AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Intergovernmental Agreement; Nurse Home Visitor Pr

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: BOCC & Montrose County

Term Begins: 7/1/17 **Term Ends:** 6/30/2018 **Grant Contract #:**

Summary:

This is renewal of longstanding agreement with Montrose County for NFP (Nurse Family Partnership) to provide nurse home visitation program to first time low income mothers.

Fiscal Impact: $63,323

Submitted by: C Worrall **Submitter's Email Address:** cworrall@gunnisoncounty.og

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 8/30/2017

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

Comments:
ok db 8/30/17

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 8/30/2017 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/31/2017

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

Agenda Date: 9/5/2017

Revised April 2015

INTERGOVERNMENTAL AGREEMENT
RE: NURSE HOME VISITOR PROGRAM

THIS INTERGOVERNMENTAL AGREEMENT shall become effective the 1st day of July, 2017 between the County of Montrose, by and through its Board of County Commissioners ("Montrose"), a body politic and corporate, duly organized and existing within the State, whose address is 317 South Second Street, Montrose, CO 81401, and the County of Gunnison, by and through its Board of County Commissioners ("Gunnison"), a body politic and corporate, duly organized and existing within the State of Colorado, whose address is 200 E. Virginia, Gunnison, CO 81230.

RECITALS

WHEREAS, Montrose has entered into a Contract dated July 1, 2014 with the State of Colorado regarding the implementation of the Nurse Home Visitor Program ("NHVP") for several area counties, including Gunnison County. A copy of that Contract is attached as Exhibit A. That Contract was further amended by "Contract Amendment #5", effective June 8, 2017, regarding extending the NHVP through Fiscal Year 2018. A copy of Contract Amendment #5 is attached as Exhibit B. Together, these agreements are collectively referred to herein as "State Task Order".

WHEREAS, such State Task Order allocates monies for provision of NHVP services in Gunnison County, and

WHEREAS, Montrose desires to enter into this subcontract for the provision of NHVP services in Gunnison County, and Gunnison desires to provide such services on behalf of Montrose, and in compliance with the State Task Order, and

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Montrose and Gunnison enter into this Intergovernmental Agreement as follows:

SECTION I.
DESCRIPTION OF WORK

The purpose of the NHVP is to provide trained visiting nurses to help educate mothers on the importance of nutrition and avoiding alcohol and drugs, including nicotine, and to assist and educate mothers in providing general care for their children.

Gunnison shall provide NHVP services within Gunnison County, and so long as this Agreement is in effect, Montrose shall have no duty to provide NHVP services in Gunnison County. In providing such services, Gunnison shall comply with all requirements of the State Task Order (see attached Exhibits A and B), and with all Federal, State and Municipal laws,

rules, and regulations that are now, or may in the future, become applicable to the work performed under this Agreement and the State Task Order.

SECTION II.
PAYMENTS

In consideration of Gunnison's provision of NHVP services in Gunnison County, Montrose shall make monthly payments to Gunnison upon receipt of invoices evidencing the work completed. Such payments may not exceed $63,323.00, which is the total amount allocated in Fiscal Year 2018 for services in Gunnison County. It is specifically understood and agreed that Montrose's obligation to pay Gunnison under this agreement is dependent upon, and limited to, the receipt of monies from the State for funding the NHVP in accordance with the State Task Order. Montrose shall not be obligated to pay Gunnison out of Montrose County's separate funds, or from any other source of funds outside the State funding for the NHVP

SECTION III.
RELATIONSHIP OF PARTIES

This Agreement is intended to create an Independent Contracting relationship. Gunnison shall be responsible for hiring or retaining, and compensating, all staff necessary to provide the services contemplated under this Agreement. Neither Gunnison, nor any agent or employee of Gunnison, shall be deemed to be an agent or employee of Montrose. Gunnison shall remain responsible for payment of any and all required employment taxes, income taxes, or other applicable taxes, on any monies paid by Gunnison for provision of services under this Agreement. Gunnison acknowledges that Gunnison and its employees are not entitled to unemployment insurance benefits unless Gunnison, or a third party, provides such coverage, and that Montrose does not pay for, or otherwise provide, such coverage.

Gunnison shall have no authorization, express or implied, to bind Montrose to any agreements, liability, or understanding, except as expressly set forth herein.

SECTION IV.
INSURANCE, LICENSING, LIABILITY

Gunnison shall provide and keep in force worker's compensation and unemployment compensation insurance in amounts required by law. Gunnison shall maintain general liability insurance with minimum limits of $600,000 per claim and $1,000,000 aggregate per occurrance. Gunnison acknowledges that it shall be solely responsible for the acts of Gunnison, and its employees and agents.

With respect to the individual Nurse(s) utilized by Gunnison to provide services under this Agreement, and any other professional hired or retained to provide such services, Gunnison shall ensure that the individual's professional license is valid and current, and that professional

malpractice liability insurance is in force to cover the acts and omissions of the professional during the term of this Agreement.

Proof of required insurance coverages shall be provided to Montrose upon request.

SECTION V.
DURATION

The initial term of this Intergovernmental Agreement shall commence on the 1st of July, 2017 and shall continue through June 30, 2018. The total term of this Intergovernmental Agreement, including any extensions or renewals thereof, may not exceed one year.

It is understood that this Intergovernmental Agreement may be terminated by either party, without cause, upon thirty (30) days written notice to the other party.

SECTION VI.
SUPERVISION

In the provision of services under this Agreement, Gunnison is an independent contractor with authority to control and direct the performance of the details of the work, Montrose being interested only in the results obtained. However, Montrose shall have the right to monitor and evaluate the performance of Gunnison to ensure that the terms of this Agreement, and the requirements of the State Task Order, are being satisfactorily met.

SECTION VII.
GENERAL PROVISIONS

1. The parties stipulate and agree that the rights and duties contemplated under this Intergovernmental Agreement shall not be assigned, delegated, or otherwise transferred to a third party without the prior written consent and agreement of the parties.

2. Each and every clause and covenant of this Agreement shall extend to, benefit, and bind the successors and assigns of the parties hereto respectively.

3. Any and all modifications, alterations, additions, and/or changes to any term, condition, or agreement contained herein, shall be void and not binding on either party unless set forth in writing and signed by both parties.

4. This Agreement, attached exhibits, and any written amendments attached, represent the full understanding between the parties.

5. Nothing in this Agreement shall be construed as a waiver of the governmental immunity available to both parties under Colorado statute or other laws.

6. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the respective parties have set their signatures effective the day and year first above written.

MONTROSE COUNTY HEALTH AND HUMAN SERVICES

Stephen C. Tullos

Stephen C. Tullos, Director

DATE: 8/11/17

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS

_____

Chairman

DATE: _____

MONTROSE BOARD OF COUNTY COMMISSIONERS

_____

Keith Caddy, Chairman

DATE: _____

ATTEST:

_____

Deputy Clerk to the Board

Date: _____

EXHIBIT A

DEPARTMENT OF HUMAN SERVICES
ROUTING NO. 15 IHA 68670

CONTRACT

This contract is made and entered into by and between the named parties. In accordance with the purposes stated herein, it is hereby agreed as follows:

STATE

State of Colorado for the use & benefit of the
Department of Human Services
Division of Early Childhood
1575 Sherman, 1st Floor
Denver, CO 80203

CONTRACTOR

Montrose County Department of Health and Human Services
1845 S. Townsend
Montrose, CO 81401

CONTRACT MADE DATE:
04/30/2014

PO/SC ENCUMBRANCE NUMBER
PO IHA

TERM:
This contract shall be effective upon approval by the State Controller, or designee, or on 07/01/2014, whichever is later. The contract shall end on 06/30/2015.

PROCUREMENT METHOD:
Law Specified Vendor

BID/RFP/LIST PRICE AGREEMENT NUMBER
Not Applicable

LAW SPECIFIED VENDOR STATUTE
C.R.S.26.4-107

CONTRACTOR'S ENTITY TYPE:
Government

CONTRACTOR'S STATE OF INCORPORATION:
N/A

BILLING STATEMENTS RECEIVED
Monthly

STATUTORY AUTHORITY
C.R.S. § 26-6.4-101

CONTRACT PRICE NOT TO EXCEED
$340,001.00

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR
FY 15: $340,001.00

PRICE STRUCTURE
Cost Reimbursement

FUND SOURCE – NAME OF FEDERAL PROGRAM/GRANT AND FUNDS ID#
NHVP 13M

STATE REPRESENTATIVE
Mary Martin, Program Director
Division of Early Childhood
1575 Sherman, 1st Floor
Denver, CO 80203

CONTRACTOR REPRESENTATIVE:
David White
Contractor Name Per Above
1845 S. Townsend
Montrose, CO 81401

SCOPE OF WORK:
In accordance with the provisions of this contract and its exhibits and attachments, the Contractor shall: Provide trained visiting nurses to help educate mothers on the importance of nutrition and avoiding alcohol and drugs, including nicotine, and to assist and educate mothers in providing general care for their children.

EXHIBITS:

The following exhibits are hereby incorporated:

Exhibit A-	Statement of Work
Exhibit B-	Budget
Exhibit C-	Additional Provisions
Exhibit D-	HIPAA Business Associate Addendum
Exhibit E-	Sample Option Letter
Exhibit F-	2014-2015 NHVP Continuation Application Review Summary

COORDINATION:

The State warrants that required approval, clearance and coordination has been accomplished from and with appropriate agencies.

APPROVAL:

In no event shall this contract be deemed valid until it shall have been approved by the State Controller or his/her designee.

PROCUREMENT:

This contractor has been selected in accordance with the requirements of the Colorado Procurement Code.

PRICE PROVISIONS:

Payments pursuant to this contract shall be made as earned, in whole or in part, from available funds, encumbered for the purchase of the described services and/or deliverables. The liability of the State at any time for such payments shall be limited to the encumbered amount remaining of such funds.

Authority exists in the laws and funds have been budgeted, appropriated and otherwise made available, and a sufficient unencumbered balance thereof remains available for payment.

Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

The Contractor understands and agrees that the State shall not be liable for payment for work or services or for costs or expenses incurred by the Contractor prior to the proper execution and State Controller approval of this contract.

GENERAL PROVISIONS

The following clauses apply to this contract:

A. Governmental Immunity/Limitation of Liability: Notwithstanding anything herein to the contrary, 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", C.R.S. §24-10-101, *et seq.*, as now or hereinafter amended. The parties understand and agree that the liability of the State for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of C.R.S. §24-10-101, *et seq.*, as now or hereafter amended and the risk management statutes, C.R.S. §24-30-1501, *et seq.*, as now or hereafter amended. Any liability of the State created under any other provision of this contract, whether or not incorporated herein by reference, shall be controlled by, limited to, and otherwise modified so as to conform with, the above cited laws.

B. Federal Funds Contingency: Payment pursuant to this contract, if in federal funds, whether in whole or in part, is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. In the event that said funds, or any part thereof, become unavailable, as determined by the State, the State may immediately terminate this contract or amend it accordingly.

C. Billing Procedures: The State shall establish billing procedures and requirements for payment due the Contractor in providing performance pursuant to this contract. The Contractor shall comply with the established billing procedures and requirements for submission of billing statements. The State shall comply with CRS 24-30-202(24) when paying vendors upon receipt of a correct notice of the amount due for goods or services provided hereunder.

D. Exhibits- Interpretation: Unless otherwise stated, all referenced exhibits are incorporated herein and made a part of this contract. And, unless otherwise stated, in the event of conflicts or inconsistencies between this contract and its exhibits or attachments, such conflicts shall be resolved by reference to the documents in the following order of priority: 1) the Special Provisions of this contract shall always be controlling over other provisions in the contract or amendments; 2) the contract "cover" pages; 3) the General Provisions of this contract; 4) the exhibits to this contract, except that any exhibit entitled: "Modifications to the General Provisions" shall take priority over the General Provisions of this contract.

E. Notice and Representatives: For the purposes of this contract, the representative for each party is as designated herein. Any notice required or permitted may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address provided, and if sent by mail it is effective when posted in a U.S. Mail Depository with sufficient postage attached thereto. Notice of change of address or change or representative shall be treated as any other notice.

F. Contractor Representations:

1. Licenses and Certifications: The Contractor certifies that, at the time of entering into this contract, it and its agents have currently in effect all necessary licenses, certifications, approvals, insurance, etc. required to properly provide the services and/or supplies covered by this contract in the state of Colorado. Proof of such licenses, certifications, approvals, insurance, etc. shall be provided upon the State's request. Any revocation, withdrawal or nonrenewal of necessary license, certification, approval, insurance, etc. required for the Contractor to properly perform this contract, shall be grounds for termination of this contract by the State.
2. Qualification: Contractor certifies that it is qualified to perform such services or provide such deliverables as delineated in this contract.
3. Exclusion, Debarment and/or Suspension: Contractor represents and warrants that Contractor, or its employees or authorized subcontractors, are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department or agency. In the event Contractor, or one of its employees or authorized subcontractors, is excluded from

participation, or becomes otherwise ineligible to participate in any such program during the Term, Contractor will notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the State reserves the right to immediately cease contracting with Contractor.

4. Work Performed Outside the United States or Colorado, pursuant to C.R.S. §24-102-206: The Contractor certifies all work performed under this Contract, including any subcontracts, is anticipated to be and will be performed within the United States or Colorado, unless otherwise specified in the Statement of Work. If work under this Contract is anticipated to be or will be performed outside the United States or Colorado, the countries and/or states where work will be performed, and the reasons it is necessary or advantageous to go outside the United States or Colorado to perform the work are also specified in the Statement of Work.

G. Legal Authority: The Contractor warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and bind the Contractor to its terms. The person(s) executing this contract on behalf of the Contractor warrant(s) that such person(s) have full authorization to execute this contract.

H. 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.

[Applicable Only to Intergovernmental Contracts] 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 or hereafter amended.

I. 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.

1. Contractor
   a. 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.
   b. 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 same requirements set forth in provision 1.2 below with respect to Subcontractors that are not "public entities".
2. 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:
   a. Worker's Compensation: Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Contractor or Subcontractor employees acting within the course and scope of their employment.
   b. 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.

c. 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.

d. Professional Liability: Professional liability insurance with minimum limits of liability of not less than $1,000,000, unless waived by the State.

e. Privacy Insurance
If this Contract includes a HIPAA Business Associates Addendum exhibit, Contractor shall obtain and maintain during the term of this Contract 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 a minimum annual limit of $1,000,000.

f. Additional Insured: The State shall be named as additional insured on all Commercial General Liability and Automobile Liability 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.

g. 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.

h. 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 provision E. Notice and Representatives within seven days of Contractor's receipt of such notice.

i. 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.

3. Certificates: Contractor and all Subcontractors shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Contract. No later than 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 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this provision I.

J. Disaster Planning and Pandemic Outbreaks: The State may require the Contractor to submit a Disaster Response Plan (Plan) to ensure the delivery hereunder of essential government services during a disaster, declared emergency, and/or pandemic outbreak. The Plan would take precedence over and nullify any contractual provision relating to force majeure or "Acts of God." Accordingly, should the work performed by the Contractor under this contract include the provision of any essential government services, the State may request a Plan from the Contractor, and, upon such request, the Contractor shall forthwith submit a Plan, and the Contractor shall be bound to perform hereunder in accordance therewith.

K. Rights in Data, Documents and Computer Software or Other Intellectual Property:
All intellectual property including without limitation, databases, software, documents, research, programs and codes, as well as all, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by the contractor in the performance of its obligations under this contract shall be the exclusive property of the State. Unless otherwise stated, all such materials shall be delivered to the State by the contractor upon completion, termination, or cancellation of this contract. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of the contractor's obligations under this contract without a prior written consent of the State. All documentation,

accompanying the intellectual property or otherwise, shall comply with the State requirements which include but is not limited to all documentation being in a paper, human readable format which is useable by one who is reasonably proficient in the given subject area.

L. Proprietary Information: Proprietary information for the purpose of this contract is information relating to a party's research, development, trade secrets, business affairs, internal operations and management procedures and those of its customers, clients or affiliates, but does not include information lawfully obtained by third parties, which is in the public domain, or which is developed independently.

Neither party shall use or disclose directly or indirectly without prior written authorization any proprietary information concerning the other party obtained as a result of this contract. Any proprietary information removed from the State's site by the Contractor in the course of providing services under this contract will be accorded at least the same precautions as are employed by the Contractor for similar information in the course of its own business.

M. Records Maintenance, Performance Monitoring & Audits: The Contractor shall maintain a complete file of all records, documents, communications, and other materials that pertain to the operation of the program/project or the delivery of services under this contract. Such files shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies and services, and other costs of whatever nature for which a contract payment was made. These records shall be maintained according to generally accepted accounting principles and shall be easily separable from other Contractor records.

The Contractor shall protect the confidentiality of all records and other materials containing personally identifying information that are maintained in accordance with this contract. 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, guardian, or the State. The Contractor shall have written policies governing access to, duplication and dissemination of, all such information and advise its agents, if any, that they are subject to these confidentiality requirements. The Contractor shall provide its agents, if any, with a copy or written explanation of these confidentiality requirements before access to confidential data is permitted.

The Contractor authorizes the State, the federal government or their designee, to perform audits and/or inspections of its records, at any reasonable time, to assure compliance with the state or federal government's terms and/or to evaluate the Contractor's performance. Any amounts the State paid improperly shall be immediately returned to the State or may be recovered in accordance with other remedies.

All such records, documents, communications, and other materials shall be the property of the State unless otherwise specified herein and shall be maintained by the Contractor, for a period of three (3) years from the date of final payment or submission of the final federal expenditure report under this contract, unless the State requests that the records be retained for a longer period, or until an audit has been completed with the following qualification. If an audit by or on behalf of the federal and/or state government has begun but is not completed at the end of the three (3) year period, or if audit findings have not been resolved after a three (3) year period, the materials shall be retained until the resolution of the audit findings.

The Contractor shall permit the State, any other governmental agency authorized by law, or an authorized designee thereof, in its sole discretion, to monitor all activities conducted by the Contractor pursuant to the terms of this contract. Monitoring may consist of internal evaluation procedures, reexamination of program data, special analyses, on-site verification, formal audit examinations, or any other procedures as deemed reasonable and relevant. All such monitoring shall be performed in a manner that will not unduly interfere with contract work.

N. Taxes: The State, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code [No. 84-730123K] and from all state and local government use taxes [C.R.S. §39- 26-114(a) and 203, as amended]. The contractor is hereby notified that when materials are purchased for the benefit of the State, such exemptions apply except that in certain political subdivisions the vendor may be required to pay sales or use taxes even though the ultimate product or service is provided to the State. These sales or use taxes will not be reimbursed by the State.

O. Conflict of Interest: During the term of this contract, the Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the Contractor fully performing his/her obligations under this contract.

Additionally, the Contractor acknowledges that, in governmental contracting, even the appearance of a conflict of interest is harmful to the interests of the State. Thus, the Contractor agrees to refrain from any practices, activities or relationships which could reasonably be considered to be in conflict with the Contractor's fully performing his/her obligations to the State under the terms of this contract, without the prior written approval of the State.

In the event that the Contractor is uncertain whether the appearance of a conflict of interest may reasonably exist, the Contractor shall submit to the State a full disclosure statement setting forth the relevant details for the State's consideration and direction. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict shall be grounds for termination of the contract.

Further, the Contractor shall maintain a written code of standards governing the performance of its agent(s) engaged in the award and administration of contracts. Neither the Contractor nor its agent(s) 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:

1. The employee, officer or agent;
2. Any member of the employee's immediate family;
3. The employee's partner; or
4. An organization which employees, or is about to employ, any of the above,

has a financial or other interest in the firm selected for award. Neither the Contractor nor its agent(s) will solicit nor accept gratuities, favors, or anything of monetary value from Contractor's potential contractors, or parties to subagreements.

P. Conformance with Law: The Contractor and its agent(s) shall at all times during the term of this contract strictly adhere to all applicable federal laws, state laws, Executive Orders and implementing regulations as they currently exist and may hereafter be amended. Without limitation, these federal laws and regulations include:

- Age Discrimination Act of 1975, 42 U.S.C. Section 6101 et seq. and its implementing regulation, 45 C.F.R. Part 91;
- Age Discrimination in Employment Act of 1967, 29 U.S.C. 621 et seq.;
- Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et seq.;
- The Drug Free Workplace Act of 1988, 41 U.S.C. 701 et seq.;
- Equal Pay Act of 1963, 29 U.S.C. 206;
- Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d et seq. and implementing regulations, 45 C.F.R. Parts 160 and 164;
- Immigration Reform and Control Act of 1986, 8 U.S.C. 1324b;
- Pro-Children Act of 1994, 20 U.S.C. 6081 et seq.;
- Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84;
- Titles VI & VII of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) & (e);
- The Personal Responsibility and Work Opportunity Reconciliation Act of 1996, 42 USC 604a, PL 104-193. See also State Executive Order D 015 00;
- Title IX of the Education Amendments of 1972, 20 U.S.C. 1681 et seq.;
- The Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (Common Rule), at 45 CFR, Part 92;
- The Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Non-Profit Organizations, and Commercial Organizations (Common Rule), at 2 CFR 215;
- Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.
- The Hatch Act (5 USC 1501-1508) and Civil Service Reform Act, Public Law 95-454 Section 4728.
- Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, 1990, PL 101-166, Section 511.
- 45 CFR Subtitle A, Department of Health and Human Services regulations.
- The Single Audit Act Amendments of 1996, 31 USC 7501, Public Law 104-156, OMB Circular A-133, and 45 CRF 74.26.
- The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-

282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required thereunder. This Act is also referred to as FFATA.

- The American Recovery and Reinvestment Act of 2009 (Public Law 111-5), including without limitation all data reporting requirements required thereunder. This Act is also referred to as ARRA.

Q. Restrictions on Public Benefits: Pursuant to House Bill 06S-1023, as codified at C.R.S. § 24-76.5-101 et seq., except as otherwise provided therein or where exempt by federal law, the State is required to verify the lawful presence in the United States of each natural person 18 years of age or older who applies for state or local public benefits or for federal public benefits for the applicant. Accordingly, should the work performed by the Contractor under this contract include the provision of any of said benefits to any natural person 18 years of age or older who applies therefore for the applicant, the Contractor shall follow the requirements of said law in the provision of said benefits as if it were the State. The State will provide the Contractor with specific instruction on the identification documentation required and the process to be followed by the Contractor to properly comply with the law if the work done under this contract is subject to these requirements.

R. Statewide Contract Management System:

1. When Applicable. If the maximum amount payable to Contractor under this Contract is $100,000 or greater, either on the Effective Date or at anytime thereafter, this provision applies.
2. Governing State Statutes. Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.
3. Performance Evaluation and Review. Contractor's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Contract, State law (including without limitation CRS §24-103.5-101), and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include without limitation quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Contractor's obligations hereunder. Such performance information shall be entered into the statewide Contract Management System at intervals during the term hereof determined appropriate by the State, and a final Evaluation, Review and Rating shall be rendered by the State within 30 days of the end of the Contract term. Contractor shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.
4. Gross Failure to Meet Performance Measures. Should the final performance Evaluation and Review determine that Contractor demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Human Services, for good cause shown, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final Evaluation and Review and Rating by: (a) filing rebuttal statement(s), which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor by the Executive Director upon showing of good cause.
5. CORA Disclosure: To the extent not prohibited by federal law, this Contract and the performance measures and standards under CRS §24-103.5-101 are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

S. Performance Ratings and Guidelines:
The Contractor will be given a Final Contractor Performance Evaluation at the end of the contract term in accordance with C.R.S. §24-102-205(6) and General Provision R. above. The list of available Performance Ratings, along with

guidelines for what final rating will be given, are as follows:

1. Above Standard: This rating may be given where Contractor consistently performs in a manner that exceeds the requirements of this Contract, and where such performance is measurable against objective factors specifically identified for use in achieving the purposes of this provision. If applicable to work performed under this Contract, the objective factors and performance required to merit an "Above Standard" rating are specified in a so dedicated Exhibit to this Contract, which may be included herein from the start of the contract or subsequently be added by formal contract amendment at any time before the end of the contract term. If there is no such dedicated Exhibit included or subsequently added herein, this rating is unavailable.
2. Standard: This rating will be given where: 1.) Contractor's performance hereunder meets the requirements of this Contract in areas of quality, cost, and timeliness; 2.) Contractor's work is accepted by the State; and 3.) full payment hereunder is made to Contractor for such performance.
3. Below Standard: This rating may be given where Contractor materially fails to perform the requirements of this Contract and such failure results in the State's invocation of contract remedies and/or contract termination in accordance with General Provision X. below.

T. Discrimination: The Contractor during the performance of this contract shall:

1. not discriminate against any person on the basis of race, color, national origin, age, sex, religion and handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions.
2. not exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability.

Any person who thinks he/she has been discriminated against as related to the performance of this contract has the right to assert a claim, Colorado Civil Rights Division, C.R.S. §24-34-302, et seq.

U. Criminal Background Check: Pursuant to C.R.S. §27-90-111 and Department of Human Services Policy VI-2.4, any independent contractor, and its agent(s), who is designated by the Executive Director or the Executive Director's designee to be a contracting employee under C.R.S. §27-90-111, who has direct contact with vulnerable persons in a state-operated facility, or who provides state-funded services that involve direct contact with vulnerable persons in the vulnerable person's home or residence, shall:

1. submit to a criminal background check, and
2. report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the State.

Any Contractor or its agent(s), who does not comply with C.R.S. §27-90-111 and DHS Policy VI-2.4, may, at the sole discretion of the State, be suspended or terminated.

V. Litigation: The Contractor shall within five (5) calendar days after being served with a summons, complaint, or other pleading which has been filed in any federal or state court or administrative agency notify the State that it is a party defendant in a case which involves services provided under this contract. The Contractor shall deliver copies of such document(s) to the State's Executive Director. The term "litigation" includes an assignment for the benefit of creditors, and filings in bankruptcy, reorganization and/or foreclosure.

W. 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 department and a senior manager designated by the Contractor. Failing resolution at that level, disputes shall be presented in writing to the Executive Director 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.

X. Remedies: Acceptance is dependent upon completion of all applicable inspection procedures. The State reserves the right to inspect the goods and/or services provided under this contract at all reasonable times and places. The Executive Director of the State or her/his designee may exercise the following remedial actions should s/he find the Contractor substantially failed to satisfy the scope of work found in this contract. Substantial failure to satisfy the scope of work shall be defined to mean substantially insufficient, incorrect or improper activities or inaction by the Contractor. Without limitation, the State has the right to:

1. withhold payment until performance is cured,

2. require the vendor to take necessary action to ensure that the future performance conforms to contract requirements,
3. request removal of a Contractor's agent from contract work,
4. equitably reduce the payment due the vendor to reflect the reduced value of the services performed,
5. recover payment for work that due to the Contractor cannot be performed or would be of no value to the State,
6. modify or recover payments (from payments under this contract or other contracts between the State and the vendor as a debt due to the State) to correct an error due to omission, error, fraud and/or defalcation,
7. terminate the contract.

These remedies in no way limit the remedies available to the State in the termination provisions of this contract, or remedies otherwise available at law.

Y. Termination:

1. Termination for Default: The State may terminate the contract for cause. If the State terminates the contract for cause, it will first give ten (10) days prior written notice to the Contractor, stating the reasons for cancellation, procedures to correct problems, if any, and the date the contract will be terminated in the event problems have not been corrected. In the event this contract is terminated for cause, the State will only reimburse the Contractor for accepted work or deliverables received up to the date of termination. In the event this contract is terminated for cause, final payment to the Contractor may be withheld at the discretion of the State until completion of final audit. Notwithstanding the above, the Contractor may be liable to the State for the State's damages. If it is determined that the Contractor was not in default then such termination shall be treated as a termination for convenience as described herein.
2. Termination for Convenience: The State shall have the right to terminate this contract by giving the Contractor at least twenty (20) days prior written notice. If notice is so given, this contract shall terminate on the expiration of the specified time period, and the liability of the parties hereunder for further performance of the terms of this contract shall thereupon cease, but the parties shall not be released from the duty to perform their obligations up to the date of termination.
3. Immediate Termination: This contract is subject to immediate termination by the State in the event that the State determines that the health, safety, or welfare of persons receiving services may be in jeopardy. Additionally, the State may immediately terminate this contract upon verifying that the Contractor has engaged in or is about to participate in fraudulent or other illegal acts.
4. Termination for Financial Exigency: The State shall have the right to terminate this contract for financial exigency by giving the Contractor at least thirty (30) days prior written notice. For the purposes of this provision, a financial exigency shall be a determination made by the Colorado legislature or its Joint Budget Committee that the financial circumstances of the State are such that it is in the best interest of the State to terminate this contract. If notice of such termination is so given, this contract shall terminate on the expiration of the time period specified in the notice, and the liability of the parties hereunder for further performance of the terms of this contract shall thereupon cease, but the parties shall not be released from the duty to perform their obligations up to the date of termination.

   In the event that the State terminates this contract under the Termination for Convenience or Termination for Financial Exigency provisions, the Contractor is entitled to submit a termination claim within ten (10) days of the effective date of termination. The termination claim shall address and the State shall consider paying the following costs:

   a. the contract price for performance of work, which is accepted by the State, up to the effective date of the termination.
   b. reasonable and necessary costs incurred in preparing to perform the terminated portion of the contract
   c. reasonable profit on the completed but undelivered work up to the date of termination
   d. the costs of settling claims arising out of the termination of subcontracts or orders, not to exceed 30 days pay for each subcontractor
   e. reasonable accounting, legal, clerical, and other costs arising out of the termination settlement.

   In no event shall reimbursement under this clause exceed the contract amount reduced by

amounts previously paid by the State to the Contractor.

Z. Venue: The parties agree that venue for any action related to performance of this contract shall be in the City and County of Denver, Colorado.

AA. Understanding of the Parties:

1. Complete Understanding: This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the State Fiscal Rules. Descriptive headings as used herein are for convenience and shall not control or affect the meaning or construction of any provision of this contract.
2. Severability: To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.
3. Benefit and Right of Action: Except as herein specifically provided otherwise, it is expressly understood and agreed that this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. All rights of action relating to enforcement of the terms and conditions shall be strictly reserved to the State and the named Contractor. Nothing contained in this agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Contractor that any such person or entity, other than the State or the Contractor, receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.
4. Waiver: The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.
5. Survival: The State and the Contractor's obligations under this contract shall survive following termination or expiration to the extent necessary to give effect to the intent and understanding of the parties.
6. Subcontracting: Except as herein specifically provided otherwise, the duties and obligations of the Contractor arising hereunder cannot be assigned, delegated, subgranted or subcontracted except with the express prior written consent of the State. The subgrants and subcontracts permitted by the State shall be subject to the requirements of this contract. The Contractor is responsible for all subcontracting arrangements, delivery of services, and performance of any subgrantor or subcontractor. The Contractor warrants and agrees that any subgrant or subcontract, resulting from its performance under the terms and conditions of this contract, shall include a provision that the said subgrantor or subcontractor shall abide by the terms and conditions hereof. Also, the Contractor warrants and agrees that all subgrants or subcontracts shall include a provision that the subgrantor or subcontractor shall indemnify and hold harmless the State. The subgrantors or subcontractors must be certified to work on any equipment for which their services are obtained.

BB. Holdover: In the event that the State desires to continue the services provided for in this Contract and a replacement contract has not been fully executed by the expiration date of the Contract, this Contract may be extended unilaterally by the State for a period of up to two (2) months upon written notice to the Contractor under the same terms and conditions of the original Contract including, but not limited to, prices, rates, and service delivery requirements. However, this extension terminates when the replacement contract becomes effective when signed by the State Controller or an authorized delegate.

CC. Health Insurance Portability & Accountability Act of 1996 ("HIPAA"). 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). If applicable to this Contract, attached and incorporated herein by reference and agreed to by the parties is a HIPAA Business Associate 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.

DD. Colorado Department of Human Services (CDHS) Fraud Policy. The CDHS Fraud Policy addresses the need for effective and consistent measures for preventing, detecting, and deterring fraud. The relevant parties discussed in the policy include CDHS employees, CDHS management, CDHS appointees, and community partners, including contractors, grantees, vendors, and other sub-recipients. CDHS employees, clients, and community partners will all benefit from an effective fraud prevention, detection, and deterrence policy because fraud can damage the reputation and public trust of CDHS.

All appointees and employees of the CDHS must comply with the standards of conduct set forth in Title 24, Article 18 of the Colorado Revised Statutes, known as the Code of Ethics, including exposing corruption or impropriety in government, whenever discovered. The CDHS Fraud Policy outlines how the CDHS employees and community partners should report fraud and how fraud will be investigated once it is reported.

The full text of the CDHS Fraud Policy, which Contractor hereby agrees to be subject to and abide by, can be found on the CDHS Fraud Policy and Training web page at: http://www.colorado.gov/cs/Satellite/CDHS-Emp/CBON/1251610724004.

EE. Performance Outside the State of Colorado and/or the United States: Not applicable if Contract Funds include any federal funds] Following the Effective Date, Contractor shall provide written notice to the State, in accordance with General Provision E. (Notices and Representatives), within 20 days of the earlier to occur of Contractor's decision to perform, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this requirement shall be posted on the Colorado Department of Personnel & Administration's website. Knowing failure by Contractor to provide notice to the State under this requirement shall constitute a material breach of this Contract

EF. C-Stat - Performance Based Program Analysis and Management Strategy (C-Stat Strategy): For the sole purpose of providing support to the State's internal C-Stat Strategy, the parties understand and agree that upon request from the State, and without any additional cost to the State, the Contractor shall collect, maintain, and provide to the State certain contract performance data determined by the State during the term hereof to assist the State to measure and assess the programmatic effectiveness of the Contractor's performance hereunder, all in support of the State's internal continuous quality improvement working towards positive outcomes and managing its performance for the betterment of all Colorado residents.

The parties understand and agree that the exercise of the requirements of this provision shall not be used by the State to effect unilateral changes to the performance requirements of the Contractor hereunder.

SPECIAL PROVISIONS

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

1. **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.

2. **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.

3. **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.

4. **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.

5. **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.

6. **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.

7. **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 contact or incorporated herein by reference shall be null and void.

8. **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.

9. **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.

10. 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.

11. 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.

12. 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.

Revised 1-1-09

Contract Routing Number 15IHA 68670

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 **Montrose County Department of Health and Human Services** By: David White Title: Chair, Montrose County BOCC David L White *Signature Date: May 14, 2014	**STATE OF COLORADO** **John W. Hickenlooper, GOVERNOR** Department of Human Services Reggie Bicha, Executive Director By: Nikki Hatch Deputy Executive Director of Operations Date: 5.21.14
2nd Contractor Signature if Needed By: Name of Authorized Individual Title: Official Title of Authorized Individual *Signature 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: Clint Woodruff

Clint Woodruff / Valri Gimple

Date: 6/4/14

STATEMENT OF WORK

These provisions are to be read and interpreted in conjunction with the provisions of the Amendment specified above.

I. Project Description:

In order to implement the Nurse Home Visitor Program (NHVP) efficiently and effectively and to promote the successful partnerships between state public entities and the private sector, responsibility for the program is divided between the Colorado Department of Human Services, which is responsible for financial administration of the program, and the Regents of University of Colorado, a body corporate, for and on behalf of the University of Colorado Denver (UCD) located at the Anschutz Medical Campus which is responsible for programmatic, clinical and technical support, monitoring and evaluation, including data collection, for the program. It is the intent of the general assembly that the state department and the health sciences facility work collaboratively to share information in order to promote efficient and effective program implementation; however, neither entity is responsible for the other entity's statutorily prescribed duties.

II. Performance Requirements/Deliverables:

1. The Contractor, in accordance with the terms and conditions of the Contract and this Exhibit, shall perform and complete, in a timely and satisfactory manner, all activities and services related to the fiscal management of the Colorado Nurse Home Visitor Program as set forth in CRS 26-6.4-107.2(a.5). The fiscal management provided by the contractor for the program must be deemed by the State to be acceptable and in good faith. For fiscal management to be "acceptable" it must comply with all, but not limited to, the items listed below, which are incorporated and made part hereof by reference. Links to all said documents are located at: http://www.coloradoofficeofearlychildhood.com/#!nurse-home-visitor-program/c1hey

   - Colorado Nurse Home Visitor Program Act, as described in § 26-6.4.101, C.R.S.
   - Colorado Nurse Home Visitor Program Fiscal Compliance Requirements

   - Rules Concerning the Nurse Home Visitor Program
   - Nurse Home Visitor Program Targeted Case Management Medicaid Billing Manual

2. The Contractor shall submit the following report, when requested . These documents are located at the link shown above.

   - Year-to-Date Expenditure/Mid-Year Projections Report

3. The Contractor shall complete in a satisfactory manner and by the indicated date, all activities stated in the Areas Requiring Performance Improvement Plan or Funding Conditions in the NHVP Application Review Summary which is incorporated and made part hereof by reference (see Exhibit F).

4. The Contractor shall participate in meetings or trainings as requested by the State, including attendance by the Contractor's Nurse Supervisor and fiscal staff at the NHVP grantee workshop; and the Contractor must cover all costs as applicable.

5. The Contractor shall provide the nurse home visitor services in accordance with the grantee application and the FY2015 Budget, **Exhibit B**.

6. Funding adjustments may be executed during the term of this Contract in accordance with Additional Provisions, **Exhibit C**. Grant awards are made using NHVP funding and Medicaid reimbursement estimates. The total amount of funding for the term of this Contract may not exceed the Total Amount Requested from the CDHS as provided in the attached Budget, **Exhibit B**. If the Contractor draws more Medicaid funding, the State will reduce the NHVP funding. Unless otherwise approved, overages of Medicaid funding in one fiscal year are reconciled in the subsequent fiscal year. If the contractor draws less Medicaid funding the

state may increase the NHVP funding, if funding is available, during the Mid-Year Budget Projections process. Medicaid income generated from Nurse Home Visitor Program services shall be spent on the Nurse Home Visitor Program.

7. Contractor shall submit Medicaid reimbursement requests for all eligible clients. Department of Health Care Policy and Financing (HCPF) oversees the submission of Medicaid reimbursement requests for compliance with HCPF procedures and the Medicaid Billing Manual. The Medicaid Billing Manual can be accessed at the link shown under Item 1.

8. Contractor shall refer families participating in any and all programs in its agency such as the Special Supplemental Program for Women, Infants and Children (WIC), Early and Periodic Screening, Diagnosis and Treatment (EPSDT), Immunization Clinics, Health Care Program for Children with Special Health Care Needs (HCP), Prenatal Plus (PNP), etc. to appropriate enabling and direct care service programs in the community. Contractor shall provide all pregnant women in need of resources for prenatal medical care information about programs such as WIC, PNP, etc. as needed; provide all individuals seeking reproductive health services with information about pregnancy planning, preconception health, the consequences of unintended pregnancies, and referrals to comprehensive family planning services; and shall ensure that all children ages birth through two years who may be eligible for early intervention services are referred to Early Intervention Colorado.

9. Contractor shall notify the State within thirty (30) days of a change of the NHVP Nurse Coordinator/Supervisor or fiscal staff and shall require any new NHVP Nurse Coordinator/Supervisor and fiscal staff working on NHVP services to participate in Fiscal Orientation within forty-five (45) days of employment.

10. In order to fulfill model requirements as an implementation site for the Nurse Family Partnership home visiting program, Contractor shall comply with all elements of the FY 2014-2015 Nurse Home Visitor Program Non-Competing Continuation Application Review Summary which is incorporated and made a part of this contract as **Exhibit F**.

III. Monitoring:

The monitoring of this contract for compliance with fiscal performance requirements is based in part on a fiscal risk assessment conducted prior to contracting, contractor fiscal and programmatic performance during the contract period and contractor compliance with contractual terms and conditions during the contract period. Monitoring will be conducted by the *Program Manager(State Representative)* and methods used will include review of documentation reflective of performance, including reimbursement requests and other documentation as applicable. The contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

IV. Resolution of Non-Compliance:

The Contractor will be notified in writing within 30 calendar days of discovery of a compliance issue. Within 45 calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the *Program Manager* (State Representative) and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the Remedies section of the General Provisions of this contract.

V. Option to Extend the Term of the Contract:

- The State may require continued performance for a period of 4 (four) additional one-year periods at the same rates and same terms specified in the Contract. If the State exercises the option, it will provide written notice to Contractor at least 30 days prior to the end of the current contract term in a form substantially equivalent to **Exhibit E**. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original contract. The total duration of this Contract, including any options under this clause, shall not exceed 5 (five) years.

- The State may increase or decrease the quantity of goods/services described in section/schedule/exhibit based upon the rates established in the Contract. If the State exercises the option, it will provide written notice to Contractor as least 30 days prior to the end of the current contract term in a form substantially equivalent to **Exhibit E**. Delivery/performance of the goods/service 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.

VI. Performance Measures and Monitoring

1. Fiscal performance monitoring by the State for this contract includes without limitation using the following criteria:

- Contractor maintains a caseload commensurate with funding allocation throughout the contract period
- Contractor's Medicaid revenue will be commensurate with the estimate in the approved budget
- Contractor's cost reimbursement requests will be submitted on time (within 60 days of the last day of the month for which you are requesting reimbursement) and will be accurate (line items in the reimbursement request will align with line items in your approved budget).

NHVP FY2014-15 Proposed Budget

FOR THE PERIOD:	July 1, 2014 - June 30, 2015
APPLICANT:	Montrose County Health and Human Services
FUNDED CASELOAD:	75
COUNTIES SERVED:	Montrose, Delta, Gunnison, Ouray, and limited San Miguel

Enter whole amounts only/Do not create new formulas

					July 1, 2013 to June 30, 2014			TOTAL CDHS FY14-15 CONTRACT BUDGET (B+C)	TOTAL AGENCY FY14-15 NHVP BUDGET (A+B+C)
					A. Other Sources of Funding	B. Medicaid Estimate	C. CDHS Funding (NHVP)	(B + C) Medicaid Estimate & CDHS Funding (NHVP)	(A + B + C)
PERSONNEL COSTS (Detail Expenses)	Base Salary (Annual)	Fringe Benefits	Total	% Effort (All Funding Sources)					
Personnel Services (Title and Name)		at 28%							
Shella Olson, Nurse Home Visitor 1.0 FTE	$61,547	$17,233	$78,780	100.00		$44,940	$33,840	$78,780	$78,780
Kim Cook, Nurse Home Visitor .75 FTE	$60,873.00	$17,044.00	$77,917	0.75			$54,542	$54,542	$54,542
Theresa Frick, Nurse Home Visitor .75 FTE	$64,179.00	$17,970.00	$82,149	0.75			$61,611	$61,611	$61,611
			$0					$0	$0
Terry Balet, Supervisor .7 FTE	$65,77[illegible].00	$18,416.00	$84,186	0.70			$58,930	$58,930	$58,930
			$0					$0	$0
Veronica Martinez-Erie, administrative support,	$32,397.00	$9,071.00	$41,468	0.60			$24,881	$24,881	$24,881
data entry, Medicaid billing			$0					$0	$0
			$0					$0	$0
			$0					$0	$0
			$0					$0	$0
			$0					$0	$0
			$0					$0	$0
			$0					$0	$0
			$0					$0	$0
			$0					$0	$0
			$0					$0	$0
			$0					$0	$0
				1. TOTAL PERSONNEL COSTS	$0	$44,940	$233,804	$278,744	$278,744
OPERATING (Detail Expenses)									
Office Operating Expenses (i.e. misc., supplies, pens, etc.)							$2,826	$2,826	$2,826
Client Support Materials 63 clients in Montrose/Ouray/Delta/SM @50/client							$3,150	$3,150	$3,150
Printing & Publications, PC cartridges, copier lease							$2,532	$2,532	$2,532
Postal & Shipping Services							$163	$163	$163
Communications (i.e. local, long distance, cellular and network service)							$2,157	$2,157	$2,157
Outside services Maternal and Early Childhood mental health consulting and client services							3960	$3,960	$3,960
								$0	$0
								$0	$0
								$0	$0
								$0	$0
				2. TOTAL OPERATING	$0	$0	$14,788	$14,788	$14,788
Training and Technical Assistance		Fee	#	Total Cost					
Nurse Initial Education Tuition	Per NHV	$4,069						$0	$0
Supervisor Initial Education Tuition	Per Sup	$4,803		$0				$0	$0
Administrator Orientation	Per Administrator	$480		$0				$0	$0
Supervisor Expansion/Replacement Fee		$2,764		$0				$0	$0
Nurse Education Materials (New Supervisor/RN ONLY)	Per NHV & Sup	$517		$0				$0	$0
DANCE Education	Per NHV & Sup	$595		$0				$0	$0
DANCE Licensing	Per NHV & Sup	$55	5	$275			$275	$275	$275
Program Support Fee	Per Sup	$7,046		$0			$7,046	$7,046	$7,046
Professional Development X 4 NHV based in Montrose	Per Nurse	$600		$0			$2,400	$2,400	$2,400
Nurse Consultation	1st Supervisor	$2,534		$0			$2,534	$2,534	$2,534
Nurse Consultation	Per add. Supervisor	$1,520		$0				$0	$0
				$0				$0	$0
				3. TOTAL TRAINING and TECHNICAL ASSISTANCE	$0	$0	$12,255	$12,255	$12,255

NHVP FY2014-15 Proposed Budget

FOR THE PERIOD:	July 1, 2014 - June 30, 2015
APPLICANT:	Montrose County Health and Human Services
FUNDED CASELOAD:	75
COUNTIES SERVED:	Montrose, Delta, Gunnison, Ouray, and limited San Miguel

Enter whole amounts only/Do not create new formulas

	July 1, 2013 to June 30, 2014			TOTAL CDHS FY14-15 CONTRACT BUDGET (B+C)	TOTAL AGENCY FY14-15 NHVP BUDGET (A+B+C)
	A. Other Sources of Funding	B. Medicaid Estimate	C. CDHS Funding (NHVP)	(B + C) Medicaid Estimate & CDHS Funding (NHVP)	(A + B + C)
Equipment					
				$0	$0
5 replacement SECA infant weight and length scales with cases @684 (nurse X 4 plus supervisor)			$3,420	$3,420	$3,420
				$0	$0
				$0	$0
4. TOTAL EQUIPMENT	$0	$0	$3,420	$3,420	$3,420
TRAVEL (Detail Expenses)					
Total Mileage - County does not split out			$9,533	$9,533	$9,533
NFP Training , educational, and Meeting Travel (Supervisors meeting Nurses)			$2,026	$2,026	$2,026
Other Travel				$0	$0
County vehicle charges - fleet and allocated accrued replacement cost			$1,191	$1,191	$1,191
				$0	$0
5. TOTAL TRAVEL	$0	$0	$12,750	$12,750	$12,750
OTHER COSTS (Detail Other Program Costs)					
Gunnison County NFP program costs - nurse + prof dev + operating			44359	$44,359	$44,359
				$0	$0
				$0	$0
6. TOTAL OTHER COSTS	$0	$0	$44,359	$44,359	$44,359
TOTAL DIRECT PROGRAM COSTS (Add budget categories 1-6)	$0	$44,940	$321,376	$366,316	$366,316
ADMINSTRATIVE COSTS (Detail Administrative Costs) OR **Indirect (if applicable)**					
Administrative Personnel Services (i.e. accting, admin, HR) time allocated by clerical accounting to program			$2,348	$2,348	$2,348
County administrative allocated service charge (per MUNIS based on County projections HR, admin, payroll, etc)	$37,041			$0	$37,041
Program rent and maintenance per County budget			$16,277	$16,277	$16,277
Gunnison County Indirect costs	$3,453			$0	$3,453
				$0	$0
				$0	$0
				$0	$0
OR				$0	$0
				$0	$0
Indirect Rate at ____%				$0	$0
				$0	$0
				$0	$0
				$0	$0
				$0	$0
				$0	$0
				$0	$0
TOTAL ADMINISTRATIVE COSTS	$40,494	$0	$18,625	$18,625	$59,119
TOTAL PROGRAM COSTS (Direct Program + Administrative Costs)	$40,494	$44,940	$340,001	$384,941	$425,435

Specify "OTHER SOURCES" (cash or in-kind) from the column A. above	
Medicaid from FY 10/12 to FY11/13 that needs to be spent on program	$0.00
Montrose County in-kind	$37,041.00
Gunnison County in-kind	$3,453.00
Total Other Sources	$40,494.00

FY14-15 Non-Competitive Continuation Budget Proposal Narrative
FY2014-15 BUDGET NARRATIVE
Budget Period: July 1, 2014 – June 30, 2015

PERSONNEL: $ 233,804

(Do not complete this section unless needed to provide information or a calculation not included in the Budget template)

Please note in this site the supervisor is a 0.7 position for 4 NHVs. In Region 10 the supervisor is responsible for nurse supervision and program fidelity, and is additionally the person responsible for program administration and fiscal oversight. She also traditionally serves 2-3 clients in order to develop and maintain skills and enhance understanding of nurse home visitor concerns and role. These skills and intimate program delivery knowledge support client caseload and allow the supervisor to assist nurses on a temporary basis during absent times when specific clients need visits. For instance, if a nurse is on a scheduled vacation and one of her clients has a newborn, our site prioritizes the early visits to that client. The supervisor will do visits if other nurses are unable to cover the absence. This position has been funded at the current FTE level since 2012. Please additionally note the administrative support person is a 0.6 FTE rather than 0.5 FTE because her role includes Medicaid billing as well as data entry and other administrative support. It has been funded at this level since 2011. This figure requested does not include expected Medicaid revenue, which has been allocated toward salaries. Please refer to Budget.

OPERATING EXPENSES: $ 14,788

All costs should be itemized within this category by major types (Office Supplies; Client Support Materials, Printing & Publications; Postal & Shipping; Communications; Medical Supplies; Outside Services). The basis for cost computations should be shown (ie "x" dollars per month for Office Supplies; "y" dollars per person for Training Materials; Communications – Cell Phone long distance at "z" dollars per month times # staff, etc.).

Office supplies are based on actual costs for a prior year when caseload was full, plus 5% for actual/potential cost increases since then; these are not calculated on a monthly basis, but average 235.50 per month X 12 = $2826. Client support materials are based on $50 per client X 63 Montrose/Ouray/Delta clients (excludes 1/2 caseload in Gunnison, which is under "Other Costs") = $3150. Printing and Publications is based on current year (YTD and projected) + 5% and is expected to average $211/month X 12 = $2532. This may be expected to decrease if the site purchases tablet computers (see equipment). Postal and shipping has been calculated using current year but revised downward by $25 from originally projected due to emailing the annual application rather than overnight shipping, yielding a figure of $150 Communications is based on current cost of $19.30/mo for County Internet X 12 plus 103.48/month for cell phones for 2 nurses (others have chosen to use their own phones) plus an average of $57/month per County MUNIS report for local and long distance charges, equal to a total of $2157 . Outside services- maternal and early childhood mental health consulting and services: Region 10 has discussed provision of services with 3 regional therapists in Montrose and Delta counties, who are willing to provide mental health consultation about clients to staff, attend case conferences on an as-needed basis, and see clients who do not have other resources, at a reduced rate of $55.00 per hour (typical local Child Welfare rate) We would like to budget 6 hours per month @ $55 x 12 months for a total of $3960 for this purpose. Our nurse plus client combined use may not rise to this level. Gunnison states that they do not lack resources for clients at this time Our Gunnison nurse will able to access the Montrose and Delta County therapists as needed

EQUIPMENT: $ 3,420

All costs should be itemized within this category by major types , as above (Computers, Cell Phones, Tablets, etc.) .

Infant scales are more than 10 years old and need replacing 5 replacement SECA infant weight and length scales with cases @684 (nurse X 4 plus supervisor)

TRAINING AND TECHNICAL ASSISTANCE: $ 12,225

(Do not complete this section unless needed to provide information or a calculation not included in the Budget template)

TRAVEL: $ 12,750

All costs should be itemized with this category by major types (Visit Outreach Mileage, Training and Meeting Travel, etc.). The basis for cost computations should be shown (4 nurse home visitors X average 500 miles/month/nurse x 12 months = x).

Total mileage (County does not split out) is based on a previous year full caseload @ 9270, and increased slightly for inflation for a total $9533, Training, education, and meeting travel to include Nurse Supervisor Meeting in Spring 2015 with airfare @ $500 plus hotel x 3 nites @ $120 plus meals per County policy at max of $42/day plus airport transportation @$40 totals $1026; additionally we are requesting $1000 for travel for nurse education conferences which are out of the region for a total of $2026 in expenses related to nurse/supervisor education. Our region 10 site tries to offer one or two nurses per year an educational opportunity which is not locally available; due to our rural nature, travel cost can be significant. County vehicle fees are as budgeted and charged to the NHVP in the County MUNIS accounting system for use of County cars for group travel (such as to staff meetings in Gunnison) and based on actual use = $1191

OTHER: $ 44,359

All costs should be itemized within this category by major types (e.g., Contractual Staff)

Other costs: provision of NHVP services in Gunnison County by one 0.5 FTE nurse serving a half caseload of 12-13 clients; cost based on actual salary including any anticipated COLA and merit increases, with .28 benefits for a total of $38,435; professional development @ $600; all operating including office expenses, travel, and client support materials $5,324 with full caseload based on historical use; total of $44,359

ADMINISTRATIVE COSTS or INDIRECT: $ 18,625

Administrative Costs: Itemize details for each direct administrative cost using the categories listed on the budget.
Indirect Rate: Itemize details used to calculate the indirect rate

Note Indirect Rate Caps for FY14-15:

- *Indirect cap at 25% on Total Direct Costs of the program or at 27% of total Salaries & Fringe combined if the agency had no Indirect Rate Agreement with CDPHE prior to the transfer to CDHS*
- *If agency's last Indirect Rate Agreement with CDPHE prior to the transfer to CDHS is lower than 25% on Total Direct Cost or 27% on Salaries & Fringe, use the lower indirect rate.*
- *If last Indirect Rate Agreement with CDPHE prior to the transfer to CDHS is higher than 25% on Total Direct Cost or 27% on Salaries & Fringe, use the indirect cap.*

We are not using an indirect rate. We are using actual costs $2348 is budgeted for clerical time actually spent by other department clerical staff (e.g. payroll) and is based on MUNIS County accounting system YTD A recent cost analysis resulted in charges by the County of $16,277 to the Region 10 NHVP for maintenance, and we are requesting reimbursement for this. We are not requesting reimbursement for $37,041 in administrative fees allocated to the program by Montrose County per the cost analysis, nor for Gunnison County's administrative charges of $3,453 (10% of salary plus IT fees); Gunnison County's in-kind contribution was inadvertently left off of the cover sheet signed by the BOCC Chair, so two cover sheets have been submitted Total requested indirect amounts to only 5% of program direct costs Montrose and Gunnison are contributing an amount equivalent to 10.9% of direct cost. The total budget requested represents an increase of 8.2% over previous year. However, the direct program costs have only increased by 2.6% of current year original budget (and <2% of current mid-year approved). The rest of the increase is due to the request that the State reimburse for program rent/maintenance charges since other administrative charges to the program from the County increased by 175% this year

ADDITIONAL PROVISIONS

These provisions are to be read and interpreted in conjunction with the provisions of the original contract and made a part thereof.

1. This Contract contains state funds.

2. To receive compensation under this Contract, the Contractor shall submit a signed monthly Contract Reimbursement Statement in a format acceptable to the State. "Other Funding Sources," if any, shall be included on all Contract Reimbursement Statements as required. The Contract Reimbursement Statement must be submitted within sixty (60) calendar days of the end of the billing period for which services were rendered. Expenditures shall be in accordance with the Statement of Work attached hereto as Exhibit A and incorporated herein and the associated Budget attached hereto as Exhibit B and incorporated herein.

   To be considered for payment, billings for payments pursuant to this Contract must be received within a reasonable time after the period for which payment is requested, but in no event no later than sixty (60) calendar days after the relevant performance period has passed. Final billings under this Contract must be received by the State within a reasonable time after the expiration or termination of this Contract; but in no event no later than sixty (60) calendar days from the effective expiration or termination date of this Contract.

   The Contractor shall not use state funds to satisfy federal cost sharing and matching requirements unless approved in writing by the State.

3. Time Limit For Acceptance Of Deliverables.

   a. Evaluation Period. The State shall have thirty (30) calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.

   b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within thirty (30) calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.

   c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed ten (10) calendar days, to correct the noted deficiencies. If the Contractor fails to correct such deficiencies within ten (10) calendar days, the Contractor shall be in default of its obligations under this Contract and the State, at its 9ption, may elect to terminate this Contract or the Contract and all Contracts entered into pursuant to the Contract.

4. Contractor shall request prior approval in writing from the State for all modifications to the Statement of Work/Work Plan or for any modification to direct costs in excess of ten percent (10%) of the total budget for direct costs. Contractor shall submit a Budget Revision Request Form to request prior approval for all budget modifications in excess of ten percent (10%) of the total budget for direct costs. The Budget Revision Request Form is is located at http://www.coloradoofficeofearlychildhood.com/#Inurse-home-visitor-program/c1hey under the Fiscal Resources for Contractors tab. Any request for a modification to the Budget in excess of ten percent (10%) of the total budget for direct costs shall be submitted to the State at least 90 days prior to the end of the contract period.

5. Notwithstanding the terms contained in General Provisions of the Contract, Section K, *Rights in Data, Documents and Computer Software or Other Intellectual Property,* unless otherwise provided for, all data collected or produced or derived exclusively from the Contractor's or subcontractor's work under this Contract shall remain the sole property of the State, whether in individual, aggregate, identified or de-identified form or any other form required by the State. To facilitate follow-up, research, surveillance and evaluation, any such data collected, used or acquired shall be made available in any form required by the State, to the State and any other entity designated by the State.

   Any such data collected, used or acquired shall be used solely for the purposes of this Contract. The Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell, or otherwise make known any such data to unauthorized persons without the express prior written consent of the State or as otherwise required by law. This includes a prior written request by the Contractor to the State for submission of abstracts or reports to conferences, which utilize data collected under this Contract.

   Notwithstanding the foregoing, the Contractor shall be entitled to retain a set of any such data collected or work papers necessary to perform its duties under this Contract and in accordance with professional standards.

6. Notwithstanding the terms contained in *General Provisions* of the Contract, Section K, *Rights in Data, Documents and Computer Software or Other Intellectual Property,* or Section 23.i, *General Provisions, Media or Public Announcements,* the State of Colorado shall be the owner of all printed materials, graphic representations, educational materials, audio-visual products, or any other media, in whatever form, created under this Contract. This requirement applies, but is not limited to, any brochure, flyer, presentation, billboard, radio spot, website, banner advertisement. The State reserves the right to require logos, or other wording on any material, representation, product or other media form created under this Contract.

   Any material, representation, product or other media form that will use the State's or logo or information must be approved by the State prior to production and distribution. A minimum of ten (10) business days is required for the review and approval process.

7. Notwithstanding the terms contained in the *General Provisions* of the Contract, Section P, *Conformance with Law,* the Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended, which states that "no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program actively receiving Federal financial assistance." The Office for Civil Rights has established that it is the responsibility of any program that is a recipient of federal funds to ensure that any Limited English Proficient (LEP) person or beneficiary have meaningful access to programs, services and information. The Contractor and contract personnel shall adopt and implement policies and procedures in which reasonable steps are taken to provide language assistance in order to

ensure equal access to LEP persons or beneficiaries. The Contractor and contract personnel shall advise LEP individuals that language assistance will be provided at no cost to the LEP person or beneficiary.

8 Contractor agrees to provide services to all Program participants and employees in a smoke-free environment in accordance with Public Law 103-227, also known as "the Pro-Children Act of 1994", (Act). Public Law 103-227 requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where Women, Infants and Children (WIC) coupons are redeemed. Failure to comply with the provision of Public Law 103-227 may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. By signing this Contract, Contractor certifies that Contractor shall comply with the requirements of the Act and shall not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. Contractor agrees that it shall require the language of the Act be included in any subcontracts which contain provisions for children's services and
that all subcontractors shall sign and agree accordingly.

9.0 Notwithstanding the terms contained in the *General Provisions* of the Contract, Section K, *Rights in Data, Documents and Computer Software or Other Intellectual Property,* the Contractor shall protect the confidentiality of all applicant or recipient records and other materials that are maintained in accordance with this Contract.

Except for purposes directly connected with the administration of this Contract, no information about or obtained from any applicant or recipient shall be disclosed in a form identifiable with the applicant or recipient without the prior written consent of the applicant or recipient, or the parent or legal guardian of a minor applicant or recipient with the exception of information protected by Colorado Statute as it applies to confidentiality for adolescent services in which case the adolescent minor and not the parent or legal guardian must provide consent or as otherwise properly ordered by a court of competent jurisdiction.
Contractor shall have written policies governing access, duplication, and dissemination of all such information. Contractor shall advise its employees, agents, servants, and any subcontractors that they are subject to these confidentiality requirements.

10. The State shall be the owner of all equipment as defined by Federal Accounting Standards Advisory Board (FASAB) Generally Accepted Accounting Principles (GAAP) purchased under this Contract. At the end of the term of this Contract, the State shall approve the disposition of all equipment.

11. The Contractor shall not use funds provided under this Contract for the purpose of lobbying as defined in Colorado Revised Statutes (C.R. S.) 24-6-301 (3.5)(a).

12. The State may increase or decrease funds available under this Contract using an Option Letter substantially equivalent to Exhibit E. The Option Letter is not valid until it has been approved by the State Controller or designee.

Exhibit D

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") is a part of the Contract dated 04/30/2014 effective upon approval by the State Controller or designee or on 07/01/2014, whichever is later. The contract shall end 6/30/2015 between the Department of Human Services, Division of Early Childhood and Montrose County Department of Health and Human Services, contract number 15 IHA 68670. For purposes of this Addendum, the State is referred to as "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 written 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 accepts full responsibility for any penalties incurred as a result of Associate's breach of the HIPAA Rules.

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 two (2) 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 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. If Associate maintains Protected Information contained within CE's Designated Record Set, 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(d) 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. Notice of Privacy Practices. Associate shall be responsible for reviewing CE's Notice of Privacy Practices, available on CE's external website, to determine any requirements applicable to Associate per this Contract.

o. 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 PHI 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.

p. 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.

q. 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 pursuant to the Contract, in accordance with the standards and requirements of the HIPAA Rules.

r. 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 Protect 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 the 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.

(3) Compensation. Payment for completed supplies delivered and accepted by CE shall be at the Contract price. In the event of a material breach under paragraph 4a, CE may withhold amounts due Associate as CE deems necessary to protect CE against loss from third party claims of improper use or disclosure and to reimburse CE for the excess costs incurred in procuring similar goods and services elsewhere.

(4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.

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 and does not terminate this Contract pursuant to Section 4(a), 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 either (i) terminate the Contract, if feasible or (ii) if termination of this Contract is not feasible, CE shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services. 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. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of the HIPAA Rules or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of the HIPAA Rules or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. 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 PHI, Associate shall certify in writing to CE that such PHI 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 Contractor 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 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, 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 supercedes 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(d) ("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.

15. Representatives and Notice.

a. Representatives. For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.

b. Notices. All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the addresses set forth below.

State/Covered Entity Representative:

Name: Mary Martin, MSW, LCSW
Title: Home Visit Program Manager
Department and Division: CDHS- Office of Early Childhood
Address: 1575 Sherman Street, First Floor
Denver, CO 80203

Contractor/Business Associate Representative:

Name: David White David L. White
Title: Chair, Montrose County BOCC
Department and Division: Montrose County Dept. of Health and Human Svcs.
Address: 1845 S. Townsend
Montrose, CO 81401

ATTACHMENT A

This Attachment sets forth additional terms to the HIPAA Business Associate Addendum, which is part of the Contract dated 07/01/14, between Colorado Department of Human Services and Montrose County Department of Health and Human Services, contract number 15 IHA 68670 ("Contract") and is effective as of 07/01/14 (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: None except as otherwise directed in writing by the State

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:
None except as otherwise directed in writing by the State.

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:
None except as otherwise directed in writing by the State.

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 PHI upon such receipt:
Upon effective date of contract

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: As may be directed in writing by the State.

6. Additional Terms. *[This section may include specifications for disclosure format, method of transmission, use of an intermediary, use of digital signatures or PKI, authentication, additional security of privacy specifications, de-identification or re-identification of data and other additional terms.]*

None

SAMPLE OPTION LETTER

EXHIBIT E

Date:	State Fiscal Year:	Option Letter No.	CMS Routing #

1) **OPTIONS:**
   a. Option to renew only *(for an additional term)*
   b. .Level of service change within current term
   c. Level of service change in conjunction with renewal for additional term

2) **REQUIRED PROVISIONS.**
   a. For use with Options 1(a-e): In accordance with Section(s) of the Original Contract routing number between the State of Colorado, Department of Human Services, 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 all Options: 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.

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR
Department of Human Services
Reggie Bicha, Executive Director

By: Mary Anne Snyder, Director, Office of Early Childhood

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: _____

Date: _____

Effective Date: 1/6/09-Rev 8/25/09

FY 2014-2015 NHVP Continuation Application Review Summary
by the
Nurse-Family Partnership National Service Office, Invest in Kids and Colorado Department of Human Services – Office of Early Childhood

Montrose County Health and Human Services / Region 10

Continuation Funding:

NHVP Amount: $340,001

Medicaid Estimate: $44,940

Counties: Montrose, Gunnison, Delta, Ouray, San Miguel

Caseload: 75

Contractor shall comply with all elements of the *FY 2014-2015 Nurse Home Visitor Program Non-Competing Continuation Application Review Summary* below to operate in compliance with the terms of this contract and to fulfill model requirements as an implementation site for the Nurse Family Partnership home visiting program.

---

1. Overall Strengths:

- Nice planning to overlap and mentor new supervisor. Glad that supervisor will still be on team.
- Good explanation and understanding of site characteristics affecting time spent in domains.

2. Areas Recommended for Enhancement & Continued Focus:

- For Element 7 (retention in all phases) suggest:
  1. Review referral information and client contact information to try to get as many pieces of contact info as possible. Ask at every visit if contact info is changed or if there are additions (cell numbers of friends, family who client always maintains contact with, email if applicable) in order to facilitate RNs' ease of locating clients.
  2. Increase focus on teaming up with other providers of prenatal care, pediatric care, etc. Perhaps send letters regarding client's participation in NFP as reminder. Work with providers to help keep clients engaged in NFP by highlighting the partnership toward reaching common goals.
  3. Offer a retention intervention in each phase as an alternative to leaving program if/when a nurse detects early disengagement cues.
- Use Joint Visit Observation as an opportunity to discuss time spent in domain after observing a home visit and auditing charting.
- Enter "0" for previous live birth on maternal health assessment when enrolling a postpartum client.
- Review transition plans with your Nurse Consultant.

3. Areas Requiring Performance Improvement Plan: N/A

4. Funding Conditions: N/A

5. Fiscal Review: Invoices should accurately reflect the approved budget in your contract. All expenses in the invoice should be easy to identify as part of your approved budget.

6. The following Assurances: Signed by contractor as part of the FY2014-15 Nurse Home Visitor Program Non-Competing Continuation Application, are hereby incorporated as requirements for continued funding:

- Assurance of Intention to Meet Program Requirements
- Assurance of Intention to be an Active Medicaid Provider
- Assurance of Intention to Follow Caseload Guidelines

EXHIBIT B

CONTRACT AMENDMENT #5

SIGNATURE AND COVER PAGE

State Agency State of Colorado for the use & benefit of the Department of Human Services Office of Early Childhood 1575 Sherman Street, 1st Floor Denver, CO 80203	**Original Contract Number** 15 IHIA 68670
Contractor Montrose County Department of Health and Human Services 1845 South Townsend Avenue Montrose, CO 81401	**Amendment Contract Number** 18 IHIA 97543
Current Contract Maximum Amount Initial Term State Fiscal Year 2015 $340,036 Extension Terms State Fiscal Year 2016 $356,643 State Fiscal Year 2017 $402,802 State Fiscal Year 2018 $421,817 Total for All State Fiscal Years $1,521,298	**Contract Performance Beginning Date** July 1, 2014 **Current Contract Expiration Date** June 30, 2018

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

CONTRACTOR Montrose County Department of Health and Human Services By: Keith Caddy, Chair, Board of County Commissioners Date: 3·6·17	**STATE OF COLORADO** John W. Hickenlooper, Governor Department of Human Services Reggie Bicha, Executive Director By: Mary Anne Snyder, Director, Office of Early Childhood Date: 04/13/17

In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Clint Woodruff / Valri Gimple

Amendment Effective Date: 6/8/2017

1. PARTIES

This Amendment (the "Amendment") to the Original Contract shown on the Signature and Cover Page for this Amendment (the "Contract") is entered into by and between the Contractor, and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or **July 1, 2017**, whichever is later and shall terminate on the termination of the Contract.

4. PURPOSE

The Parties entered into the Contract for/to provide trained visiting nurses to help educate mothers on the importance of nutrition and avoiding alcohol and drugs, including nicotine, and to assist and educate mothers in providing general care for their children. This amendment will extend the contract term for FY18, increase funds by $421,817 for services to be provided in FY18, and amends Exhibit B.

5. MODIFICATIONS

The Contract and all prior amendments thereto, (Original Contract CMS 15 IHIA 68670; Option Letter #1 CMS 15 IHIA 77081; Option Letter #2 CMS 16 IHIA 79280; Amendment #1 CMS 16 IHIA 79281; Amendment #2 CMS 16 IHIA 86788; Amendment #3 CMS 17 IHIA 88657; Amendment #4 CMS 17 IHIA 95614), are modified as follows:

A. **Extend *Contract Expiration Date* from June 30, 2017 to June 30, 2018**
The Contract Initial Contract Expiration Date on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.

B. **Increase budget by $421,817 for FY18**
   i. The "*Contract Price Not to Exceed*" of $1,054,086 is increased by $421,817 for a new "*Contract Price Not to Exceed*" amount of $1,521,298.
   ii. The Contract Maximum Amount table on the Contract's Signature and Cover Page of this Amendment is hereby added to the contract.

C. **Exhibit B – Budget**
Exhibit B – Amendment #5, which is attached and incorporated into this Amendment, is hereby added to the Original Contract.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

COLORADO
Office of Early Childhood
Department of Human Services

Colorado Department of Human Services
Office of Early Childhood
BUDGET WITH JUSTIFICATION FORM

Contractor Name	Montrose County
Budget Period	July 1, 2017 - June 30, 2018
Project Name	Nurse Home Visitor Program
Counties Served	Montrose, Delta, Gunnison, Ouray, San Miguel

Program Contact Name, Title Phone and Email	Theresa Balet, FNP 970 252 5015 tbalet@montroasecounty.net
Fiscal Contact Name, Title Phone and Email	Kevin Miller 970 252 5062 kmiller@montrosecounty.net
Funded Caseload	75

Expenditure Categories

Personnel Services - Salaried Employees

Position Title/Employee Name	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total	FY 2018 A. Other Sources of Funding	FY 2018 B. Medicaid Estimate	FY 2018 C. CDHS Funding (NHVP)
Description of Fringe:	includes worker's comp, FICA, Medicare, Unemployment, LTD, retirement and health benefits		Percent of Fringe:	Varied each staff member				
Theresa Balet, FNP Supervisor	Serves as supervisor and manages all operations for the home visiting program at this site. Also carries a case load of clients.	$68,468	$15,430	80%	$67,118	$ -	$ -	$67,118
Kimberly Cook, RN, NHV	Nurse Home Visitor who conducts home visits and coordinates schedules with families.	$60,496	$18,230	100%	$78,726	$ -	$ -	$78,726
Sheila Olson, RN, NHV	Nurse Home Visitor who conducts home visits and coordinates schedules with families.	$65,620	$18,952	100%	$84,572	$ -		$84,572
Maria Peters, RN, NHV	New nurse home visitor started in May. She will conduct home visits and coordinate schedules with families.	$22,312	$2,807	100%	$25,119			$25,119
Veronica Martinez-Erie, Administrative Assistant	Administrative assistant is responsible for interpretation for our interpretation for our Spanish speaking clients, data entry, MC billing and program support.	$35,876	$11,831	80%	$38,166	$ -	$ -	$38,166
	1. Total Personnel Services (including fringe benefits)				**$293,701**	**$ -**	**$ -**	**$ 293,701**

Supplies & Operating Expenses		FY 2018		
Name	Description of Item	A. Other Sources of Funding	B. Medicaid Estimate	C. CDHS Funding (NHVP)
Office Operating Expenses (i.e. supplies, pens, etc.)	Used to purchase materials for the program, such as pens, paper, folders, binders and other office supplies.	$ -	$ -	$2,500
Client Support Materials	includes gifts for gifts for clients and children to promote emotional & social development, safety and positive relationships.	$ -	$ -	$4,500
Printing & Publications	needed to print necessary forms and materials for program	$ -	$ -	$1,500
Postal & Shipping Services	covers costs for documents and communications to be mailed to clients or partnering sites.	$ -	$ -	$150
Communications (i.e. long distance, cellular and network service)	used to cover costs of phone services, long distance, cell services and data plan for tablets.	$ -	$ -	$2,000
Outside Services	covers costs of consultation with mental health worker when dealing with challenging clients.	$ -	$ -	$500
Required model materials (i.e. Keys to Care Giving, Beginning Rhythms, etc.)	covers costs of forms and required model materials used during home visits.	$ -	$ -	$500
Computers or laptops w/ Software	costs used to cover an update to software for medicaid billing.	$ -	$ -	$500
Rent, Maintenance, Utilities (if not included in indirect rate)	costs to cover NFP space in HHS building.	$ -	$ -	$14,140
	2. Total Supplies & Operating Expenses	**$ -**	**$ -**	**$ 26,290**

Training and Technical Asistance						FY 2018		
Name	Description of Work	per	fee	#	Total	A. Other Sources of Funding	B. Medicaid Estimate	C. CDHS Funding (NHVP)
NHV Education	covers costs of required training for NHV	Per NHV	$4,668.00	1	$4,668	$ -	$ -	$4,668
NFP Educational Materials	covers costs of orientation materials and resources, required cost	Per NHV & Sup	$593.00	1	$593	$ -	$ -	$593
Program Support, per supervisor	Required fee for NFP, covers program site support	Per Sup	$8,088.00	1	$8,088	$ -	$ -	$8,088
Nurse Consultation, first supervisor	Required fee for NFP, covers required cost	Per 1st Sup	$2,904.00	1	$2,904	$ -	$ -	$2,904
DANCE Education	new hire will need training	Per NHV & Sup	$625.00	1	$625	$ -	$ -	$625
DANCE Licensing	renewal of DANCE licensing of 4 nurses in 2017		$60.00	3	$180	$ -	$ -	$180
Professional Development	costs for 4 NHV and Supervisor to attend classes and CE	Per Nurse	$600.00	5	$3,000	$ -	$ -	$3,000
	3. Total Training and Technical Assistance Expenses				**$20,058**	**$ -**	**$ -**	**$ 20,058**

Equipment (Over $5,000 Per Item)		FY 2018		
Name	Description of Item	A. Other Sources of Funding	B. Medicaid Estimate	C. CDHS Funding (NHVP)
	No costs in this category will be reimbursed by CDHS	$ -	$ -	$ -
	4. Total Equipment	$ -	$ -	$ -

Travel		FY 2018		
Item	Description of Item	A. Other Sources of Funding	B. Medicaid Estimate	C. CDHS Funding (NHVP)
State Nurse Supervisor Meetings	Covers cost of travel, per diem and hotels for Supervisor to attend 3 State Supervisor meetings in Denver	$ -	$ -	$ 2,245
NFP Training and Travel	covers costs travel of to meetings and classes, as well as hotel and per diem for meals when overnight stay is required.	$ -	$ -	$ 2,000
County Vehicle Charges	county vehicles are used for all travel, including home visits. These charges cover fleet charges and replacement accrual as well as motor pool expenses	$ -	$ -	$ 12,200
	5. Total Travel	$ -	$ -	$ 16,445

Contractors/Consultants (payments to third parties or entities)		FY 2018		
Name	Description of Item	A. Other Sources of Funding	B. Medicaid Estimate	C. CDHS Funding (NHVP)
Gunnison County NFP Contract	This covers program costs for NHV in Gunnison, including salary, benefits, professional development, operating expenses, mileage, cell phone, IT. The Gunnison County NHV resigned as of 1-1-13-2017. A new NHV has been hired and began work in June 5, 2017. The person we originally hired, was unable to take the position for health reasons and the recent new hire will have an annual salary with full benefits for spouse (starting 1-1-18) of approximately $53000. Montrose NFP contracts with Gunnison County for this role, funding for this position is provided to Gunnison County under Montrose NHVP contract.	$ -	$ -	$ 53,000
Translator	This is to cover the costs for translation services as new hire is not bilingual in Spanish.	$ -	$ -	$ 2,500
Supplies & Operating Expenses	Professional development, operating expenses, cell phone office supplies, postage, photocopy, print/publishing.	$ -	$ -	$ 2,000
Transportation	Transportation and Motor Pool for Gunnison staff member.	$ -	$ -	$ 3,000
Travel	Covers cost for travel to attend professional development , NFP meetings, hotel and per diem when overnight required.	$ -	$ -	$ 740
IT	IT assistance for Gunnison staff member.	$ -	$ -	$ 2,083
	6. Total Contractors/Consultants	**$ -**	**$ -**	**$ 63,323**
	MODIFIED TOTAL DIRECT COSTS (MTDC)	**$ -**	**$ -**	**$ 419,817.00**

Indirect Costs [not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]		FY 2018		
Item	Description of Item	A. Other Sources of Funding	B. Medicaid Estimate	C. CDHS Funding (NHVP)
Administrative Personnel Costs	cost of accounting, administration, Human Resources.	$ 24,219.00	$ -	$ 2,000.00
	Total Indirect	**$ 24,219.00**	**$ -**	**$ 2,000**
	TOTAL	**$ 24,219.00**	**$ -**	**$ 421,817**