABLE: Final Report.

5.10.3.1.1.4.2. DUE: Thirty (30) days after the Contract expires, renews or is terminated.

5.10.4. Ad Hoc Reporting

5.10.4.1. The Contractor shall provide Ad Hoc Reports as requested by the Department.

5.10.4.2. When an Ad Hoc Report is requested, the Contractor shall coordinate with the Department to confirm its understanding of the request and identify the best method for response.

5.10.4.3. The Contractor shall provide all ad hoc reports within thirty (30) days of the Department's request at no additional cost to the Department.

SECTION 6.0 CLOSEOUT PERIOD

6.1.1. The Contract shall have a Closeout Period.

6.1.1.1. The Closeout Period shall begin on the earlier of ninety (90) days prior to the end of the last renewal year of the Contract or notice by the Department of non-renewal. The Closeout Period shall end on the day that the Department has accepted the final deliverable for the Closeout Period, as determined in the Department-approved and updated Closeout Plan, and has determined that the closeout is complete.

6.1.1.2. This Closeout Period may extend past the termination of the Contract and the requirements of the Closeout Period shall survive termination of the Contract.

6.1.2. Closeout Period

6.1.2.1. During the Closeout Period, the Contractor shall complete all of the following:

6.1.2.1.1. Implement the most recent Closeout Plan or Closeout Plan Update that has been approved by the Department, as described in Section 1.10.4.2 and complete all steps, deliverables and milestones contained in the most recent Closeout Plan or Closeout Plan Update that has been approved by the Department.

6.1.2.1.2. Provide to the Department, or any other contractor at the Department's direction, all reports, data, systems, deliverables and other information reasonably necessary for a transition as determined by the Department or included in the most recent Closeout Plan or Closeout Plan Update that has been approved by the Department.

6.1.2.1.3. Ensure that all responsibilities under the Contract have been transferred to the Department, or to another contractor at the Department's direction, without significant interruption.

6.1.2.1.4. Notify any Subcontractors of the termination of the Contract, as directed by the Department.

6.1.2.1.5. Notify all Clients that the Contractor will no longer be the Healthy Communities Outreach and Case Management Contractor. The Contractor shall create these notifications and deliver them to the Department for approval. Once the Department has approved the notifications, the Contractor shall deliver these notifications to all Clients, but in no event shall the Contractor deliver any such notification prior to approval of that notification by the Department.

6.1.2.1.5.1. DELIVERABLE: Client Notifications

6.1.2.1.5.2. DUE: Thirty (30) days prior to termination of the Contract

6.1.2.2. Continue meeting each requirement of the Contract as described in the Department-approved and updated Closeout Plan, or until the Department determines that specific requirement is being performed by the Department or another contractor, whichever is sooner. The Department will determine when any specific requirement is being performed by the Department or another contractor, and will notify the Contractor of this determination for that requirement.

6.1.2.3. The Department will perform a closeout review to ensure that the Contractor has completed all requirements of the Closeout Period. In the event that the Contractor has not completed all of the requirements of the Closeout Period by the date of the termination of the Contract, then any incomplete requirements shall survive termination of the Contract.

6.1.3. Closeout Planning

6.1.3.1. Closeout Plan

6.1.3.1.1. The Contractor shall create a Closeout Plan that describes all requirements, steps, timelines, milestones and deliverables necessary to fully transition the services described in the Contract from the Contractor to the Department to another contractor selected by the Department to be the Healthy Communities Outreach and Case Management Contractor after the termination of the Contract. The Closeout Plan shall also designate an individual to act as a closeout coordinator, who will ensure that all requirements, steps, timelines, milestones and deliverables contained in the Closeout Plan are completed and work with the Department and any other contractor to minimize the impact of the transition on Clients and the Department. The Contractor shall deliver the Closeout Plan to the Department for review and approval.

6.1.3.1.1.1. DELIVERABLE: Closeout Plan

6.1.3.1.1.2. DUE: Thirty (30) days following the Effective Date

6.1.3.2. The Contractor shall update the Closeout Plan, at least annually, to include any technical, procedural or other changes that impact any steps, timelines or milestones contained in the Closeout Plan, and deliver this Closeout Plan Update to the Department for review and approval.

6.1.3.2.1. DELIVERABLE: Closeout Plan Update

6.1.3.2.2. DUE: Annually, by June 30th of each year

SECTION 7.0 PAYMENT

7.1. The Contractor shall submit a monthly invoice based on the Contractor's actual expenditures for the period specified. All invoices shall be submitted using the Contract Reimbursement Form, listed as **Exhibit C**. The Department, at its discretion, may make edits to the reimbursement form. The Contractor shall use the most recently updated reimbursement form.

7.2. All invoices shall reference the Contract by the Contract routing number that appears on the first page of the Contract. Invoice shall be based upon the cost of the Work performed during the term of this Contract, and, shall be supplemented or accompanied by supporting data and subcontractor invoices, upon request, covering the Work shown on the invoice.

7.3. Indirect costs shall not exceed five percent (5%) of the Contract Maximum Amount for the SFY.

7.4. Supervision expenses are limited to five percent (5%) of the Contract Maximum Amount for the SFY.

7.4.1. Supervision shall be defined as work performed by any employee or subcontractor who is not a regular contributor to the Healthy Communities Program as evidenced by the Contractor's work recorded (or lack thereof) in the Healthy Communities Client Relations Management Database.

7.5. The total of the invoice submitted by the Contractor for all periods during a SFY shall not exceed the Contract maximum amount for that year.

EXHIBIT B, SAMPLE OPTION LETTER

Date:	Original Contract Routing # CMS #	Option Letter #	Contract Routing #

1) OPTIONS: Choose all applicable options listed in §1 and in §2 and delete the rest.

- **a.** Option to renew only *(for an additional term)*
- **b.** Change in the amount of goods within current term
- **c.** Change in amount of goods in conjunction with renewal for additional term
- **d.** Level of service change within current term
- **e.** Level of service change in conjunction with renewal for additional term
- **f.** Option to initiate next phase of a contract

2) REQUIRED PROVISIONS. All Option Letters shall contain the appropriate provisions set forth below:

a. For use with Options 1(a-e): In accordance with Section(s) _____of the Original Contract between the State of Colorado, Department of Health Care Policy and Financing**,** and CONTRACTOR, the State hereby exercises its option for an additional term beginning START DATE and ending on END DATE at a cost/price specified in Section _____, AND/OR an increase/decrease in the amount of goods/services at the same rate(s) as specified in SECTION/EXHIBIT REFERENCE.

b. For use with Option 1(f), please use the following: In accordance with Section(s) _____ of the Original Contract between the State of Colorado, Department of Health Care Policy and Financing**,** and CONTRACTOR, the State hereby exercises its option to initiate Phase PHASE NUMBER for the term beginning START DATE and ending on END DATE at the cost/price specified in Section _____.

c. For use with all Options 1(a-f): The amount of the current Fiscal Year contract value is increased/decreased by CHANGE AMOUNT to a new contract value of TOTAL to as consideration for services/goods ordered under the contract for the current fiscal year YEAR. The first sentence in Section _____ is hereby modified accordingly. The total contract value including all previous amendments, option letters, etc. is TOTAL.

3) Effective Date. The effective date of this Option Letter is upon approval of the State Controller or DATE, whichever is later.

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR
Department of Health Care Policy and Financing

_____
By: Insert Name & Title

Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Department of Health Care Policy and Financing
Date: _____

EXHIBIT C, REIMBURSEMENT FORM

You are not able to enter information into this form. Complete the expenditure details form only. It is the first tab in this workbook. The information entered into the Expenditure Details form will automatically populate this form. Follow instructions provided by your HCPF program to complete the Expenditure Details form and submit the invoice.

Colorado Department of Health Care Policy & Financing
REIMBURSEMENT INVOICE FORM

COLORADO
Department of Health Care Policy & Financing

Invoice Period:	01/00/00	**To**	01/00/00
Invoice #:	0		
FEIN:	0		
PO/Encumbrance #:	0		
Final Invoice:	0		

To:	Colorado Dept. of Health Care Policy and Financing	**From:**	0
HCPF Program:	Healthy Communities	**Contact Name:**	0
HCPF Contact:	Jeff Helm	**Address:**	0
Mail Code:	0		0
Address:	1570 Grant St.		0
City:	Denver	**City:**	0
State:	CO	**State:**	0
Zip Code:	80203	**Zip Code:**	0
Fax:	303-866-3220	**Fax:**	0
Telephone:	303-866-2267	**Telephone:**	0
Email:	jeff.helm@state.co.us	**Email:**	0

Expenditure Categories	Total Amount Requested from HCPF
Personal Services including Fringe Benefits	$0.00
Supplies & Operating Expenses	$0.00
Travel	$0.00
Other Costs	$0.00

Contractual (payments to third parties or entities)	$0.00
SUB-TOTAL BEFORE INDIRECT	**$0.00**
Indirect	$0.00
TOTAL THIS INVOICE	**$0.00**
TOTAL IN-KIND	**$0.00**

To be Signed by Contractor/Vendor
I/We affirm the claimed expenses comply with the budget provisions of the contract and are reasonable and necessary, that all relevant progress or other reports have been filed, and all contract milestones and/or tasks related to the invoice period have been achieved.
Print Name, Title & Sign Date

To be Signed by HCPF Program Director or Delegate(s)
I/We affirm that I or my staff have reviewed the contractor / vendor's invoice and supporting documentation, if required, progress reports and other communications with the contractor/vendor, and believe to the best of my knowledge, that the contractor/vendor is in compliance with all contract provisions.
Print Name, Title & Sign Date

To be Signed by HCPF Fiscal Officer or Delegate(s)
I certify that the claimed expenses have been reviewed by me for compliance with the requirements of the funding source and the State of Colorado Fiscal Rules, and are charged to the appropriate funding source. Contract #/Purchase Order# _____ CMS# _____ Contract Routing # _____ and we are requesting reimbursement for same.
Print Name, Title & Sign Date

Your HCPF program will provide instruction on completing and submitting this form. Information entered into this form will auto-populate the Reimbursement Invoice Form.

Colorado Department of Health Care Health Policy and Financing
EXPENDITURE DETAILS for REIMBURSEMENT INVOICE FORM

Contractor/ Vendor Invoice #	
FEIN	
PO/ Encumbrance #	

Contractor Name		
Invoice Period		
Final Invoice		

To:	Colorado Dept of Health Care Policy and Financing	**From:**	
HCPF Program:	Healthy Communities	**Contact Name:**	
HCPF Contact:	Jeff Helm	**Address:**	
Mail Code:			
Address:	1570 Grant St.		
City:	Denver	**City:**	
State:	CO	**State:**	
Zip Code:	80203-1818	**Zip Code:**	
Fax:	303-866-3220	**Fax:**	
Telephone:	303-866-2267	**Telephone:**	
Email:	jeff.helm@state.co.us	**Email:**	

Expenditure Categories				Match or In-Kind (If Applicable)	Total Amount Requested from HCPF
Personal Services	**Gross Salary**	**Fringe**	**Percent of Actual Time on Contract/ Purchase Order**		
Employee Name and/or position title					$0.00
					$0.00
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Total Personal Services (including fringe benefits)	0.00	**$0.00**
Supplies & Operating Expenses		
Printing/Copying		
Postage/Shipping		
Phone/Fax/Internet		
Supplies		
Meeting		
Total Supplies & Operating Expenses	0.00	**$0.00**
Travel		
Mileage		
Lodging		
Meals		

Other Travel		
Total Travel	$0.00	**$0.00**
Other Costs		
Equipment		
Evaluation (completed in-house)		
Screening		
Treatment		
Training		
Total Other Costs	$0.00	**$0.00**

Contractual (payments to third parties or entities)		
Consulting		
Evaluation (outsourced)		
Other sub-contract		
Total Contractual	$0.00	$0.00
SUB-TOTAL BEFORE INDIRECT	**$0.00**	**$0.00**
Indirect		
Indirect		
Indirect (other)		
Total Indirect	**$0.00**	**$0.00**
TOTAL MATCH OR IN KIND	**$0.00**	
TOTAL THIS INVOICE		**$0.00**

Billing Summary	
Contract or Purchase Order Budget Amount	
Cumulative Amount Previously Invoiced	
Amount of this Invoice	**$0.00**
Total Invoiced to Date	**$0.00**
Budget Amount Remaining	**$0.00**