AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
State of Colorado, Department of Health Care Policy and Financing, Intergovernmental Agreement with Gunnison County for the County Medicaid Incentive Program; Contract Routing Number 2015CMIP051; Gunnison and Hinsdale Counties; Up to $22,342

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Colorado Department of Health Care Policy and Financing

Term Begins: January 1, 2015 **Term Ends:** 6/30/2015 **Grant Contract #:**

Summary:
This is an agreement for provision of incentive funds from HCPF related to performance outcomes associated with Medicaid application processing, referral and collaboration. We can earn funds based on the number of outcomes standards met and funds can carry forward across SFY and spent at Couny's/DHHS discretion. We need 3 copies with original signatures please.

Fiscal Impact: Up to $22,342 for Gunnison and Hinsdale, depending on number of perf. measures met and the number of counties participating

Submitted by: Renee Brown **Submitter's Email Address:** renee.brown@state.co.us

Finance Review: (●) Required ( ) Not Required

Comments:

Incentive funds for meeting performance measures. No additional County funds required. Reporting/logging time for performance measures, but no hard dollars. --M Eden 11/19/14

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 11/19/2014

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

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 11/19/2014 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 11/20/2014

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

Agenda Date: 12/16/2014 Follow Up Agenda Date:

Revised April 2013

Contract Routing Number 2015CMIP051

STATE OF COLORADO
Department of Health Care Policy and Financing
Intergovernmental Agreement with
Gunnison County
for the
County Medicaid Incentive Program

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

1. PARTIES

This Contract (hereinafter called "Contract") is entered into by and between Gunnison County, on behalf of itself and on behalf of Hinsdale County (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 C.R.S. §25.5-1-101 et. seq. and 10 CCR 2505-10 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 create incentives for counties that achieve certain incentive performance standards related to Medicaid eligibility and cooperation with other Medicaid related entities. Because the Contractor provides all of the Medicaid services covered by this Contract under an intergovernmental agreement for Hinsdale County, all Hinsdale County incentives are included in this Contract and may be earned by Contractor in the same manner as the Contractor's own incentives.

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. "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.

B. 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, Rates
Exhibit C, Sample Option Letter

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

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

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

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

G. "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.

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

I. "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.

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

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

5. TERM

A. Initial Term

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

B. Two Month Extension

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

C. Option to Extend

The State may require continued performance for a period of one (1) year or less at the same rates and same terms specified in the Contract. If the State exercises this option, it shall provide written notice to Contractor at least thirty (30) days prior to the end of the current Contract term in form substantially equivalent to **Exhibit C**. 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

A. 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.

B. 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.

C. 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:

A. Maximum Amount

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

State Fiscal Year 2014-15 – Gunnison County	$16,749.82
State Fiscal Year 2014-15 – Hinsdale County	$5,592.12

Total for All State Fiscal Years	$ 22,341.94

B. 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.

C. 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**.

D. 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.

E. 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 C**. 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**.

A. 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.

B. 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

A. 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.

B. 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.

C. 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.

D. 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.

A. 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.

B. 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.

C. 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.

D. Use, Security, and Retention

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

11. CONFLICTS OF INTEREST

A. Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Contractor's obligations hereunder. Contractor acknowledges that with respect to

this Contract, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations to the State hereunder. If a conflict or appearance exists, or if Contractor is uncertain whether a conflict or the appearance of a conflict of interest exists, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Contract.

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

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

12. REPRESENTATIONS AND WARRANTIES

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

A. 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.

B. 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.

C. 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.

A. Contractor

i. 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.

ii. 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**.

B. 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:

i. 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.

ii. 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.

iii. 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:

a. $1,000,000 each occurrence; and
b. $2,000,000 general aggregate.

iv. 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.

v. Crime Insurance

Crime Insurance including Employee Dishonesty coverage with minimum limits as follows:

a. $1,000,000 each occurrence; and
b. $1,000,000 general aggregate.

vi. 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.

vii. 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.

viii. 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.

ix. 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.

C. 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

A. 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.

B. 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

A. 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.

i. 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.

ii. 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.

iii. 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.

B. 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.

i. 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.

ii. 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**.

iii. 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.

C. 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:

i. 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.

ii. Withhold Payment

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

iii. 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.

iv. 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.

v. 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:

a. Obtain for the State or Contractor the right to use such products and services;
b. Replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or,
c. 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: Michael Wagner
Department of Health Care Policy and Financing
1570 Grant Street
Denver, Colorado 80203
Michael.Wagner@state.co.us

For the Contractor: The Contractor shall provide the Department with the name and address of its principal representative. In the event that the Contractor does not provide this information to the Department, all notices required to be given hereunder shall be delivered to the attention of the Contractor's director of human services or director of social services, at the general address on file with the Department.

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

A. 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.

B. 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.

C. 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.

D. Counterparts

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

E. 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.

F. 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.

G. Modification

i. 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.

ii. 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.

H. 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, Rates
vi. Exhibit C, Sample Option Letter

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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

A. Compliance with Applicable Law

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

Age Discrimination Act of 1975, as amended	42 U.S.C. 6101, et seq.
Age Discrimination in Employment Act of 1967	29 U.S.C. 621-634
Americans with Disabilities Act of 1990 (ADA)	42 U.S.C. 12101, et seq.
Clean Air Act	42 U.S.C. 7401, et seq.
Equal Employment Opportunity	E.O. 11246, as amended by E.O. 11375, amending E.O. 11246 and as supplemented by 41 C.F.R. Part 60
Equal Pay Act of 1963	29 U.S.C. 206(d)
Federal Water Pollution Control Act, as amended	33 U.S.C. 1251, et seq.

Immigration Reform and Control Act of 1986	8 U.S.C. 1324b
Section 504 of the Rehabilitation Act of 1973, as amended	29 U.S.C. 794
Title VI of the Civil Rights Act of 1964, as amended	42 U.S.C. 2000d, et seq.
Title VII of the Civil Rights Act of 1964	42 U.S.C. 2000e
Title IX of the Education Amendments of 1972, as amended	20 U.S.C. 1681

State laws include:

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

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

i. 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.

ii. 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.

B. 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.

C. Debarment and Suspension

i. 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.

ii. 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.

iii. 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.

iv. 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.

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

D. 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.

E. 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.

F. Lobbying

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

i. 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.

ii. 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.

iii. 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.

iv. 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.

21. 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. **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.

D. **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.

E. **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.

F. **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.

G. **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.

Contract Routing Number 2015CMIP051

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

CONTRACTOR
Gunnison County

_____
***Signature**

Date:_____

By:_____
Name of Authorized Individual

Title:_____
Official Title of Authorized Individual

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

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

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

Date:_____

LEGAL REVIEW
John W. Suthers, Attorney General

By:_____
Signature - Assistant Attorney General

Date:_____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
Department of Health Care Policy and Financing

Date:_____

EXHIBIT A, STATEMENT OF WORK

1. TERMINOLOGY

1.1. The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.

1.1.1. Applicant – an individual for whom the Contractor is performing a Determination.

1.1.2. Backlogged Determination – any Untimely Determination that is not yet complete.

1.1.3. Client – an individual who is eligible for the Colorado Medical Assistance Program.

1.1.4. Determination – the act of determining if an Applicant is eligible for the Colorado Medical Assistance Program.

1.1.5. Reporting Period – the period of time for each performance standard used to measure whether the Contractor met that standard.

1.1.5.1. The First Reporting Period for a SFY shall begin on July 1 of that SFY and end on December 31 of that SFY.

1.1.5.2. The Second Reporting Period for a SFY shall begin on January 1 of that SFY and end on June 30 of that SFY.

1.1.6. Redetermination – a Determination as defined under 10 C.C.R. 2505-8.100.3.P.

1.1.7. State Fiscal Year (SFY) – the period beginning July 1 of each calendar year and ending on June 30 of the following calendar year.

1.1.8. Timely Determination/Redetermination – any Determination/Redetermination that is completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.

1.1.9. Untimely Determination/ Redetermination – any Determination/ Redetermination that is not completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.

2. COUNTY DETERMINATIONS

2.1. The Contractor shall perform all Medicaid related work within the Contractor's county required under C.R.S. §25.5-1-101 *et. seq*. The Contractor shall also provide all Medicaid related work within Hinsdale County as agreed to by the Contractor and Hinsdale County in the intergovernmental agreement between those two entities. The Department and the Contractor share the costs of this work performed by the Contractor as defined in those statutes and this Contract shall not impact the allocated amount of that cost sharing.

3. PERFORMANCE INCENTIVE PROGRAM

3.1. The Contractor may earn an incentive payment to reimburse it for a portion of its cost sharing as described in this section 3.

3.2. Court Settlement Timeliness Incentive Standard

3.2.1. The Contractor may earn a Court Settlement Timeliness Incentive Payment for each Reporting Period in which at least ninety-five percent (95%) of all Determinations and Redeterminations completed were Timely Determinations/Redeterminations.

3.2.1.1. To determine the timeliness percent for this standard, the Department shall total up all Timely Determinations/Redeterminations the Contractor completed within the Reporting Period and divide that by the total number of Determinations/Redeterminations the Contractor completed during that Reporting Period. The Department shall round these calculated percentages to two decimal places.

3.2.1.2. In the event that the Contractor processes a total of two-hundred and forty (240) or fewer Determinations and two-hundred and forty (240) or fewer Redeterminations during a Reporting Period, the Contractor shall be deemed to have meet this performance standard so long as they had eighteen (18) or fewer Untimely Determinations/Redeterminations during that Reporting Period.

3.2.1.3. The Department will not include any Untimely Determinations/Redeterminations in its calculation of this performance standard if the Department has approved that Untimely Determination/Redetermination as being untimely because of unusual circumstances. Determinations/Redeterminations may be delayed for unusual circumstances as described in 10 C.C.R. 2505-8.100.3.D(d).

3.2.1.3.1. The Contractor shall submit documentation with the semi-annual report to request the Department's approval of that Determination as being untimely because of unusual circumstances.

3.2.1.3.2. The Department may approve or reject any request for Untimely Determination exemption and may limit the total number of exempted Untimely Determinations.

3.2.2. The Department will determine the Contractor's compliance with the Court Settlement Timeliness Incentive Standard during each Reporting Period utilizing data from the monthly Court Reports.

3.3. Collaboration Incentive Standard

3.3.1. The Contractor may earn a Collaboration Incentive Payment for each Reporting Period in which it has hosted or attended Collaboration meetings with the partners described below.

3.3.1.1. The Contractor shall host or attend at least one (1) meeting with each of the following during each calendar quarter:

3.3.1.1.1. Each Behavioral Health Organization (BHO) that serves Clients in the Contractor's County.

3.3.1.1.2. Each Local Public Health Agency (LPHA) that serves Clients in the Contractor's County.

3.3.1.1.3. Each Medical Assistance Site (MA Site) that serves Clients in the Contractor's County.

3.3.1.1.4. Each Regional Care Collaborative Organization (RCCO) that serves Clients in the Contractor's County.

3.3.1.1.5. Regional Connect For Health Colorado Partners (C4).

3.3.1.2. The Contractor may combine any or all of the meetings in this section 3.3. to meet the Collaboration Incentive Standard and does not need to have individual meetings with each of the entities listed in section 3.3.1.1.

3.3.1.3. The Contractor may also host any or all of the meetings in this section 3.3. in collaboration with other counties, but in the event that it does combine any meeting with another county or other counties, the Contractor shall provide at least one representative to attend that meeting.

3.3.1.4. The Contractor shall develop the meeting agenda for each meeting it hosts.

3.3.1.4.1. The agenda shall include the following topics:

3.3.1.4.1.1. Recognition of the roles and responsibilities for each of the partners

3.3.1.4.1.2. Cultivating collaboration and the coordination of services among all of the partner agencies

3.3.1.4.1.3. Establishing 2-3 goals that the partners would like to accomplish over the next year to improve clients' access to care.

3.3.1.4.2. In the event that the Contractor hosts a meeting in collaboration with another county or other counties, then the Contractor may develop the agenda in collaboration with those other counties.

3.3.1.5. The Contractor shall take meeting minutes and compile a list of attendees for each meeting it hosts. In the event that the Contractor hosts a meeting in collaboration with another county or other counties, then the Contractor may create the meeting minutes and list of attendees in collaboration with those other counties.

3.3.2. The Contractor shall document its compliance with the Collaboration Incentive Standard by providing the Department with the meeting agenda, meeting minutes and list of attendees for each meeting it hosted, either individually or collaboratively with other counties and the 2-3 goals as described in 3.3.1.4.1.3. The Department will determine the Contractor's compliance with the Collaboration Incentive Standard based on the submission of the meeting agendas, meeting minutes and list of attendees for all meetings during the Reporting Period.

3.4. Medicaid Determination for Individuals Leaving a Correctional Facility Incentive Standard

3.4.1. The Contractor may earn a Medicaid Determination for Individuals Leaving a Correctional Facility Incentive Payment for the Reporting Period in which it has developed a process that allows individuals leaving jails in the Contractor's county to receive a Determination.

3.4.1.1. The Process shall include, at a minimum, how the county plans to ensure that individuals leaving the jails will receive a determination. The Department will provide counties with a template for the development of a process that can be utilized as one option to meet this deliverable.

3.4.1.2. In the event that the Contractor's county does not have a jail, or shares a jail with other counties, then the Contractor shall meet this standard by having an established process in place with those counties and the jails that typically house inmates from the Contractor's county.

3.4.2. The Contractor shall document its compliance with the Medicaid Determination for Individuals Leaving a Correctional Facility Incentive Standard by providing the Department with a documented process that allows individuals to receive a Determination upon leaving the correctional facility. This documented process shall be signed by both the director of the Contractor's Department of Human or Social Services, or a designee, and the Sheriff's office for the Contractor's county or for the county or counties that have jails that typically house inmates from the Contractor's county.

3.5. Application Backlog Incentive Standard

3.5.1. The Contractor may earn an Application Backlog Incentive Payment for each Reporting Period in which the Application Backlog for new applications and redeterminations is within the limits described in the following table:

3.5.1.1. County Backlog Table

	County Size	Limit
New Applications		
	Large	< 100
	Medium	< 15
	Small	< 5
Redeterminations		
	Large	<300
	Medium	<30
	Small	<10

3.5.1.2. The Department will not include any Backlogged Determination in its calculation of this performance standard if the Department has approved that Determination as being backlogged because of unusual circumstances.

3.5.1.2.1. The Contractor shall complete a Backlogged Determination exemption form, as provided by the Department, to request the Department's approval of that Determination as being backlogged because of unusual circumstances.

3.5.1.2.2. The Department may approve or reject any request for Backlogged Determination exemption and may limit the total number of exempted Backlogged Determinations.

3.6. Quarterly Reporting

3.6.1. The Contractor shall provide a Quarterly Incentive Report for each Reporting Period that includes all of the following for the that Reporting Period:

3.6.1.1. The meeting agendas, meeting minutes, lists of attendees and goals to document its compliance with the Collaboration Incentive Standard.

3.6.1.2. The documented processes that allow Individuals Leaving a Correctional Facility to receive a Determination that the Contractor used to document its compliance with the Medicaid Determination for Individuals Leaving a Correctional Facility Incentive Standard.

3.6.1.3. Any approved Untimely Determination exemption forms for the Reporting Period.

3.6.1.4. Any approved Backlogged Determination exemption forms for the Reporting Period.

4. COMPENSATION

4.1. Compensation

4.1.1. Incentive Payment

4.1.1.1. The Department shall pay the Contractor an Incentive Payment for each incentive standard it meets during the applicable Reporting Period as follows:

4.1.1.1.1. The Department shall pay the Contractor a Court Settlement Timeliness Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that incentive.

4.1.1.1.2. The Department shall pay the Contractor a Collaboration Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that incentive.

4.1.1.1.3. The Department shall pay the Contractor a Parolee Determination Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that incentive.

4.1.1.1.4. The Department shall pay the Contractor an Application Backlog Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that incentive.

4.1.2. Annual Incentive Pool Payment

4.1.2.1. The Department will create an Annual Incentive Pool each SFY.

4.1.2.1.1. The Annual Incentive Pool shall include the following:

4.1.2.1.1.1. The total amount of all base incentive payments allocated to any counties that selected to not participate in the County Medicaid Eligibility Determination Incentive Program for that SFY.

4.1.2.1.1.2. Each of the base incentive payments that were not earned by a county during a Reporting Period in that SFY.

4.1.2.1.2. In the event that the Annual Incentive Pool is zero dollars ($0.00) for any SFY, the Contractor shall not receive an Annual Incentive Pool Payment for that SFY.

4.1.2.2. The Department will divide the Annual Incentive Pool into separate incentive pools as follows:

4.1.2.2.1. The Department will create a Court Settlement Timeliness Pool each SFY that includes fifty percent (50%) of the Annual Incentive Pool for that SFY.

4.1.2.2.2. The Department will create a Collaboration Pool each SFY that includes fifteen percent (15%) of the Annual Incentive Pool for that SFY.

4.1.2.2.3. The Department will create a Medicaid Determination for Individuals Leaving a Correctional Facility Pool each SFY that includes fifteen percent (15%) of the Annual Incentive Pool for that SFY.

4.1.2.2.4. The Department will create an Application Backlog Pool each SFY that includes twenty percent (20%) of the Annual Incentive for that SFY.

4.1.2.3. The Department will distribute a portion of each incentive pool to the Contractor as follows:

4.1.2.3.1. All distribution amounts for each incentive standard for a SFY under this section 4.1.2.3 will be determined by the Department based on the Contractor's allocation in proportion to all allocations of other counties that also met that incentive standard during both Reporting Periods during that SFY.

4.1.2.3.1.1. In no event will the Contractor's distribution from any pool in this section 4.1.2.3. during a SFY exceed the lesser of the Pool Maximum County Share for that pool shown in Exhibit B for that SFY or the Contractor's actual county share expenditure.

4.1.2.3.2. If the Contractor met the Court Settlement Timeliness Incentive Standard during both Reporting Periods during a SFY, then the Department will distribute a portion of the Court Settlement Timeliness Pool to the Contractor.

4.1.2.3.3. If the Contractor met the Collaboration Incentive Standard during both Reporting Periods during a SFY, then the Department will distribute a portion of the Collaboration Pool to the Contractor.

4.1.2.3.4. If the Contractor met the Medicaid Determination for Individuals Leaving a Correctional Facility Incentive Standard during both Reporting Periods during a SFY, then the Department will distribute a portion of the Medicaid Determination for Individuals Leaving a Correctional Facility Pool to the Contractor.

4.1.2.3.5. If the Contractor met the Application Backlog Incentive Standard during both Reporting Periods during a SFY, then the Department will distribute a portion of the Application Backlog Pool to the Contractor.

4.1.2.4. The Department shall pay the Contractor an Annual Incentive Pool Payment equal to the sum of the Contractor's distribution of each pool, once those distributions are determined by the Department.

4.2. Payment Procedures

4.2.1. The Contractor shall receive an incentive allocation for each of the Reporting Periods within forty-five (45) days following the end of the Reporting Period. This allocation will reflect the maximum the contractor can earn for each incentive type per Reporting Period.

4.2.2. Actual incentive payment maximums are dependent on the county share of Medicaid expenditure. In no event shall Contractor be paid more than the Contractor's county share of Medicaid expenditure in any Reporting Period.

4.2.3. The Department may add any unearned funds from the first Reporting Period into to the second Reporting Period allocation for any SFY.

4.2.3.1. The Contractor shall receive the incentive through the County Financial Management System (CFMS).

4.2.4. The Department may use any unearned second Reporting Period incentive payments during the county administration close out process.

4.2.4.1. 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 thirty (30) 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.

EXHIBIT B, RATES

1. INCENTIVE PAYMENT TABLES

1.1. SFY 2014-15 Incentive Payment Tables

1.1.1. Gunnison County

Incentive Payment Name	Payment Amount
Court Settlement Timeliness Incentive Payment	$4,187.45
Collaboration Incentive Payment	$1,256.24
Medicaid Determination for Individuals Leaving a Correctional Facility Incentive Payment	$1,256.24
Application Backlog Incentive Payment	$1,674.98
Total Maximum Available for all Incentive Payments	$8,374.91

1.1.2. Hinsdale County

Incentive Payment Name	Payment Amount
Court Settlement Timeliness Incentive Payment	$1,398.03
Collaboration Incentive Payment	$419.41
Medicaid Determination for Individuals Leaving a Correctional Facility Incentive Payment	$419.41
Application Backlog Incentive Payment	$559.21
Total Maximum Available for all Incentive Payments	$2,796.06

2. POOL MAXIMUM COUNTY SHARE TABLES

2.1. SFY 2014-15 Pool Maximum County Share Tables

2.1.1. Gunnison County

Pool Name	Pool Maximum Distribution Amount
Court Settlement Timeliness Pool	$4,187.45
Collaboration Pool	$1,256.24
Medicaid Determination for Individuals Leaving a Correctional Facility Pool	$1,256.24
Application Backlog Pool	$1,674.98
Total Maximum Available for all Pool Distributions	$8,374.91

2.1.2. Hinsdale County

Pool Name	Pool Maximum Distribution Amount
Court Settlement Timeliness Pool	$1,398.03
Collaboration Pool	$419.41

Medicaid Determination for Individuals Leaving a Correctional Facility Pool	$419.41
Application Backlog Pool	$559.21
Total Maximum Available for all Pool Distributions	$2,796.06

EXHIBIT C, SAMPLE OPTION LETTER

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

1) **OPTIONS:** Choose all applicable options listed in §1 and in §2 and delete the rest.
   - **a.** Option to renew only *(for an additional term)*
   - **b.** Change in the amount of goods within current term
   - **c.** Change in amount of goods in conjunction with renewal for additional term
   - **d.** Level of service change within current term
   - **e.** Level of service change in conjunction with renewal for additional term
   - **f.** Option to initiate next phase of a contract

2) **REQUIRED PROVISIONS**. All Option Letters shall contain the appropriate provisions set forth below:
   - **a. <u>For use with Options 1(a-e):</u>** In accordance with Section(s) X of the Original Contract between the State of Colorado, Department of Health Care Policy and Financing**,** and CONTRACTOR NAME, the State hereby exercises its option for an additional term beginning START DATE and ending on END DATE at a cost/price specified in Section X, AND/OR an increase/decrease in the amount of goods/services at the same rate(s) as specified in SECTION/EXHIBIT X.
   - **b. <u>For use with Option 1(f), please use the following:</u>** In accordance with Section(s) X of the Original Contract between the State of Colorado, Department of Health Care Policy and Financing**,** and CONTRACTOR NAME, the State hereby exercises its option to initiate Phase PHASE NUMBER for the term beginning START DATE and ending on END DATE at the cost/price specified in Section X.
   - **c. <u>For use with all Options 1(a-f):</u>** The amount of the current Fiscal Year contract value is increased/decreased by AMOUNT to a new contract value of AMOUNT to as consideration for services/goods ordered under the contract for the current fiscal year FISCAL YEAR. The first sentence in Section X is hereby modified accordingly. The total contract value including all previous amendments, option letters, etc. is AMOUNT.

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

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

_____
By: NAME

Date: _____

<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.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

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