

STATE OF COLORADO
Department of Health Care Policy and Financing
Contract with
Foothills Gateway, Inc.
for
Case Management and Utilization Review of the Home and Community Based
Services for Children with Autism Waivers

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1. PARTIES

This Contract (hereinafter called “Contract”) is entered into by and between Foothills Gateway, Inc., 301 Skyway Drive Fort Collins, Colorado 80525 (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 25.5-1-101 et. seq. 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 to secure case management, associated utilization review services, and other administrative activities for applicants and individuals of the Home and Community Based Services for Children with Autism (HCBS-CWA) Medicaid Waiver. Contractor was selected by the State in accordance with Colorado Revised Statute (C.R.S.) Title 25.5, Article 10.

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

- D. “Goods” means tangible material acquired, produced, or delivered by Contractor either separately or in conjunction with the Services Contractor renders hereunder.
- E. “Healthcare Provider” means any individual or entity that provides services directly to Clients, on behalf of the Department or the Contractor, under either a State Program or a Medicaid Program as those programs are described in Exhibit A.
- F. “Party” means the State or Contractor and Parties means both the State and Contractor.
- G. “Review” means examining Contractor’s Work to ensure that it is adequate, accurate, correct, and in accordance with the standards described in this Contract.
- H. “Services” means the required services to be performed by Contractor pursuant to this Contract.
- I. “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.
- J. “Subcontractor” means third-parties, if any, engaged by Contractor to aid in performance of its obligations. The term Subcontractor shall not include any Healthcare Provider.
- K. “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.
- L. “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

E. Initial Term

The Parties’ respective performances under this Contract shall commence on the later of either the Effective Date of July 1, 2015. This Contract shall expire on June 30, 2016, unless sooner terminated or further extended as specified elsewhere herein.

F. 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.

G. 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

H. 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.

I. 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.

J. 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:

K. Maximum Amount

The maximum amount payable statewide for all CCB Contractors under this Contract for State Programs and Medicaid Programs is shown in the following table, as determined by the Department from available funds.

Payments to Contractors for Medicaid Programs are limited to the number of authorized enrollments authorized by the Department in accordance with Exhibit A. The maximum amount payable by the Department statewide for multiple Contractors is:

Statewide State Fiscal Year 2015-16	\$163,500.00
Total for All State Fiscal Years	\$163,500.00

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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**.

R. 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.

S. 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

T. 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.

U. 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.

V. 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.

W. 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.

X. 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.

Y. 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.

ii. 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.

iii. 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.

Z. 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.

AA. 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.

BB. Disclosure-Liability

Disclosure of State records or other confidential information by Contractor for any reason may be cause for legal action by third parties against Contractor, the State or their respective agents. Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees pursuant to this §10.

11. CONFLICTS OF INTEREST

M. 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.

N. 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.

CC. 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.

DD. 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 bylaws, 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.

EE. 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.

FF. Contractor

iv. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Contractor 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.

v. Non-Public Entities

If Contractor is not a "public entity" within the meaning of the GIA, Contractor shall obtain and maintain during the term of this Contract insurance coverage and policies meeting the requirements set forth in **§13.B.**

GG. Contractors – 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:

vi. 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.

vii. 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;
- b. \$1,000,000 general aggregate;
- c. \$1,000,000 products and completed operations aggregate; and
- d. \$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.

viii. 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:

- e. \$1,000,000 each occurrence; and
- f. \$2,000,000 general aggregate.

Any subcontractor that is a Healthcare Provider is not required to have Protected Health Information Insurance.

ix. 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.

x. Professional Liability Insurance

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

- g. \$1,000,000 each occurrence; and
- h. \$1,000,000 general aggregate.

xi. 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.

xii. 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.

xiii. 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.

xiv. 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.

HH. Certificates

Contractor and all Subcontractors shall provide certificates 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 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

II. 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.

JJ. 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

KK. 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.

xv. 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.

xvi. 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.

xvii. 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.

LL. 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.

xviii. 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.

xix. 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**.

xx. 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.

MM. 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:

xxi. 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.

xxii. Withhold Payment

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

xxiii. 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.

xxiv. Removal

Notwithstanding any other provision herein, the State may demand immediate removal of any of Contractor's employees, agents, or Subcontractors 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.

xxv. 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:

- i. Obtain for the State or Contractor the right to use such products and services;
- j. Replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or,
- k. 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: Candace Bailey
Department of Health Care Policy and Financing
1570 Grant Street
Denver, Colorado 80203

candace.bailey@state.co.us

For the Contractor: Sharon Courtney, Finance Director
Foothills Gateway, Inc.
301 Skyway Drive
Fort Collins, Colorado 80525
sharonc@foothillsgateway.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 State of Colorado, its 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

NN. 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.

OO. 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.

PP. 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.

QQ. Counterparts

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

RR. 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.

SS. Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees pursuant to the terms of this Contract; however, the provisions hereof shall not 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 or hereafter amended.

TT. 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.

UU. Modification

xxvi. 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.

xxvii. 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.

VV. 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
- ii. HIPAA Business Associate Addendum
- iii. The provisions of the main body of this Contract
- iv. Exhibit A, Statement of Work
- v. Exhibit B, Sample Option Letter

WW. 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.

XX. 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.

YY. 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 (e.g., City of Denver) 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.

ZZ. 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.

AAA. 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.

BBB. 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

CCC. 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
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State laws include:

Civil Rights Division	Section 24-34-301, CRS, <i>et seq.</i>
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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.

DDD. 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.

EEE. 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.

FFF. 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.

GGG. 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 Chief Executive Officer for resolution. This process is not intended to supersede any other process for the resolution of controversies provided by law.

HHH. 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.

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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.
- B. **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.
- C. **GOVERNMENTAL 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, protections, 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. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
- D. **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.
- E. **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.
- F. **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.
- G. **BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to

the contrary in this contract or incorporated herein by reference shall be null and void.

- H. **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.
- I. **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.
- J. **VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [Not Applicable to intergovernmental agreements]** Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.
- K. **PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101. [Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]** Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting

State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.

- L. **PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.** Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

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
Foothills Gateway, Inc.

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

*Signature

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

Date: _____

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

By: _____
Name of Authorized Individual

Date: _____

Title: _____
Official Title of Authorized Individual

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. 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 TERMINOLOGY

1.1. ACRONYMS, ABBREVIATIONS AND OTHER TERMINOLOGY

- 1.1.1. Acronyms, abbreviations and other terminology are defined at their first occurrence in this Contract. The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.
- 1.1.1.1. 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:
- 1.1.1.1.1. New Year's Day.
 - 1.1.1.1.2. Martin Luther King, Jr. Day.
 - 1.1.1.1.3. Washington-Lincoln Day (also referred to as President's Day).
 - 1.1.1.1.4. Memorial Day.
 - 1.1.1.1.5. Independence Day.
 - 1.1.1.1.6. Labor Day.
 - 1.1.1.1.7. Columbus Day.
 - 1.1.1.1.8. Veterans' Day.
 - 1.1.1.1.9. Thanksgiving Day.
 - 1.1.1.1.10. Christmas Day.
- 1.1.1.2. Benefits Utilization System (BUS) – The web based data system maintained by the Department for recording case management activities associated with Long Term Services and Supports (LTSS).
- 1.1.1.3. 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.
- 1.1.1.4. Case Management – The evaluation of functional eligibility and other activities which may include assessment, service plan development, service plan implementation and service monitoring, the evaluation of service effectiveness, and periodic reassessment of such client's needs. Case management activities may also include assistance in accessing waiver, State Plan, and other non-Medicaid services and resources and ensuring the right to a Fair Hearing pursuant to 10 C.C.R. 2505-10, Section 8.519.1 as they currently exist or may be hereafter promulgated or amended. Case Management under this Contract is funded with General Fund.
- 1.1.1.5. CCT – Colorado Choice Transitions, the State program which addresses home and community based needs for those enrolled.

- 1.1.1.6. Client - Any individual eligible for or enrolled in the Colorado Medicaid program or State Programs identified in this Contract, as determined by the Department.
- 1.1.1.7. 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.
- 1.1.1.8. 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.
- 1.1.1.9. Key Personnel - -Includes Executive Director, Chief Financial Officer, Registered Nurse, and Case Management Director.
- 1.1.1.10. MMIS – Medicaid Management Information System
- 1.1.1.11. Operational Start Date – The later of July 1, 2015 or when the Department authorizes the Contractor to begin fulfilling its obligations under the Contract.
- 1.1.1.12. Other Personnel - Individuals and Subcontractors, in addition to Key Personnel, assigned to positions to complete tasks associated with the Work.
- 1.1.1.13. PHI - Protected Health Information.
- 1.1.1.14. Provider - Any health care professional or entity that has been accepted as a provider in the Colorado Medicaid Program, as determined by the Department.
- 1.1.1.15. Surcharge - Any additional amount added by the Contractor, over and above the rate charged by the subcontractor to the Contractor, which would be shown on an individual’s service plan or on encounter data service rates submitted to the Department.
- 1.1.1.16. ULTC Instrument – Uniform Long Term Care (ULTC) Instrument means the Department prescribed form used to determine Functional Eligibility and medical verification for LTC services
- 1.1.1.17. Utilization Review - Utilization Review (UR) means a system for prospective, concurrent, and retrospective review of the necessity and appropriateness of the allocation of supports and services to ensure the proper and efficient administration of Medicaid Long Term Care benefits. UR may use the ULTC Instrument and other assessment instruments as indicated by the Department and/or its designee.

SECTION 2.0 PROJECT REQUIREMENTS

2.1. CONTRACTOR’S GENERAL REQUIREMENTS

- 2.1.1. 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.

- 2.1.2. 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.
- 2.1.3. 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.
- 2.1.4. 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.
- 2.1.5. Deliverables
 - 2.1.5.1. All deliverables shall meet Department-approved format and content requirements. The Department will specify the number of copies and media for each deliverable.
 - 2.1.5.2. The Contractor shall submit all deliverables to the Department even if the Contractor did not serve any clients for the period that the deliverable covers.
 - 2.1.5.3. Each deliverable will follow the deliverable submission process as follows:
 - 2.1.5.3.1. The Contractor shall submit each deliverable to the Department for review and approval.
 - 2.1.5.3.2. 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.
 - 2.1.5.3.2.1. 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.
 - 2.1.5.3.2.2. 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.
 - 2.1.5.3.3. 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.

- 2.1.5.4. 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.
- 2.1.5.5. 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.
- 2.1.5.6. 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.
- 2.1.5.7. 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.
- 2.1.5.8. 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 contract 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.
- 2.1.5.8.1. Any deliverable described as an update of another deliverable shall be considered a version of the original deliverable for the purposes of this contract.
- 2.1.6. Stated Deliverables and Performance Standards
- 2.1.6.1. 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.
- 2.1.7. Management and General Administration Requirements
- 2.1.7.1. The Contractor shall provide Management and General Administration activities necessary for financial and corporate administration of the Contractor's agency and the Work. These activities include, but are not limited to:
- 2.1.7.2. Posting hours of operation and making them available to the public.

- 2.1.7.3. Providing access to its facilities fifty two (52) weeks of the year for Clients, service providers and others on Business Days during posted hours of operation, excluding State furloughs.
- 2.1.7.4. Ensuring that accommodations are made available for Clients who need assistance or consultation outside the posted hours of operation. The Contractor shall conduct service planning at a location and time that is convenient for the Client, including conducting service planning on evenings and weekends, in accordance with all direction received by the Department from CMS. The Contractor shall provide emergency contact information to the Department for key personnel, when posted hours of operation do not follow a standard Monday through Friday schedule, in the following departments:
 - 2.1.7.4.1. Administration.
 - 2.1.7.4.2. Finance.
- 2.1.7.5. Administering a personnel system for recruiting, hiring, evaluating, terminating and compensating employees.
- 2.1.7.6. Employing or contracting with Licensed Medical Professional who will be available for consultation.
- 2.1.7.7. Providing access to a telephone system and trained staff to ensure a response to messages, and telephone calls received after hours.
- 2.1.7.8. Providing access to telecommunication devices and/or interpreters for the hearing and vocally impaired and access to foreign language interpreters as needed.
- 2.1.7.9. Following the Medicaid standards set forth by the Department including Dear Administrator Letters (DAL), Agency Letters and written documents from Department approved training.
- 2.1.7.10. Executive Director and Board of Directors activities.
- 2.1.7.11. Other related activities indispensable to the organization's corporate existence pursuant to C.R.S. Sections 25.5-10-209, and 304.
- 2.1.8. Department Review for Certification
 - 2.1.8.1. The Department may do all of the following in relation to certifying the Contractor:
 - 2.1.8.1.1. Perform on-site visits.
 - 2.1.8.1.2. Evaluate the Contractor's performance in quality of service provided, compliance with the requirements for timeliness, compliance with program requirement and performance of other specified administrative functions associated with the operation of the HCBS-CWA waiver, cost containment per waiver requirements.
 - 2.1.8.1.3. Review the Contractor's communication with clients, client monitoring, targeting populations served, community coordination and outreach and financial accountability.

- 2.1.8.1.4. Review or evaluate any other aspect of the Contractor's business or the Work determined necessary by the Department for the Department to certify the Contractor.
- 2.1.8.1.5. The Department will monitor and oversee the performance of the Contractor and make determinations regarding the Contractor's certification. The Department will notify the Contractor within thirty (30) days of the outcome of a review that results in approval, provisional approval, denial or termination of the Contractor's certification.
- 2.1.9. Performance Reviews
 - 2.1.9.1. The Department may conduct performance reviews or evaluations of the Contractor in relation to the Work performed under the Contract.
 - 2.1.9.2. The Department may work with the Contractor in the completion of any performance reviews or evaluations or the Department may complete any or all performance reviews or evaluations independently, at the Department's sole discretion.
 - 2.1.9.3. The Contractor shall provide all information necessary for the Department to complete all performance reviews or evaluations, as determined by the Department, upon the Department's request. The Contractor shall provide this information regardless of whether the Department decides to work with the Contractor on any aspect of the performance review or evaluation.
 - 2.1.9.4. The Department may conduct these performance reviews or evaluations at any point during the term of the Contract, or after termination of the Contract for any reason.
 - 2.1.9.5. The Department may make the results of any performance reviews or evaluations available to the public, or may publicly post the results of any performance reviews or evaluations.
- 2.1.10. Renewal Options
 - 2.1.10.1. The Department may, within its sole discretion, choose to not exercise any renewal option in the Contract for any reason. If the Department chooses to not exercise an option, it may procure the performance of the Work in its sole discretion.
- 2.1.11. Communication Requirements
 - 2.1.11.1. Communication with the Department
 - 2.1.11.1.1. 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.

- 2.1.11.1.2. 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.
- 2.1.11.2. Communication with Clients, Providers and Other Entities
- 2.1.11.2.1. The Contractor shall create a Communication Plan that includes, but is not limited to, all of the following:
- 2.1.11.2.1.1. 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.
- 2.1.11.2.1.2. 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.
- 2.1.11.2.1.3. 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.
- 2.1.11.2.1.4. 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.
- 2.1.11.2.1.5. A listing of the following individuals within the Contractor's organization, that includes cell phone numbers and email addresses:
- 2.1.11.2.1.6. 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.
- 2.1.11.2.1.7. An individual who is responsible for any website or marketing related to the Work.
- 2.1.11.2.1.8. Back-up communication staff that can respond in the event that the other individuals listed are unavailable.
- 2.1.11.2.2. The Contractor shall deliver the Communication Plan to the Department for review and approval.
- 2.1.11.2.3. 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 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.
- 2.1.11.2.3.1. **DELIVERABLE: Annual Communication Plan**

- 2.1.11.2.4. DUE: Annually by September 30th of each year.
- 2.1.12. Business Continuity
 - 2.1.12.1. 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:
 - 2.1.12.1.1. 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.
 - 2.1.12.1.2. 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.
 - 2.1.12.1.3. In the event of a Disaster, the plan shall also include how the Contractor will make all information available at its back-up facilities.
 - 2.1.12.1.4. How the Contractor will minimize the effects on Clients of any Business Interruption.
 - 2.1.12.1.5. 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.
 - 2.1.12.1.6. Planned long-term back-up facilities out of which the Contractor can continue operations after a Disaster.
 - 2.1.12.1.7. The time period it will take to transition all activities from the Contractor's regular facilities to the back-up facilities after a Disaster.
 - 2.1.12.2. The Contractor shall deliver the Business Continuity Plan to the Department for review and approval.
 - 2.1.12.2.1. DELIVERABLE: Annual Business Continuity Plan
 - 2.1.12.2.2. DUE: Annually by September 30th of each year.
 - 2.1.12.3. 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.

2.2. CONTRACTOR PERSONNEL

- 2.2.1. Personnel General Requirements
 - 2.2.1.1. The Contractor shall provide qualified Key Personnel and Other Personnel as necessary to perform the Work throughout the term of the Contract. The Contractor shall provide the Department with a final list of Key Personnel assigned to the Contract.

- 2.2.1.1.1. DELIVERABLE: Final list of names of the Key Personnel assigned to the Contract
- 2.2.1.1.2. DUE: Within five (5) Business Days following the Effective Date
- 2.2.1.2. If any of the Contractor's Key Personnel, or Other 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.
- 2.2.2. Other Personnel Responsibilities
 - 2.2.2.1. The Contractor shall use its discretion to determine the number of Other 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 Other Personnel to perform the Work in accordance with the requirements of the Contract, the Contractor shall provide all additional Other Personnel necessary to perform the Work in accordance with the requirements of the Contract at no additional cost to the Department.
 - 2.2.2.2. The Contractor shall ensure that all Other 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 Other Personnel, except for Department-provided training specifically described in the Contract.

2.3. ACCOUNTING

- 2.3.1. The Contractor shall use a recognized system of accounting to accurately reflect the details of the business.
- 2.3.2. The Contractor shall establish and maintain adequate internal control systems and standards that apply to the operation of the organization.
- 2.3.3. The Contractor shall establish any necessary cost accounting systems to adequately and properly identify the application of funds and record the amounts spent.
- 2.3.4. Transactions and all funding sources are to be clearly documented. The documentation is to be readily available for examination by persons authorized by the Department.
 - 2.3.4.1. DELIVERABLE: Transaction and Funds Documentation.
 - 2.3.4.2. DUE: Within ten (10) Business Days of the Department's Request.
- 2.3.5. The Contractor shall report Management and General Administration expenses in the Contractor's annual audited financial statements under the caption of Management and General Administration.
- 2.3.6. The Contractor shall perform accounting tasks in compliance with the federal Single Audit Act of 1996, as amended to ensure compliance with federal audit requirements.

2.4. MEDICAID PROGRAMS

- 2.4.1. Rules, Regulations and References

- 2.4.1.1. The Contractor shall abide by and perform its duties and obligations hereunder in strict conformity with relevant federal law, all pertinent federal regulations, State law, rules and regulations and policies of the Department of Health Care Policy and Financing and the Colorado Department of Public Health and Environment, as currently exist or may hereafter be amended, which are hereby incorporated herein by reference and include, but are not limited to, the following:
 - 2.4.1.1.1. Colorado Revised Statute, Title 25.5, Article 10.
 - 2.4.1.1.2. Colorado Department of Health Care Policy and Financing Regulation at 10 CCR. 2505-10.
 - 2.4.1.1.3. Colorado Department of Public Health and Environment at 6 CCR 1011-1.
- 2.4.1.2. The Contractor shall comply with existing policies, procedures, and guidelines issued by state agencies for which said agencies have underlying statutory authority to promulgate.
- 2.4.1.3. For any policies, procedures, and guidelines issued during the Contract term, the Contractor shall comply by the policy, procedure or guideline's effective date, unless otherwise specified by the Department or another regulatory agency.
- 2.4.1.4. The Contractor's agency policies, procedures, and practices shall comply with 10 CCR 2505-10, as it currently exists or may hereafter be amended and shall be reviewed by the Contractor as necessary to remain in compliance.
- 2.4.2. Service Support Requirements
 - 2.4.2.1. The Contractor shall administer services and supports for persons determined to be eligible under this Contract. The Contractor shall not be responsible for guaranteeing services to eligible persons under this Contract in the event that there are no Providers available to provide services. The following services and supports shall be purchased or provided by the Contractor:
 - 2.4.2.1.1. Community Centered Board Designation
 - 2.4.2.1.1.1. The Contractor shall provide services for eligible persons under the provisions of C.R.S. § 25.5-6-801 to 25.5-6-805 In accordance with applicable statutes and rules, the Contractor, has been designated as the Community Centered Board (CCB) serving Larimer County.
 - 2.4.2.1.2. Single Entry Point
 - 2.4.2.1.2.1.1. The Contractor shall be the single point of entry for persons residing in its designated service area for state funded services and supports authorized pursuant to C.R.S. Title 25.5, Article 10, to individuals eligible under this contract pursuant to 10 CCR 2505-10, Section 8.519.4.
 - 2.4.2.2. The Contractor shall comply with all State Medicaid regulations promulgated by the Department as currently in effect and as they may hereafter be amended. These regulations include, but are not limited to the following Department regulations:
 - 2.4.2.2.1. HCBS-CWA waiver, 10 CCR 2505-10, Section 8.519, *et seq.*

- 2.4.2.2.2. Long Term Care, 10 CCR 2505-10, Sections 8.400 to 8.401.
- 2.4.2.2.3. Recipient Appeals, 10 CCR 2505-10, Section 8.057.
- 2.4.2.2.4. Medical Assistance, 10 CCR 2505-10, Section 8.600, *et seq.*
- 2.4.2.2.5. C.R.S. 25.5-6-801 to 25.5-6-805
- 2.4.2.3. The Contractor shall perform its obligations in conformity with the provisions of Title XIX of the Social Security Act and other applicable federal and state laws and regulations.
- 2.4.2.4. The Contractor shall ensure applicant and Client rights are protected in accordance with Title XIX of the Social Security Act, other applicable federal and state laws, and Department regulations.
- 2.4.3. Eligibility Determination and Medicaid Administration
 - 2.4.3.1. Eligibility Determination
 - 2.4.3.1.1.1.1. The Contractor shall determine whether an applicant is eligible under 10 CCR 2505-10, section 8.519.4 to receive services and supports, as it currently exists or may hereafter be promulgated or amended.
 - 2.4.3.2. Medicaid Administrative Functions
 - 2.4.3.2.1. The Contractor shall perform Medicaid administrative functions including but not limited to the following:
 - 2.4.3.2.2. Providing access to services for all eligible LTSS clients in accordance with Department rules and instructions on waiting list management.
 - 2.4.3.2.3. Authorizing and administering services through the HCBS-CWA waiver in accordance with the eligibility criteria as defined by applicable state and federal statutes and regulations as they exist on the date this Contract is executed and as they may later be amended.
 - 2.4.3.3. Recipient Appeals
 - 2.4.3.3.1. For each recipient appeal initiated and closed during the term of the Contract, the Contractor shall represent the Department and work towards obtaining a favorable decision.
 - 2.4.3.3.2. The Contractor shall represent its actions at Administrative Law Judge hearings when the Contractor has made a denial or adverse action against a client and the client appeals. The Contractor shall defend its decision as described in 10 C.C.R. 2505-10, Sections 8.057.
 - 2.4.3.3.3. The Contractor shall ensure the Department's interests are represented in accordance with 10 CCR 2505-10, Sections 8.057 *et seq* and 8.393 *et seq* and other official Department directions.
 - 2.4.3.3.4. The Contractor shall process appeals in accordance with schedules published by the State of Colorado Office of Administrative Courts and rules promulgated by the Department.

- 2.4.3.3.5. The Contractor shall submit all exceptions and include all relevant information to substantiate the Department's interests.
- 2.4.3.3.6. The Contractor shall provide the Office of the State Attorney General all information, documentation and support, as requested by the Office of the State Attorney General, for any case in which the Contractor is involved.

2.5. CONTRACTOR'S OBLIGATIONS

2.5.1. General CWA Obligations

- 2.5.1.1. The Contractor shall conduct the Department approved Case Management.
- 2.5.1.2. The Contractor shall follow 10 C.C.R. 2505-10, Section 8.393.3 when transferring a client from one Contractor to another either inter-county or inter-regional.
- 2.5.1.3. The Contractor shall document in the Department Designated System, all notices of action.
- 2.5.1.4. The Contractor shall submit Department required information electronically upon the Department's request.
- 2.5.1.5. The Contractor must be certified by the State. Certification shall be based upon but not limited to, on-site visits, evaluation of agency performance in quality of service provided, compliance with the HCBS-CWA waiver requirements, timeliness, performance of administrative functions, cost per client, communication with clients, client monitoring, targeting populations served, community coordination and outreach and financial accountability.
- 2.5.1.6. The Contractor shall comply with reporting and billing policies and procedures established by the Department, participate in the State's management information systems and adhere to the information system requirements provided by the Department for these systems. These systems include, but are not limited to: the BUS and the MMIS.
- 2.5.1.7. The Contractor shall maintain client records in accordance with HCBS-CWA requirements, including documentation of all case activities, and monitoring of service delivery and service effectiveness. The Contractor shall utilize the Department Designated System for the purpose of client information management.
 - 2.5.1.7.1. The Contractor shall:
 - 2.5.1.7.1.1. Facilitate the Medicaid application process and respond in a timely manner to all referrals of potentially eligible clients within Department prescribed timeframes.
 - 2.5.1.7.1.2. Provide appropriate and timely access to services for all eligible clients in accordance with Department rules.
 - 2.5.1.7.1.3. Maintain a provider referral list that meet all the eligibility criteria and responsibilities set forth in 10 C.C.R. 2505-10, Sections 8.519.6 and 8.519.7.

- 2.5.1.7.1.4. Complete the Service Plan for recipients of the HCBS-CWA waiver services. The authorization and administration of services through the HCBS-CWA waiver shall be in accordance with the eligibility criteria as defined by applicable state and federal statutes and regulations as they exist on the date this Contract is executed and as they may later be amended.
- 2.5.1.7.1.5. Submit Prior Authorization Requests (PAR) for entry into the MMIS and return the PAR approval/denial letter to the provider agency.
- 2.5.1.7.1.6. Assure that an HCBS-CWA client receiving Case Management services receives the type and amount of skilled behavioral therapies in the Service Plan. These services shall not exceed the type and amount of services medically and/or functionally required by each client.
- 2.5.1.7.1.7. Verify that the HCBS-CWA waiver client has received at least one service every 30 days. If a client does not receive an HCBS-CWA service within 30 consecutive days, the Contractor shall notify the client and/or parent(s) or guardian that he/she no longer meets HCBS-CWA waiver eligibility and that he/she has the right to appeal through the Notice of Services Status (LTC 803) Form.
- 2.5.1.7.1.8. Utilize the BUS for the purpose of client information management.
- 2.5.1.7.1.9. Submit PARs for entry into the MMIS according to direction from the Department.
- 2.5.1.7.1.10. Provide accurate documentation of activities required under this Contract. Timely documentation shall be completed within ten (10) Business Days and entered into the BUS, unless otherwise stated.
- 2.5.1.8. The Contractor shall provide a referral to resources of eligible providers and agencies in accordance with 10 C.C.R. 2505-10 Section 8.519.6. If the designated service area is within the Denver Metro Area the resource shall include all provider agencies within that defined area.
- 2.5.1.9. The Contractor shall monitor the dispute resolution process when the action to terminate, change, reduce or deny services is initiated by the provider service agency.
- 2.5.1.10. The Contractor shall protect clients' rights as they pertain to the waiver services for HCBS-CWA by complying with all requirements of 10 CCR 2505-10 Section 8.519.9.
- 2.5.1.11. The Contractor shall provide written notification, according to Department guidelines, to Clients and/or guardians when a potential conflict of interest exists, if the Contractor is also the Service Provider.
- 2.5.1.11.1. The written notification shall inform the Client of the potential influence the Contractor has on the Service Planning process, such as, exercising free choice of providers, controlling the content of the Service Plan, including assessment of risk, services, frequency and duration, and informing the Client of his/her rights.

- 2.5.1.12. The Contractor shall provide the Client and/or guardian with written information about how to file a provider agency complaint as well as how to make a complaint against the Contractor. Upon Client and/or guardian request, the Contractor shall provide an option for the Client and/or guardian to request a different CCB to develop and monitor the Service Plan.
- 2.5.1.13. The Contractor shall perform Medicaid Administrative Functions including but not limited to the following:
 - 2.5.1.13.1. Provide staff that meet the qualifications set forth in the state statutes and Department rules, to perform administrative, supervisory, and Case Management and Utilization Review functions.
- 2.5.2. Client Survey
 - 2.5.2.1. The Contractor shall administer the Department provided Annual Client Survey in accordance with 10 C.C.R. 2505-10 Section 8.519.9.D. to determine the level of client satisfaction with Case Management Services. The survey shall be administered at the Department's request.
- 2.5.3. Case Management Plan
 - 2.5.3.1. In the event of any changes to the Department's HCBS-CWA waiver, the Department may request that the Contractor develop and submit a Case Management Plan.
 - 2.5.3.2. Upon the Department's request, the Contractor shall develop a Case Management Plan and submit it to the Department for review and approval. The Case Management Plan shall outline how the Contractor plans to accommodate and comply with the implemented change to the HCBS-CWA waiver
 - 2.5.3.2.1. DELIVERABLES: Case Management Plan.
 - 2.5.3.2.2. DUE: Within forty-five (45) Business days after the Department's request.
- 2.5.4. Training
 - 2.5.4.1. The Contractor shall provide the Department with an electronic listing of all case management staff hired after the Effective Date and an attendance roster for each training area identified using the reporting template provided by the Department by the end of each quarter. Documentation of the successful completion of training shall be included with the quarterly report.
 - 2.5.4.2. The Contractor shall require Case Managers to be trained in waiver requirements and services.
 - 2.5.4.3. The Contractor shall ensure all case management staff hired after the Effective Date receive training, prior to being assigned independent case management, in the following areas:
 - 2.5.4.4. Long Term Care Eligibility.
 - 2.5.4.5. Intake and Referral.
 - 2.5.4.6. ULTC 100.2 Assessment.

- 2.5.4.7. Service Plan Development.
- 2.5.4.8. Notices and Appeals.
- 2.5.4.9. BUS Documentation.
- 2.5.4.10. Home Health.
 - 2.5.4.10.1. DELIVERABLE: Listing of New Hire Case Management Staff.
 - 2.5.4.10.2. DUE: Quarterly by July 15th, October 15th, January 15th and April 15th
- 2.5.4.11. The Contractor shall submit a job description for all case management staff not trained in a specific area, as defined in Section 2.5.4.3., to demonstrate that it is not applicable to his/her case management functions.
 - 2.5.4.11.1. DELIVERABLE: Job Descriptions for Case Management positions requesting exemptions from training requirements.
 - 2.5.4.11.2. DUE: At least five (5) business days prior to the staff member being assigned independent case management.
- 2.5.5. Functional Needs Assessments
 - 2.5.5.1. The Contractor shall provide staff that meet the qualifications set forth in state statutes and regulations, C.R.S. § 27-10.5-102 (10), to perform Functional Needs Assessments, Utilization Review, and administrative functions.
 - 2.5.5.2. The Contractor shall conduct an Initial Functional Needs Assessment for all new applicants to the HCBS-CWA waiver using the ULTC Instrument. Upon completion of each assessment, the Contractor shall notify the Department.
 - 2.5.5.2.1. Upon completion of the assessment, the Contractor shall notify the Department. The Contractor shall notify the Department by documenting the results into the BUS within ten (10) business days following the completion of the assessment.
 - 2.5.5.2.1.1. PERFORMANCE STANDARD: Initial Functional Needs Assessment results documented into the BUS within ten (10) business days.
 - 2.5.5.3. The Contractor shall conduct an Annual Functional Needs Assessment Update every twelve (12) months for Clients who are continually enrolled on the HCBS-CWA waiver using the ULTC Instrument.
- 2.5.6. Annual Functional Needs Assessments/Continued Stay Reviews (CSRs)
 - 2.5.6.1.1. The Contractor shall conduct an Annual Functional Needs Assessment/Continued Stay Review (CSR) using the ULTC Instrument for each Client continually enrolled on the HCBS-CWA waiver in order to:
 - 2.5.6.1.1.1. Determine whether planned services and supports have been provided.
 - 2.5.6.1.1.2. Determine the appropriateness of current services and supports.
 - 2.5.6.1.1.3. Identify whether results have been achieved as specified in such person's Service Plan.
 - 2.5.6.1.1.4. Modify and revise current services or supports to meet the identified needs of the person receiving services.

- 2.5.6.1.2. Upon completion of each assessment, the Contractor shall notify the Department. The Contractor shall notify the Department by documenting the results into the BUS within ten (10) business days following the completion of the assessment.
- 2.5.6.1.2.1. PERFORMANCE STANDARD: Functional Needs Assessment/CSR results documented into the BUS within ten (10) business days.
- 2.5.6.1.3. Failure by the Contractor to complete the Annual Functional Needs Assessment Update may cause a break in payment authorization for waiver services for the Client. This break in payment authorization shall be solely the financial responsibility of the Contractor and the Contractor shall be responsible for reimbursing providers for any loss in funding as a result of the break in payment authorization. This break in payment authorization shall not affect the continued delivery of waiver services to the Client. Service costs incurred during a break in payment authorization shall be non-allowable costs.
- 2.5.7. The Contractor shall develop a Service Plan in accordance with 10 CCR 2505-10, Section 8.519.10 for each Client. The Contractor shall document the Service Plan for each Client into the BUS within fifteen (15) business days after that Client is determined eligible for the HCBS-CWA program.
- 2.5.7.1. PERFORMANCE STANDARD: All Service Plans documented into the BUS within fifteen (15) business days of an eligibility determination.
- 2.5.8. QUALITY OF LIFE INTERVIEWS
- 2.5.8.1. The Contractor shall conduct any of three (3) interviews for eligible person. These interviews shall take place at the following intervals:
 - 2.5.8.1.1. An initial interview.
 - 2.5.8.1.2. An eleven (11) month interview.
 - 2.5.8.1.3. A twenty-four (24) month interview.
- 2.5.8.2. Baseline Interviews
 - 2.5.8.2.1. The Contractor shall complete all Quality of Life (QL) interviews in person. In extreme circumstances, the Contractor may complete a QL interview via telephone, but may only do so upon approval by the Department.
 - 2.5.8.2.2. The Contractor shall conduct baseline Quality of Life (QL) interviews with eligible people who choose to enroll in the Colorado Choice Transitions (CCT) program and who are receiving case management services from the Contractor in support of their CCT enrollment.
 - 2.5.8.2.3. The Contractor shall complete the QL interview prior to a participant's transition from a long-term care facility to a home of his/her choice in the community.
 - 2.5.8.2.4. The Contractor shall complete the QL interview within fourteen (14) days prior to a person's scheduled transition.

- 2.5.8.2.5. The Contractor shall, in the case of a participant transition from a nursing home to a community setting before the baseline QL is completed, conduct the QL interview within ten (10) days of the transition.
- 2.5.8.2.5.1. The Contractor shall not use any QL survey interview that has taken place later than ten (10) days after the transition to community living.
- 2.5.8.2.6. The Contractor shall, in the circumstance where either a person does not know an answer, is not sure of an answer, or is unable to communicate a response, mark the answer to that question "do not know."
- 2.5.8.2.7. The Contractor shall, when necessary, and dependent upon individual circumstances and the abilities of the participant, use a proxy respondent to complete the interview or conduct an assisted interview
- 2.5.8.3. Follow-Up Interviews
 - 2.5.8.3.1. The Contractor shall complete all QL interviews in person. In extreme circumstances, the Contractor may complete a QL interview via telephone, but may only do so upon approval by the Department.
 - 2.5.8.3.2. The Contractor shall complete follow-up QL interviews only with people who transitioned to community living through the CCT program and remained enrolled in the program and who are not receiving case management services from the Contractor.
 - 2.5.8.3.3. The Contractor shall complete the first follow-up QL interview with an individual eleven (11) months from the initial date of transition to the community, which occurs when the person's three hundred and sixty-five (365) days of eligibility for CCT- financed home and community-based services begin.
 - 2.5.8.3.4. The Contractor shall complete the second follow-up QL interview with an individual twenty-four (24) months after transition to the community, which occurs when the person's three hundred and sixty-five (365) days of eligibility for CCT-financed home and community-based services begin.
 - 2.5.8.3.5. The Contractor shall complete a follow-up QL interview for individuals residing in the Contractor's region of service or for individuals in adjacent regions at the Contractor's discretion.
- 2.5.8.4. Eleven (11) and Twenty-Four (24) Month Interviews
 - 2.5.8.4.1. The Contractor shall conduct the eleven (11) month and twenty-four (24) month interview in the community where the client resides.
 - 2.5.8.4.1.1. The Contractor shall, in the event that the client is hospitalized or institutionalized on or about the time that the eleven (11) month or twenty-four (24) month survey shall take place, conduct the survey in the hospital or institution where the client has been admitted.

- 2.5.8.4.1.2. The Contractor shall, in the event that the client is expected to be discharged back into the community within five (5) weeks of being admitted, wait to conduct the eleven (11) month or twenty-four (24) month survey once the client has returned to the community.
- 2.5.8.4.2. The Contractor shall, in the circumstance where either a person does not know an answer, is not sure of an answer, or is unable to communicate a response, mark the answer to that question "do not know."
- 2.5.8.4.3. The Contractor shall, when necessary, and dependent upon individual circumstances and the abilities of the participant, use a proxy respondent to complete the interview or conduct an assisted interview.
- 2.5.8.5. Quality of Life Interview Frequency
 - 2.5.8.5.1. The Department will determine the number of QL interviews that the Contractor shall complete. There is no guarantee that the Contractor will complete a set number of interviews, and all compensation will be based on the actual number of interviews the Contractor completes according to Department standards.
 - 2.5.8.5.2. The Department will provide or arrange for training to the interviewers.
 - 2.5.8.5.3. The Department will monitor when follow-up surveys are to be completed and notify the Contractor when transition surveys need to be scheduled with enough advance notice to comply with timelines

2.6. REPORTING REQUIREMENTS

- 2.6.1. The Contractor shall provide all reports listed in this section in the format directed by the Department and containing the information requested by the Department.
- 2.6.2. Quarterly Reports
 - 2.6.2.1. The Contractor shall use the Department prescribed template to conduct and document a quarterly Administrative Review to demonstrate Contractor compliance with program requirements and submit a Quarterly Report documenting its administrative efforts to the Department and contain all of the reports described in this section
 - 2.6.2.2. Critical Incidents
 - 2.6.2.2.1. The Contractor shall receive, document, and address Critical Incidents regarding the clients eligible under this contract. Documentation shall include the Critical Incident, the date of the incident, and the resolution of the incident.
 - 2.6.2.2.1.1. The Contractor shall provide a Critical Incident Report that includes:
 - 2.6.2.2.1.1.1. Documented critical incidents in the Department-prescribed system.
 - 2.6.2.2.1.1.2. Remedial actions taken to address the substantiated critical incidents.
 - 2.6.2.2.1.2. DELIVERABLE: Critical Incident Report
 - 2.6.2.2.1.3. DUE: Quarterly by July 15th, October 15th, January 15th, and April 15th.
 - 2.6.2.2.3. Complaints and Grievances

- 2.6.2.3.1. The Contractor shall receive, document and address Complaints and Grievances regarding the Contractor and/or service provider agencies. Documentation shall include the complaint, the resolution of the complaint and the dates of contact.
- 2.6.2.3.2. The Contractor shall provide a Complaints and Grievances report that includes:
 - 2.6.2.3.2.1. Documented complaints and grievances in the Department-prescribed system.
 - 2.6.2.3.2.2. Remedial actions taken to address the substantiated complaints and grievances.
 - 2.6.2.3.2.2.1. DELIVERABLE: Complaints and Grievances Report
 - 2.6.2.3.2.2.2. DUE: Quarterly by July 15th, October 15th, January 15th and April 15th.
- 2.6.2.4. Administrative Monitoring
 - 2.6.2.4.1. The Contractor shall monitor its administrative functions through the use of the Administrative Monitoring Tool, provided by the Department, and shall submit the results of the Tool to the Department by the end of each quarter.
 - 2.6.2.4.1.1. DELIVERABLE: Administrative Monitoring Tool Results.
 - 2.6.2.4.1.2. DUE: Quarterly by July 15th, October 15th, January 15th and April 15th.

2.7. CORRECTIVE ACTION PLAN

- 2.7.1. If the Contractor does not fully comply with the terms of this Contract and the Contractor is deemed to be out of compliance, the Department may issue direction for the Contractor to create a Corrective Action Plan in addition or in place of any of its other remedies, in the Department's sole discretion.
 - 2.7.1.1. The Department will provide the Contractor with written notification of the corrections to be made and within what time frame the corrections shall be made. The Contractor shall develop a Corrective Action Plan that outlines all of the steps and milestones necessary for it to come into compliance with the terms of this Contract and the timeline for completing those steps and milestones. The Contractor shall deliver each Corrective Action Plan to the Department for review and approval.
 - 2.7.1.1.1. DELIVERABLE: Corrective Action Plan.
 - 2.7.1.1.2. DUE: Within ten (10) business days following the notification by the Department.
 - 2.7.1.2. Once the Department has approved a Corrective Action Plan, the Contractor shall comply with all timelines, milestones and requirements of that Corrective Action Plan. If corrections are not made by the timeline contained in the Corrective Action Plan then the Department may withhold funds from the monthly Management and General Administration payments for all periods for which the Contractor is out of compliance with the Corrective Action Plan or the Contract.

2.8. CLOSEOUT PERIOD

- 2.8.1. The Contract shall have a Closeout Period.
- 2.8.1.1. 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.
- 2.8.1.1.1. This Closeout Period may extend past the termination of the Contract and the requirements of the Closeout Period shall survive termination of the Contract.
- 2.8.2. Closeout Period
- 2.8.2.1. During the Closeout Period, the Contractor shall complete all of the following:
 - 2.8.2.1.1. 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.
 - 2.8.2.1.2. 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.
 - 2.8.2.1.3. 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.
 - 2.8.2.1.4. Notify any Subcontractors of the termination of the Contract, as directed by the Department.
 - 2.8.2.1.5. Notify all Clients that the Contractor will no longer be the Community Centered Board. 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.
 - 2.8.2.1.5.1. DELIVERABLE: Client Notifications
 - 2.8.2.1.5.2. DUE: Thirty (30) days prior to termination of the Contract
 - 2.8.2.1.6. 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.

2.8.2.2. 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.

2.8.3. Closeout Planning

2.8.3.1. Closeout Plan

2.8.3.1.1. 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 Community Centered Board 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.

2.8.3.1.1.1. DELIVERABLE: Closeout Plan

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

2.8.3.1.2. 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.

2.8.3.1.2.1. DELIVERABLE: Closeout Plan Update

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

SECTION 3.0 COMPENSATION AND INVOICING

3.1. MEDICAID ADMINISTRATIVE COMPENSATION

3.1.1. Medicaid Administrative Payment

3.1.1.1. The Department shall pay the Contractor a Medicaid Administrative Payment each month.

3.1.1.2. The Medicaid Administrative Payment shall consist of the following:

3.1.1.2.1. An Ongoing Case Management Payment calculated by multiplying the number of clients receiving ongoing case management from the Contractor during the month by the Ongoing Case Management rate shown in the Medicaid Administrative Rate Table.

3.1.1.2.2. A Utilization Review Payment calculated by multiplying the number of clients receiving a Utilization Review from the Contractor, as described in Section 2.6.5 and determined by the Department, during the month by the Utilization Review (Assessments) rate shown in the Medicaid Administrative Rate Table.

3.1.1.2.3. Medicaid Administrative Rate Table:

DESCRIPTION	RATE
Ongoing Case Management	\$110.00
Utilization Review (Assessments)	\$75.00

3.1.2. The Department shall pay the Contractor a Medicaid Administrative Payment on a monthly basis. The Medicaid Administrative Payment shall be calculated by multiplying the number of clients that receive ongoing case management payment and utilization review payment

3.1.2.1. The Department may modify the rates shown in this section based on the Medicaid Provider rate increases authorized by the Colorado legislature. In the event that the Department does modify these rates, the Department may modify them through the use of an Option Letter.

3.1.3. Other Payments

3.1.3.1. Colorado Quality of Life Interview Payment

3.1.3.1.1. The Department shall pay the Contractor an amount for each Colorado Quality of Life Interview conducted in accordance with section 5.2.7. The amount for each Quality of Life Interview shall be one-hundred dollars (\$100.00) per completed interview for non-rural interviews and one-hundred and twenty dollars (\$120.00) for rural interviews, as determined by the Department. The maximum amount payable statewide for multiple contractors for the Quality of Life Interviews shall not exceed \$15,350.00. The Department shall notify Contractor in writing when funding for Quality of Life Interviews drops below 10% of this amount.

3.1.4. Billing/Payment Procedure

3.1.4.1. Unless otherwise provided, and where appropriate, the Department shall establish billing procedures and pay the Contractor the for Utilization Review and Administrative Functions, at a rate determined by the Department, performed and accepted pursuant to the terms of this Contract, based on the submission of statements on forms and in a manner prescribed by the Department.

3.2. INVOICING AND PAYMENT PROCEDURES

3.2.1. Monthly Invoicing

3.2.1.1. The Contractor shall submit an invoice the Department on a monthly basis in a format prescribed by the Department. In the event that the Contractor did not serve any clients during a month, the Contractor shall still submit a monthly invoice showing a zero amount due. The Contractor shall not invoice the Department for a month prior to the last day of that month.

3.2.1.1.1. DELIVERABLE: Monthly Invoice

- 3.2.1.1.2. DUE: Monthly, by the fifteenth (15th) day of the month following the month for which the invoice covers.
- 3.2.2. Payment of Invoices
 - 3.2.2.1. The Department shall remit payment to the Contractor, for all amounts shown on an invoice, after the Department's acceptance of that invoice. Acceptance of an invoice shall not imply the acceptance or sufficiency of any work performed or deliverables submitted to the Department during the month for which the invoice covers or any other month. The Department shall not make any payment on an invoice prior to its acceptance of that invoice.
 - 3.2.2.2. The Department will only accept and remit payment for an invoice after it has reviewed the information contained on the invoice and determined that all amounts are correct.
 - 3.2.2.2.1. In the event that the Department determines that any information on an invoice is incorrect, the Department will notify the Contractor of this determination and what is incorrect on the invoice. The Contractor shall correct any information the Department determined to be incorrect and resubmit that invoice to the Department for review, approval and payment
 - 3.2.2.2.2. The Department will review the invoice to ensure that all corrections have been made.
 - 3.2.2.3. In the event that the Contractor believes that the calculation or determination of any payment is incorrect, the Contractor shall notify the Department of the error within ten (10) Business Days of receipt of the payment or notification of the determination of the payment, as appropriate. The Department will review the information presented by the Contractor and may make changes based on this review. The determination or calculation that results from the Department's review shall be final. No disputed payment shall be due until after the Department has concluded its review.
 - 3.2.2.4. Notwithstanding anything to the contrary in the Contract, all payments for the final month of the Contract shall be paid to the Contractor no sooner than ten (10) Business Days after the Department has determined that the Contractor has completed all of the requirements of the Closeout Period.

EXHIBIT B, SAMPLE OPTION LETTER

Date:	Original Contract Routing # CMS #	Option Letter #	Contract Routing #
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- 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's Name, the State hereby exercises its option for an additional term beginning Insert start date and ending on Insert ending 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 Identify the Section, Schedule, Attachment, Exhibit etc.
 - 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's Name, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc for the term beginning Insert start date and ending on Insert ending 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 \$ amount of change to a new contract value of Insert New \$ Amt to as consideration for services/goods ordered under the contract for the current fiscal year indicate Fiscal Year. The first sentence in Section _____ is hereby modified accordingly. The total contract value including all previous amendments, option letters, etc. is Insert New \$ Amt.
- 3) **Effective Date.** The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

<p>STATE OF COLORADO John W. Hickenlooper, GOVERNOR Department of Health Care Policy and Financing</p> <hr/> <p>By: Name & Title of Person Signing for Agency or IHE</p> <p>Date: _____</p>

<p><u>ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER</u> 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.</p>

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
 Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval
 Date: _____