



**STATE OF COLORADO
DEPARTMENT OF HUMAN SERVICES CONTRACT**

SIGNATURE AND COVER PAGES

<p>State Agency Colorado Department of Human Services Office of Behavioral Health</p>	<p>Contractor City and County of Denver, Department of Human Services Contractor's State of Incorporation: CO</p>						
<p>Contract Maximum Amount Initial Term</p> <table border="0"> <tr> <td>State Fiscal Year 2018</td> <td>\$248,593.00</td> </tr> <tr> <td>State Fiscal Year 2019</td> <td>\$560,707.00</td> </tr> <tr> <td>State Fiscal Year 2020</td> <td>\$571,517.00</td> </tr> </table> <p>Extension Terms None</p> <p>Total Maximum Amount \$1,380,817.00</p>	State Fiscal Year 2018	\$248,593.00	State Fiscal Year 2019	\$560,707.00	State Fiscal Year 2020	\$571,517.00	<p>Contract Performance Beginning Date The later of the Effective Date or April 1, 2018</p> <p>Initial Contract Expiration Date June 30, 2020</p> <p>Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed three (3) <u>Years</u> from its Performance Beginning Date.</p>
State Fiscal Year 2018	\$248,593.00						
State Fiscal Year 2019	\$560,707.00						
State Fiscal Year 2020	\$571,517.00						
<p>Pricing/Funding Price Structure: Cost Reimbursement Contractor shall invoice: Monthly Fund Source: 100% State Funded</p>	<p>Options The State shall have the following options if indicated with "Yes," as further described in §2.C and §7.B.vi: Option to Extend Term per §2.C: No Option to Increase or Decrease Maximum Amount per §7.B.vi: Yes</p>						
<p>Insurance Contractor shall maintain the following insurance if indicated with "Yes," as further described in §12:</p> <p>Worker's Compensation: Yes General Liability: Yes Automobile Liability: Yes Protected Information: Yes Professional Liability Insurance: No Crime Insurance: No</p>	<p>Miscellaneous Authority to enter into this Contract exists in: C.R.S. § 27-60-104. Law-Specified Vendor Statute (if any): NA Procurement Method: Request for Proposals (RFP) Solicitation Number (if any): 2018000065</p>						
<p>State Representative Andrew Martinez Budget Director, Office of Behavioral Health Department of Human Services 3824 West Princeton Circle, Bldg 15 Denver, Colorado 80236 303-866-7154/andrew.martinez@state.co.us</p>	<p>Contractor Representative Jeff Thomas Contract Administrator Department of Public Health and Environment, City and County of Denver 200 W. 14th Avenue, Suite 300 Denver, CO 80204 720-865-5353/Jeffrey.Thomas@denvergov.org</p>						

Exhibits

The following Exhibits are attached and incorporated into this Contract:

Exhibit A - Statement of Work

Exhibit B - Budget

Exhibit C - Workplan

Exhibit D - Miscellaneous Provisions

Exhibit E - HIPAA BAA/QSOA

Exhibit F - Modifications to the State of Colorado Department of Human Services Contract

Purpose

In accordance with the provisions of this contract and its exhibits and attachments, the Contractor shall implement a Law Enforcement Assisted Diversion (LEAD) Pilot Program for its community by partnering with key stakeholder partners.

Signature Page begins on next page →

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

<p style="text-align: center;">CONTRACTOR City and County of Denver Department of Public Health and Environment</p> <hr/> <p style="text-align: center;">By: Bob McDonald, Executive Director</p> <p style="text-align: center;">Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, Governor Department of Human Services Reggie Bicha, Executive Director</p> <hr/> <p style="text-align: center;">By: Jerene Petersen, Deputy Executive Director of Community Partnership</p> <p style="text-align: center;">Date: _____</p>
<p style="text-align: center;">2nd State or Contractor Signature if Needed</p> <hr/> <p style="text-align: center;">By: _____</p> <p style="text-align: center;">Date: _____</p>	<p style="text-align: center;">LEGAL REVIEW Cynthia H. Coffman, Attorney General</p> <hr/> <p style="text-align: center;">By: _____ Assistant Attorney General</p> <p style="text-align: center;">Date: _____</p>
<p>In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="margin-top: 20px;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p style="margin-top: 20px;">By: _____ Clint Woodruff / Andrea Eurich / Travis Yoder</p> <p style="margin-top: 20px;">Effective Date: _____</p>	

-- Signature and Cover Pages End --

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1. PARTIES

This Contract is entered into by and between Contractor named on the Signature and Cover Pages for this Contract (the “Contractor”), and the STATE OF COLORADO acting by and through the Department of Human Services (the “State” or “CDHS”). Contractor and the State agree to the terms and conditions in this Contract.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

B. Initial Term

The Parties’ respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Signature and Cover Pages for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Signature and Cover Pages for this Contract (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Contract.

C. Extension Terms - State's Option

If the Signature and Cover Pages for this Contract shows that the State has the Option to Extend Term, then the State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, at the same rates and under the same terms specified in the Contract (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §23 "Sample Option Letter." The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract. Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in §16, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Contract.

E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. This subsection shall not apply to a termination of this Contract by the State for breach by Contractor, which shall be governed by §14.A.i.

i. Method and Content

The State shall notify Contractor of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in §14.A.i.a.

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations, provided that the

sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

3. **RESERVED**

4. **RESERVED**

5. **DEFINITIONS**

The following terms shall be construed and interpreted as follows:

- A. **“Business Day”** means any day other than Saturday, Sunday, or a Legal Holiday as listed in §24-11-101(1) C.R.S.
- B. **“Chief Procurement Officer”** means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202(6), C.R.S. to procure or supervise the procurement of all supplies and services needed by the state.
- C. **“CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under 24-72-302 C.R.S.
- D. **“Contract”** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- E. **“Contract Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- F. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- G. **“End of Term Extension”** means the time period defined in §2.D.
- H. **“Effective Date”** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract.
- I. **“Exhibits”** means the exhibits listed on the Signature and Cover Pages and attached to this Contract.
- J. **“Extension Term”** means the time period defined in §2.C.
- K. **“Goods”** means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- L. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et. seq.*, C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- M. **“Initial Term”** means the time period defined in §2.B.

- N. **“Party”** means the State or Contractor, and **“Parties”** means both the State and Contractor.
- O. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- P. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S.
- Q. **“PHI”** means any protected health information, including, without limitation 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. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- R. **“Services”** means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.
- S. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA.
- T. **“State Fiscal Rules”** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- U. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- V. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- W. **“Subcontractor”** means third-parties, if any, engaged by Contractor to aid in performance of the Work.
- X. **“Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.
- Y. **“Work”** means the Goods delivered and Services performed pursuant to this Contract.
- Z. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans,

notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

6. STATEMENT OF WORK

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of the Exhibits. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

7. PAYMENTS TO CONTRACTOR

A. Maximum Amount

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that term shown on the Signature and Cover Pages for this Contract.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Contractor in the amounts and in accordance with the Exhibits.
- b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Contract.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days following the earlier to occur of Contractor's receipt of the payment or notification of the

determination or calculation of the payment by the State. The State will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in §2.E.

v. Erroneous Payments

The State may recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor. The State may recover such payments by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

vi. Option to Increase Maximum Amount

If the Signature and Cover Pages for this Contract show that the State has the Option to Increase or Decrease Maximum Amount, then the State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Contract, and increase the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §23 "Sample Option Letter." Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract. The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract.

8. REPORTING - NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to §19 or pursuant to any other Exhibit, for any contract having a term longer than 3 months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than 5 Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 5 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in §16.

C. Performance Outside the State of Colorado or the United States, §24-102-206 C.R.S.

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with §16, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this §8.C shall constitute a breach of this Contract. This §8.C shall not apply if the Contract Funds include any federal funds.

9. CONTRACTOR RECORDS

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: (i) the date 3 years after the date this Contract expires or is terminated, (ii) final payment under this Contract is made, (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 2 Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor's records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, any and all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law, or approved in Writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines including, without limitation: (i) the most recently promulgated IRS Publication 1075 for all Tax Information, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Addendum attached to this Contract. Contractor shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Contractor may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return

State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State, at no additional cost to the State.

11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

D. Contractor shall maintain a written conflict of interest policy. Contractor shall provide the written conflict of interest policy to the State upon request.

12. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract to the extent that such insurance policies are required as shown on the Signature and Cover Page for this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any 1 fire.

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. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.
- iii. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 10 or fewer individuals or revenues of \$250,000 or less, Contractor shall maintain limits of not less than \$50,000.
- iv. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 25 or fewer individuals or revenues of \$500,000 or less, Contractor shall maintain limits of not less than \$100,000.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

G. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

H. Primacy of Coverage

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

I. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §16 within 7 days of Contractor's receipt of such notice.

J. Subrogation Waiver

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract 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.

K. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, 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. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintain at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

L. Certificates

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within 7 Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within 7 Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within 7 Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §12.

13. BREACH

A. Defined

The failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §14 for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in the Contract in order to protect the public interest of the State.

14. REMEDIES

A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in §13.B., shall have all of the remedies listed in this §14.A. in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under §2.E.

c. **Damages and Withholding**

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. **Remedies Not Involving Termination**

The State, in its discretion, may exercise one or more of the following additional remedies:

a. **Suspend Performance**

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. **Withhold Payment**

Withhold payment to Contractor until Contractor corrects its Work.

c. **Deny Payment**

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. **Removal**

At any time, regardless of whether Contractor is in breach, demand immediate removal of any of Contractor's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

e. **Intellectual Property**

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other

intellectual property right, Contractor shall, as approved by the State, (i) secure that right to use such Work for the State and Contractor; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §13.B and the dispute resolution process in §15, shall have all remedies available at law and equity.

15. DISPUTE RESOLUTION

A. Initial Resolution

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 member designated by the State and a senior manager designated by Contractor for resolution.

B. Resolution of Controversies

If the initial resolution described in §15.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDHS as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

16. NOTICES AND REPRESENTATIVES

Each individual identified on the Signature and Cover Pages shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth below or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §16 without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of “works made for hire” under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, Contractor hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Contractor grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Contractor that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, “State Materials”). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor’s obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act (as applicable), 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

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 §19 shall apply. Contractor agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

20. GENERAL PROVISIONS**A. Assignment**

Contractor's rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract

B. Subcontracts

Unless other restrictions are required elsewhere in this Contract, Contractor shall not enter into any subcontract in connection with its obligations under this Contract without providing notice to the State. The State may reject any such subcontract, and Contractor shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any Work after that Subcontractor's subcontract has been rejected by the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in §20.A., all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

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

H. Jurisdiction and Venue

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

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

K. Order of Precedence

In the event of a conflict or inconsistency between this Contract and any Exhibits or attachments such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. HIPAA Business Associate Addendum (if any).
- ii. Colorado Special Provisions in §21 of the main body of this Contract.
- iii. The provisions of the other sections of the main body of this Contract.
- iv. Any other Exhibit(s) shall take precedence in alphabetical order.

L. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of the Contract.

M. Survival of Certain Contract Terms

Any provision of this Contract that imposes an obligation on a Party after termination or expiration of the Contract shall survive the termination or expiration of the Contract and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.* C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §20.B., this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-103.5-101 C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

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

S. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

T. Indemnification

i. Applicability

This entire §20.T does not apply to Contractor if Contractor is a “public entity” within the meaning of the GIA.

ii. **General Indemnification**

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the “Indemnified Parties”), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys’ fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

iii. **Confidential Information Indemnification**

Disclosure or use of State Confidential Information by Contractor in violation of §10 may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys’ fees and costs) incurred by the State in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of §10.

iv. **Intellectual Property Indemnification**

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys’ fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-1)

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

A. CONTROLLER'S APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

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

C. GOVERNMENTAL IMMUNITY.

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, §24-10-101 *et seq.* C.R.S., or the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b).

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of

its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW.

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

G. BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Contract or incorporated herein by reference shall be null and void.

H. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq. C.R.S.

[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 established under Pub. L. 104-208 or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., 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 (i) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, (ii) shall notify the Subcontractor and the contracting State agency within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the State 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 State program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101 *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, et seq., C.R.S.

Contractor, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101 *et seq.*, C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

22. DEPARTMENT OF HUMAN SERVICES PROVISIONS

A. Exclusion, Debarment and/or Suspension.

Contractor represents and warrants that Contractor, its employees, agents, assigns, or 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. If Contractor, its employees, agents, assigns, or Subcontractors, are excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of this Contract, Contractor shall 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 may immediately terminate this Contract.

B. Emergency Planning.

If Contractor provides Work that is an extension of State work performed as part of the State of Colorado Emergency Operations Plan or for a publicly funded safety net program, as defined by C.R.S. § 24-33.5-701 et seq., Contractor shall perform the Work in accordance with the State's Emergency Operations Plan or continuity of operations plan in the event of an emergency. If requested, Contractor shall provide a plan and reporting information to ensure compliance with the State's Emergency Operations Plan and C.R.S. § 24-33.5-701 et seq.

C. Restrictions on Public Benefits.

If applicable, Contractor shall comply with C.R.S. §§ 24-76.5-101 – 103 exactly as the State is required to comply with C.R.S. §§ 24-76.5-101 – 103.

D. Discrimination

Contractor shall not:

- i. discriminate against any person on the basis of race, color, national origin, age, sex, religion or handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions.
- ii. 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. §24-34-301, et seq.

E. Criminal Background Check:

Pursuant to C.R.S. §27-90-111 and CDHS 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:

- i. submit to and successfully pass a criminal background check, and

- ii. 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.

F. Fraud Policy.

Contractor shall comply with the current CDHS Fraud Policy, which can be found at:

<https://sites.google.com/a/state.co.us/cdhs-oas/home/financial-services/contracts>.

G. C-Stat - Performance Based Program Analysis and Management Strategy (C-Stat Strategy):

Without any additional cost to the State, Contractor shall collect and maintain Contract performance data, as determined solely by the State. Upon request, Contractor shall provide the Contract performance data to the State. This provision does not allow the State to impose unilateral changes to performance requirements.

23. SAMPLE OPTION LETTER (IF APPLICABLE)

State Agency Insert Department's or IHE's Full Legal Name	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	Original Contract Number Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount Initial Term State Fiscal Year 20xx \$0.00	Option Contract Number Insert CMS number or Other Contract Number of this Option
Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00	Contract Performance Beginning Date The later of the Effective Date or Month Day, Year
Total for All State Fiscal Years \$0.00	Current Contract Expiration Date Month Day, Year

1. OPTIONS:

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Contract
- C. Option to change the quantity of Services under the Contract
- D. Option to modify Contract rates
- E. Option to initiate next phase of the Contract

2. REQUIRED PROVISIONS:

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.
- C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.
- D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- E. **For use with all Options that modify the Contract Maximum Amount:** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. OPTION EFFECTIVE DATE:

- A. The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

<p>STATE OF COLORADO John W. Hickenlooper, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE</p> <p><u>SAMPLE ONLY – DO NOT SIGN</u> By: Name & Title of Person Signing for Agency or IHE</p> <p>Date: <u>SAMPLE ONLY – DO NOT SIGN</u></p>	<p>In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p><u>SAMPLE ONLY – DO NOT SIGN</u> Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval</p> <p>Option Effective Date: <u>SAMPLE ONLY – DO NOT SIGN</u></p>
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Exhibit A – City and County of Denver
Colorado Law Enforcement Assisted Diversion (LEAD) Pilot Program
Statement of Work

I. Goal/Purpose

Colorado is part of a national effort by states and local governments working together to find effective ways to help reduce the common experience in which individuals repeatedly cycle through the criminal justice process via arrest, booking, detention, prosecution and incarceration. The Colorado LEAD Pilot Program (LEAD Pilot Program) offers an innovative alternative that can divert individuals to immediate services in lieu of the traditional criminal justice pathway. By diverting individuals with low-level drug and prostitution offenses into intensive community-based social services built on harm reduction principles, the LEAD Pilot intends to reduce neighborhood crime and individual-level harm for those diverted in their local jurisdictions.

II. Objectives

The Contractor shall implement a LEAD Pilot Program for its community by partnering with key stakeholder partners and the technical assistance provider, Public Defender Association's LEAD National Support Bureau. The Contractor shall provide required data to the state contracted evaluator, University of Colorado, in order to evaluate the results and learnings of the LEAD Pilot programs throughout the State. The contracted evaluator shall provide a legislative report incorporating the results and findings of the LEAD Pilot Program to determine continued funding for the LEAD model in Colorado.

III. Activities/Services

- A. Eligibility Criteria:** The Contractor shall develop eligibility criteria and program policies to identify individuals who shall be offered the services under the LEAD Pilot Program. Eligible participants for the LEAD Pilot Program are adults at risk for low-level controlled substance-related offenses and prostitution all of whom have been repeatedly involved with law enforcement.

Additionally, eligible participants pursuant to the LEAD model are defined as follows:

- Prebooking Referrals- A person for whom the law enforcement officer has probable cause for arrest for any of the charges listed in Table I (below) and who expresses an interest in voluntarily participating in the program.
- Social Contact Referrals- An individual that the law enforcement officer believes is at high risk of arrest in the future for any of the charges specified in Table I (below). Additionally, the individual must meet the

criteria specified in Table II (below) and express interest in voluntarily participating in the program.

The Contractor shall serve Social Contact referrals if they have the capacity to serve the individual only after responding to Prebooking Referrals.

TABLE I Offenses Eligible for Referral To LEAD Pilot Program For Prebooking Diversion And Social Contact Referrals
1. Possession for sale or transfer of a controlled substance or other prohibited substance where the circumstances indicate that the sale or transfer is intended to provide a subsistence living or to allow the person to obtain or afford drugs for his or her own consumption.
2. Sale or transfer of a controlled substance or other prohibited substance where the circumstances indicate that the sale or transfer is intended to provide a subsistence living or to allow the person to obtain or afford drugs for his or her own consumption.
3. Possession of a controlled substance or other prohibited substance.
4. Being under the influence of a controlled substance or other prohibited substance.
5. Being under the influence of alcohol and a controlled substance or other prohibited substance.
6. Prostitution pursuant to CRS 18-7-201.

TABLE II Eligibility Criteria To Be Met For Social Contact Referral To The LEAD Pilot Project
<p>Verification by law enforcement that the individual has had prior involvement with low-level drug activity or prostitution. Verification shall consist of any of the following:</p> <ul style="list-style-type: none"> ● Criminal history records, including, but not limited to, prior police reports, arrests, jail bookings, criminal charges, or convictions indicating that he or she was engaged in low-level drug or prostitution activity. ● Law enforcement has directly observed the individual's low-level drug or prostitution activity on prior occasions. ● Law enforcement has a reliable basis of information to believe that the individual is engaged in low-level drug or prostitution activity, including, but not limited to, information provided by another first responder, a professional, or a credible community member.
The individual's prior involvement with low-level drug or prostitution activity occurred within the LEAD Pilot Program area.

The individual's prior involvement with low-level drug or prostitution activity occurred within 24 months of the date of referral.
The individual does not have a pending case in drug court or mental health court.
The individual is not prohibited, by means of an existing no-contact order, temporary restraining order, or anti-harassment order, from making contact with a current LEAD participant.

- B. Harm Reduction Service Philosophy:** The Contractor shall ensure policies and procedures are in place to engage participation of individuals in LEAD program on a voluntary basis and with the understanding that individuals entering the program may be at different stages of readiness and may progress at their own pace without fear of being terminated from the program or prosecuted. Participants shall not be denied services if they continue substance use or involvement in criminal activity.
- C. Individualized Service Provision:** The Contractor's LEAD Pilot Program shall offer individuals suspected of low-level drug and prostitution offenses intensive harm reduction case management featuring individually tailored intervention plans as an alternative to incarceration and prosecution.
- D. The Non-Displacement of Resources:** The Contractor shall ensure the LEAD Pilot Program participants do not receive preferential access to scarce resources that would prevent others in need or on wait lists from being served.
- E. Evidence Based Practices:** The Contractor shall use evidence-based and promising practices within the screening and service delivery structure to support effective outcomes. The use of a risk/need/responsivity (RNR)¹ model is also encouraged to assess various factors such as substance use disorders, mental illness, cognitive or physical impairments, financial issues, family dynamics, housing instability, developmental disabilities, low literacy levels, and lack of reliable transportation, all of which may need to be addressed to support success.
- F. Catchment Area:** The Contractor's service/catchment area is the Colfax Corridor area, with the following boundaries: Yosemite to the East, Sheridan to the West, 17th Avenue to the South and 13th Avenue to the North.
- G. Services and Resources:** The Contractor shall provide services/resources consistent with harm reduction principles and evidence-based practices including, but are not limited to:
- Intensive case management
 - Temporary and permanent housing that includes individualized supportive services

¹ These three principles serve to guide the assessment and treatment of justice-involved individuals to advance rehabilitative goals as well as reduce risk to society (from recidivistic crime) (Bonta, Andrews & Wormith, 2006).

- Individually tailored intervention plans
- Medical care
- Mental health care
- Treatment for alcohol or substance use disorders
- Nutritional counseling and treatment
- Psychological counseling
- Employment
- Employment training and education
- Civil legal services
- System navigation

- H. **Program Policies and Procedures:** The Contractor shall develop, maintain and publish LEAD Pilot Program policy and procedures, upon OBH review, approval and/or denial.
- I. **Training and Meeting Attendance:** The Contractor shall attend a mandatory orientation session, program meetings and other required training throughout the term of the LEAD Pilot Program.
- J. **Key Stakeholder Policy Committee:** The Contractor shall develop and maintain a Key Stakeholder Policy Committee (Committee) The Committee shall consist of at least 51% of the members representing agencies and entities other than the Contractor. The Committee shall include high-level, decision-making representatives from each of the key local stakeholder disciplines listed below. Through signed MOUs, these participants must commit to participating in the implementation of the LEAD program:
- Law enforcement;
 - District Attorney;
 - Public defender;
 - Public health and social services agencies (to include mental health and substance use disorder (SUD) services; and
 - Case management service providers
- K. **Operational Workgroup:** The Contractor shall develop a process for developing an Operational Workgroup to guide and support the project. The Operational Workgroup shall address system barriers, assess and improve progress, and establish collaborative case planning approaches.
- L. **Program/Project Manager:** The Contractor shall select a Program/Project Manager (Manager), identify the positions' roles, responsibilities and authority, and develop a management plan that supports both the Key Stakeholder Policy Committee and the Operational Workgroup. The Manager shall be independent from all Key Stakeholder Policy Committee member agencies and not a law enforcement office, deputy public defender, or member of the deputy district attorney's office. Any changes to the Manager contact information shall be

communicated via email to the Office of Behavioral Health within one business day of change.

- M. **Staff Time Tracking and Invoicing:** The Contractor shall ensure expenses and staff are tracked and invoiced separately for each program or funding stream. Any other funding sources or in kind contributions supporting the LEAD Pilot Program shall be disclosed in the invoice submission.
- N. **Data Sharing Agreements:** The Contractor shall ensure a data sharing Business Associates Agreement is developed between the partner agencies. The data sharing agreement shall address client confidentiality as noted under 42 CFR Part 2 and HIPAA.
- O. **Subcontractor/Partnership Termination:** In the event where partnerships with a subcontractor such as a case management or treatment provider is terminated, the Contractor shall transition to a new partnership no later than 30 days from termination to ensure continuity of care for all participants of the program.
- P. **Critical Incidents:** The Contractor shall share the following information with the Office of Behavioral Health via an encrypted email to cdhs_ci_obh@state.co.us if a critical incident occurs during a session within 24 hours of the time the incident occurs:
 - Name of participant involved
 - Date and time of incident
 - Location of the incident
 - The nature of the incident
 - How the incident was resolved
 - Name[s] of staff present
 - Whether the incident resulted in any physical harm to the participant or any staff

IV. Deliverables.

Activities noted below shall be emailed by Due Date to cdhs_deliverablesOBH@state.co.us unless otherwise specified.

Due Date	Activity
Quarterly – 30 days after the end of a quarter	Submit Quarterly Progress Report using template provided by OBH
Monthly	Performance Outcome Measures - report on current monthly and year-to-date outcomes noted in Section V.

30 days after contract execution and as needed	Submit copy of LEAD Pilot Program policy and procedures for review/approval by OBH, including but not limited to items referenced in Sections A., B., and H. above.
10 days after OBH approval	Notification of LEAD Pilot Program policy and procedures publication for external reference
Upon execution of subcontracts	Submit copy of subcontract
Upon execution of MOU	Submit copy of the Key Stakeholder Committee Member Roster and Memo of Understanding (MOU)

V. Performance Outcome Measures

- A. Pre-booking contacts of at least 200 pre-booking contacts over the LEAD Pilot program term.
- B. LEAD Pilot participants of at least 100 participants over the LEAD Pilot program term.
- C. Social Contact referrals. Agencies must have a procedure for selecting social contact referrals, and will work with the evaluators to determine a systematic method of selection and number for their jurisdiction that is compatible with the evaluation design.
- D. Updates on results and status of goals, objectives and activities specified in Exhibit C.

Budget Template and Narrative

Provider Name: City and County of Denver Department of Human Services - Office of Behavioral Health Services
Program Name: Denver LEAD
Contract Period (Yr 1): April 1, 2018 to June 30, 2018
Contract Period (Yr 2): July, 1, 2018 to June 30, 2019
Contract Period (Yr 3): July, 1, 2019 to June 30, 2020

		Yr 1	Yr 2	Yr 3
		Budget \$	Budget \$	Budget \$
EXPENSES				
Program Costs	Personnel Cost: Salary/Benefits	27,086	113,590	119,159
	Participant Costs	36,860	79,573	79,799
	Contract Services (Subcontracts - Community-based Organization)	155,695	321,410	326,113
	Occupancy	-	-	-
	Operating	8,975	13,884	14,178
	Depreciation/Amortization	-	-	-
	Professional Fees	-	-	-
	MSO Provider Fee	-	-	-
	Total Direct Costs	228,616	528,457	539,249
	Modified Total Direct Expenses (where applicable)*			
	<i>*Deduct unallowable expenses per OMB 2 CFR § 200 if utilizing de minimum rate</i>			
Indirect:	Indirect Costs**	19,977	32,250	32,268
	<i>**This total may not exceed 10% of the Total Direct Costs</i>			
	Grand Total Expenses	248,593	560,707	571,517
Revenue Offsets				
Participant Services:	Medicaid Fee for Service Cash	-	-	-
	Medicaid Capitation Encounters *	-	-	-
	OBH Indigent Encounters *	-	-	-
	3rd Party Insurance Cash Receipts	-	-	-
	Medicare Cash	-	-	-
	Self-Pay/Participant Fees	-	-	-
	Cash from Other Sources	-	-	-
	Total Participant Service Cash	-	-	-
Contracts and Grants:	Other OBH contracts	-	-	-
	Non-Governmental Contracts	-	-	-
	Other State Revenue/Accrual	-	-	-
	Local Funds/Accrual	-	-	-
	Federal Grant Funds/Accrual	-	-	-
	Public Support	-	-	-
	Other Funds (Specify below)	-	-	-
	Description			
	Description			
	Total Contracts and Grants	-	-	-
	Grand Total Revenue Offsets	-	-	-
Net Cost **		248,593	560,707	571,517
	<i>**Net Cost Invoiced may not exceed the OBH maximum contract amount for this budget line.</i>			

Provider/Subcontractor Name: City and County of Denver Department of Human Services - Office of Behavioral Health Services Program Name: Denver LEAD Contract Period: April 1, 2018 to June 30, 2018			
		July 1, 2018 to June, 30, 2019	July 1, 2019 to June 30, 2020
Item/Description listed for each Budget Category/Classification	Budget \$	Budget \$	Budget \$
Participant Costs:			
1 Hotel Vouchers	\$30,000.00	\$61,320.00	\$62,669.00
2 Wrap-around Support	\$1,000.00	\$12,264.00	\$12,540.00
3 Housing supplies, furnishings	\$5,860.00	\$5,989.00	\$4,590.00
4			
5			
TOTAL Participant COSTS:	\$36,860.00	\$79,573.00	\$79,799.00
Contract Services (Subcontracts - Community-based Organization):			
1 Case Management/Peer Recovery Provider (ARTS)	\$19,280.00	\$71,462.00	\$74,169.00
2 Case Management/Peer Recovery Provider (Empowerment)	\$48,845.00	\$183,100.00	\$188,886.00
3 District Attorney (.20 FTE Prosecutor)	\$15,435.00	\$25,699.00	\$26,755.00
4 City Attorney (.20 FTE Prosecutor)	\$15,435.00	\$25,699.00	\$26,755.00
5 Denver Police Department (5 Officers) (Pay and CIT Training)	\$22,500.00	\$15,450.00	\$9,548.00
6 Substance Use Disorder Expert (TBD - Training)	\$1,200.00	\$0.00	\$0.00
8 Database Development	\$30,000.00	\$0.00	\$0.00
9 Motivational Interviewing Training	\$3,000.00	\$0.00	\$0.00
TOTAL CONTRACT SERVICES (Subcontracts):	\$155,695.00	\$321,410.00	\$326,113.00
Occupancy:			
1			
8			
TOTAL OCCUPANCY:	\$ -	\$ -	\$ -
Operating:			
1 Marketing Materials	\$6,295.00	\$0.00	\$0.00
2 Trauma Informed Practice Training	\$200.00	\$0.00	\$0.00
3 Technology (Computer, hot spot, phone + plan, database fees)	\$2,480.00	\$1,704.00	\$1,728.00
4 Travel: Conference Year 2, Site Visit Year 3	\$0.00	\$12,180.00	\$12,450.00
TOTAL OPERATING:	\$8,975.00	\$13,884.00	\$14,178.00
Depreciation/Amortization:			
1			
TOTAL DEPRECIATION:	\$ -	\$ -	\$ -
Professional Fees:			
1			
TOTAL PROFESSIONAL FEES:	\$ -	\$ -	\$ -
MSO Provider Fees:			
1			
TOTAL MSO PROVIDER FEES:	\$ -	\$ -	\$ -
GRAND TOTAL:			
	\$201,530.00	\$414,867.00	\$420,090.00

Provider/Subcontractor Name: City and County of Denver Department of Human Services - Office of Behavioral Health Services
Program Name: Denver LEAD
Contract Period (Yr 1): April 1, 2018 to June 30, 2018
Contract Period (Yr 2): July 1, 2018 to June 30, 2019
Contract Period (Yr 3): July 1, 2019 to June 30, 2020

Title of Position/Position Classification *	Employee Name	Start Date	FTE	BUDGET FY 18 4/1/18-6/30/18			BUDGET FY 19 7/1/18-6/30/19			BUDGET FY 20 7/1/19 - 6/30/20		
				Salary	Benefits	Total	Salary	Benefits	Total	Salary	Benefits	Total
1 Program Manager	To Be Hired	4/1/18	1.0	17,385	9,701	27,086	\$ 71,625.17	\$ 41,965.11	\$ 113,590.28	\$ 73,773.93	\$ 45,385.26	\$ 119,159.19
						-						
						-						
						-						
TOTAL PERSONNEL:			1.0	\$ 17,385	\$ 9,701	\$ 27,086	\$ 71,625	\$ 41,965	\$ 113,590	\$ 73,774	\$ 45,385	\$ 119,159

Budget Category/Classification	Description
Personnel Expenses:	LEAD Program Manager, 1.0 FTE, \$17,385 for 3 months. (Based on 1.0 FTE: \$69,539 annual salary + \$38,803 fringe = \$108,341)
Participant Costs:	(1) Hotel Vouchers (\$1,000/month for 3 months for 10 people) = \$30,000. (2) Wrap Around Support Services (\$200/person per year for 20 participants in Year 1 = \$4,000 [3 month = \$1,000]) to provide fees for the procurement of birth certificates and personal identifications to meet Colorado's "lawful presence" requirements; non-Medicare billable medical, medication and dental expense such as eye exams, clinical/dental co-pays; bedding; personal care expenses such as shoes, underwear, socks. Telephone and utilities fees, minor damage repair to apartments/hotels as appropriate. (3) Housing supplies and furnishings = \$5,860 (average of \$293 per participant for 20 participants in Year 1) to provide fees for housing expenses such as application fees, fees for moving, renter's insurance. General household items such as linens, towels, cleaning supplies, and kitchen utensils. Furnishings such as bed frame and mattress, chairs, and kitchen table.
Contract Services:	(1) Provider Cost Services for Substance Use - \$19,280 - (Cost Based on Case Manager \$50,000 annual salary + \$13,000 fringe = \$63,000 annually; 0.5 FTE for 3 months = \$7,875; Peer Recovery Coach \$42,000 annual salary + 10,920 fringe = \$52,920 annual salary; 0.5 FTE for 3 months = \$6,615; Alternative activities and equipment maintenance \$1,226 for 3 months; Liability Insurance \$1,084 for 3 months; computer \$1,400.00; hotspot \$600.00; cellphone \$600.00; cellphone plan \$90.00 monthly; or \$270.00 for 3 months; and database access fees @ \$50.00 per month, or \$150.00 for 3 months). OBHS will solicit applications from targeted community based organizations with proven experience providing substance use treatment services. Community providers such as University of Colorado Addiction, Research, & Treatment Services (ARTS) and Phoenix Multipoint will be considered. (2) Provider Services Cost for Prostitution \$48,845 - (Case Manager \$50,000 annual salary + 13,000 fringe rate at 26% = \$63,000 annually; 1.0 FTE for 3 months = \$15,750; Peer Support Specialist \$42,000 annual salary + 10,920 fringe rate at 26% = \$52,920; 0.5 FTE for 3 months = \$6,615; Housing 7 to 8 housing slots at \$900 per month= approximately \$21,600 for 3 months; computer \$1,400.00; hotspot \$600.00; cellphone \$600.00; cellphone plan \$90.00 monthly, or \$270.00 for 3 months, and database access fees @ \$50.00 per month, or \$150.00 for 3 months); OBHS will solicit applications from targeted community based organizations with proven experience providing prostitution support and treatment services. Community providers such as The Empowerment Program in Denver will be considered. Peer certification training \$950 per person + \$250 for state certification per person, for two people = \$2,400. Provider for training could be Colorado Mental Wellness Network (CMWN). (3) Denver District Attorney's Office \$15,435 (Prosecutor \$98,000 annual salary + 26% fringe of \$25,480 = \$123,480 at 0.2 FTE for 3 months = \$15,435). (4) Denver City Attorney's Office \$5,435 (Prosecutor \$98,000 annual salary + 26% fringe of \$25,480 = \$123,480 at 0.5 FTE for 3 months = \$15,435). (5) Denver Police Department \$22,500 (Officer time to attend trainings and meetings \$50/hour for 30 officers for 5 hours a month for 3 months = \$3,750). (6) Substance Use Disorder Expert \$1,200 (To be determined - substance use training to officers and providers - \$1,200 based on quote). (7) Current Database buildout and testing - \$30,000 (Build out from existing database and testing of a LEAD component. (Quote based on past work/invoices from Paul Drids, a current contractor experienced in database development for OBHS programs). (8) Motivational Interviewing Training \$3,000 - Licensed community providers such the +SAT will provide motivational interviewing training for all case managers and peer support specialists.
Operating:	(1) Marketing Materials \$6,295 (OBHS will create and print marketing materials to raise awareness and support for the LEAD program in Year 1). (2) Trauma-Informed Practice Training \$200 will be provided by OBHS and \$200 will purchase materials needed. (3) Technology \$2,480 for Program Manager (computer \$1,400, computer hotspot \$60, cellphone \$600, \$90/month cellphone plan for 3 months = \$270, and database access fees @ \$50 per month = \$150). (4) Travel \$0 (No travel in the first 3 months).
Depreciation:	
Professional Fees:	
MSO Provider Fees:	
Revenue Offsets/Participant Services:	None of the LEAD contracted service providers are authorized to provide Medicaid eligible treatment; therefore, no Medicaid or other revenue offsets are anticipated.
Revenue Offsets/Contracts & Grants:	None of the LEAD contracted service providers are authorized to provide Medicaid eligible treatment; therefore, no Medicaid or other revenue offsets are anticipated.

Provider/Subcontractor Name: Denver LEAD
 Program Name: Denver LEAD
 Contract Period: July 1, 2018 to June, 30, 2019

July 1, 2019 to June 30, 2020

Budget Category/Classification	Description	Description
Personnel Expenses:	LEAD Program Manager, 1.0 FTE: \$71,625 (+ \$41,965 fringe = \$113,590)	LEAD Program Manager, 1.0 FTE: \$73,773 (+ \$45,395 fringe = \$119,159)
Participant Costs:	(1) Hotel Vouchers (\$1,022/month for 5 people) = \$61,320; (2) Wrap Around Support Services (\$204/person per year for 60 participants = \$12,264; to provide fees for the procurement of birth certificates and personal identifications to meet Colorado's "lawful presence" requirements; non-Medicaid billable medical, medication and dental expense such as eye exams, clinical/dental co-pays; bedding; personal care expense such as shoes, underwear, socks. Telephone and utilities fees, minor damage repair to apartments/hotels as appropriate. (3) Housing supplies and furnishings = \$5,995 (average of \$299 per participant for 20 participants in Year 2) to provide fees for housing expense such as application fees, fees for moving, renter's insurance, General household items such as linens, towels, cleaning supplies, and kitchen utensils. Furnishings such as bed frame and mattress, chairs, and kitchen table.	(1) Hotel Vouchers (\$1,044/month for 5 people) = \$62,688; (2) Wrap Around Support Services (\$209/person per year for 60 participants = \$12,540 to provide fees for the procurement of birth certificates and personal identifications to meet Colorado's "lawful presence" requirements; non-Medicaid billable medical, medication and dental expense such as eye exams, clinical/dental co-pays; bedding; personal care expense such as shoes, underwear, socks. Telephone and utilities fees, minor damage repair to apartments/hotels as appropriate. (3) Housing supplies and furnishings = \$4,590 (average of \$306 per participant for 14 participants) to provide fees for housing expense such as application fees, fees for moving, renter's insurance, General household items such as linens, towels, cleaning supplies, and kitchen utensils. Furnishings such as bed frame and mattress, chairs, and kitchen table.
Contract Services:	(1) Provider Cost Services for Substance Use - \$71,462 - (Cost Based on Case Manager \$51,500 annual salary + \$14,060 fringe = \$65,560 annually; 0.5 FTE for 12 months = \$32,780; Peer Recovery Coach \$43,260 annual salary + \$11,810 fringe = \$55,070 annual salary; 0.5 FTE for 12 months = \$27,535; Alternative activities and equipment maintenance \$5,011; Liability Insurance \$4,431; cellphone plan \$92.00 monthly, or \$1,104.00 for 12 months; and database access fees @ \$50.00 per month, or \$600.00 for 12 months). OBHS will solicit applications from targeted community based organizations with proven experience providing substance use treatment services. Community providers such as University of Colorado Additon, Research, & Treatment Services (ARTS) and Phoenix Multiport will be considered. (2) Provider Services Cost for Prostitution \$183,100 - (Case Manager \$51,500 annual salary + \$14,060 fringe = \$65,560 annually; 1.0 FTE for 12 months = \$65,560; Peer Support Specialist \$43,260 annual salary + \$11,810 fringe = \$55,070 annual salary; 0.5 FTE for 12 months = \$27,535; Housing 7 to 8 housing slots at \$920 per month for 12 months = approximately \$88,301; cellphone plan \$92.00 monthly, or \$1,104.00 for 12 months; and database access fees @ \$50.00 per month, or \$600.00 for 12 months). OBHS will solicit applications from targeted community based organizations with proven experience providing prostitution support and treatment services. Community providers such as The Empowerment Program in Denver will be considered. (3) Denver District Attorney's Office 0.20 FTE for 12 months = \$25,699 (Prosecutor \$103,968 annual salary + fringe at 0.20 FTE \$5,551 = \$25,699. (4) Denver City Attorney's Office 0.20 FTE for 12 months = \$25,699 (Prosecutor \$103,968 annual salary + fringe at 0.20 FTE \$5,551 = \$25,699. (5) Denver Police Department \$15,450 (Officer time to attend trainings and meetings \$61,500/hour for 5 officers for 6 hours monthly, 300 hours total, in year 2 = \$15,450). (6) Substance Use Disorder Expert \$0 - Assumption that all training will be completed year 1 (7) Database development and testing - \$0 - Assumption that all training will be completed year 1 (8) Motivational Interviewing Training \$0 - Assumption that all training will be completed year 1	(1) Provider Cost Services for Substance Use - \$74,169 - (Cost Based on Case Manager \$53,045 annual salary + \$15,205 fringe = \$68,250 annually; 0.5 FTE for 12 months = \$34,125; Peer Recovery Coach \$44,558 annual salary + \$12,772 fringe = \$57,330 annually; 1.0 FTE for 12 months = \$68,250; Peer Support Specialist \$44,558 annual salary + \$12,772 fringe = \$57,330 annual salary; 0.5 FTE for 12 months = \$28,665; Housing 7 to 8 housing slots at \$940 per month= approximately \$90,243; cellphone plan \$94.00 monthly, or \$1,128.00 for 12 months, and database access fees @ \$50.00 per month, or \$600.00 for 12 months). OBHS will solicit applications from targeted community based organizations with proven experience providing prostitution support and treatment services. Community providers such as The Empowerment Program in Denver will be considered. (2) Denver District Attorney's Office 0.20 FTE for 12 months = \$26,765 (Prosecutor \$103,968 annual salary + fringe at 0.20 FTE \$5,981 = \$26,765. (4) Denver City Attorney's Office 0.20 FTE for 12 months = \$26,765 (Prosecutor \$103,968 annual salary + fringe at 0.20 FTE \$5,981 = \$26,765. (5) Denver Police Department \$9,548 (Officer time to attend trainings and meetings \$53/hour for 3 officers for 5 hours a month for 12 months = \$9,548). (6) Substance Use Disorder Expert \$0 - Assumption that all training will be completed year 1 (7) Database development and testing - \$0 - Assumption that all training will be completed year 1 (8) Motivational Interviewing Training \$0 - Assumption that all training will be completed year 1
Operating:	(1) Marketing Materials \$0 - Assumption that all marketing materials will be created year 1 (2) Trauma-Informed Practice Training \$0 - Assumption that all training will be completed year 1 (3) Technology \$1,704 - Program manager's cellphone plan @ \$92 per month x 12 months = \$1,104 and database access fees @ \$50 per month x 12 months = \$600.00. (4) Travel to LEAD conference \$12,100 (Denver will send 10 representatives, including the program manager officers/case managers and peer support specialists to the Harm Reduction Conference at an estimated cost of \$1,218 per person (estimate \$698 flight, 3 days hotel @ \$122/night, 2 days per diem @ \$77/day).	(1) Marketing Materials \$0 - Assumption that all marketing materials will be created year 1 (2) Trauma-Informed Practice Training \$0 - Assumption that all training will be completed year 1 (3) Technology \$1,728 - Program manager's cellphone plan @ \$94 per month x 12 months = \$1,128 and database access fees @ \$50 per month x 12 months = \$600.00. (4) Travel \$12,450 (Denver will send 10 representatives, including the program manager officers/case managers and peer support specialists to Seattle at an estimated cost of \$1,245 per person (estimate \$712 flight, 3 days hotel @ \$125/night, 2 days per diem @ \$79/day).
Depreciation:		
Professional Fees:		
MSO Provider Fees:		
Revenue Offsets/Participant Services:	None of the LEAD contracted service providers are authorized to provide Medicaid eligible treatment; therefore, no Medicaid or other revenue offsets are anticipated.	None of the LEAD contracted service providers are authorized to provide Medicaid eligible treatment; therefore, no Medicaid or other revenue offsets are anticipated.
Revenue Offsets/Contracts & Grants:	None of the LEAD contracted service providers are authorized to provide Medicaid eligible treatment; therefore, no Medicaid or other revenue offsets are anticipated.	None of the LEAD contracted service providers are authorized to provide Medicaid eligible treatment; therefore, no Medicaid or other revenue offsets are anticipated.

EXHIBIT C - WORKPLAN

(1) Goal:	To develop and enhance a coordinated and collaborative cross-sector system in Denver (law enforcement, prosecutors, case management providers, treatment providers) that increases the diversion of individuals with prostitution or low-level drug offenses who have mental health and substance use disorders to more appropriate services in lieu of arrest		
Objectives:	<p>In Year 1 (April 1, 2018 to June 30, 2018): 40 contacts will be made by law enforcement (Denver Police Department [DPD]), and 20 participants will be diverted to services in lieu of arrest</p> <p>In Year 2 (October 1, 2018 to June 30, 2019): 80 contacts will be made by law enforcement, and 40 participants will be diverted to services in lieu of arrest</p> <p>In Year 3: (July 1, 2019 to June 30, 2020): 80 contacts will be made by law enforcement, and 40 participants will be diverted to services in lieu of arrest</p> <p>Increase systems coordination (between providers, law enforcement, prosecutors, etc.)</p>		
Project activities that support the identified goal and objectives	Responsible staff/partners	Timeline	
		Start Date	End Date
1. Hire and deploy a 1.0 full-time equivalent (FTE) LEAD program manager to provide oversight, project management and coordination with stakeholder and planning committees	1. Office of Behavioral Health Strategies (OBHS)	April 2018	June 2018
2. Hire and deploy a .4 FTE prosecutor that is co-designated between the City Attorney and District Attorney's Office	2. City Attorney/District Attorney Offices	April 2018	June 2018
3. Finalize eligibility criteria and screening process for Law enforcement.	3. Stakeholder Policy Workgroup	April 2018	June 2018
4. Provide training to stakeholders: LEAD model, substance use/ mental health training; trauma, recovery and harm reduction	4. Program manager will organize. Stakeholders and staff will be trained. Participating officers in District 1, 2 and 6 will be trained	April 2018	June 2018
5. Host a full-day training on the LEAD model for all stakeholders)	5. Stakeholder committee members, operations workgroup, case managers, peer support specialists	April 2018	June 2018
6. Convene the key stakeholder policy committee	6. Program manager will coordinate	April 2018	June 2019

7. Convene the operations workgroup meeting	7. Program manager will coordinate	(Monthly) April 2018 (Bi-weekly for first 3 months, then monthly)	June 2019
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(2) Goal:	To build the capacity of existing service providers in Denver to provide navigational and supportive case management services to LEAD participants—resulting in services that are more accessible to participants
Objectives:	<p>(A) Provide strengths-based, intensive case management services for 100% of the participants</p> <p>(B) Increase access to substance use treatment services for 100% of participants</p> <p>(C) Decrease participants’ re-arrests by 10% as a result of intensive case management and access to services</p>

Project activities that support the identified goal and objectives	Responsible staff/partners	Timeline	
		Start Date	End Date
1. Hire case managers and peer support specialists (case manager and peer support specialists will initially be hired in Year 1; additional case managers and peer support specialists will be hired in Year 2 and Year 3 to have a ratio of 1 to 15 or 20 participants.	1. ARTS and Empowerment	April 2018 (And ongoing in Year 2 and 3)	June 2018
2. Provide training to all case managers, peer support/recovery specialists and students: LEAD model, substance use/mental health training; trauma, recovery and harm reduction, motivational interviewing. Refer for peer certification training	2. Program manager will coordinate and schedule the trainings. All Empowerment and ARTS case managers and peer support specialists will participate	April 2018	June 2018
3. Provide assessment including the Vulnerability Index - Service Prioritization Decision Assistance Tool (VI-SPDAT), customized case planning, case management and cross-system navigation to 100 participants over the 2.5-year project period and ensure access to appropriate treatment—meeting with	3. ARTS and Empowerment	Ongoing	Ongoing

Participants weekly to review their treatment and services plan and to make adjustments as needed			
4. Provide evidence-based services, such as Trauma Recovery and Empowerment Model (TREM), Seeking Safety, Motivational Interviewing, etc.	4. ARTS and Empowerment	Ongoing	Ongoing
5. Provide peer-to-peer recovery coaching	5. ARTS and Empowerment	Ongoing	Ongoing
6. Provide individuals with substance use treatment, detox, or other support services at Denver Health	6. Case managers/peers at ARTS and Empowerment will coordinate with medically assisted treatment (MAT) providers (listed in proposal)	Ongoing	Ongoing

(3) Goal:	To determine the effectiveness of the pilot Denver LEAD program		
Objectives:	(A) To develop an evaluation and data collection plan with the external evaluator (B) To develop a system to track the data and information needed for the evaluation plan		
Project activities that support the identified goal and objectives	Responsible staff/partners	Timeline	
		Start Date	End Date
1. Build out functionality in current database to be utilized by LEAD staff, the Co-Responder Program Substance Use Navigator (SUN) and Opioid Navigator Services staff (at Denver Health)	1. Program manager (housed at OBHS) will work with the OBHS/Crime Prevention and Control Commission (CPCC) director to coordinate the development.	April 2018	June 2018
2. Track and collect data on a weekly basis on utilization and effectiveness	2. Case managers and peer support specialists will collect	Ongoing weekly	Ongoing weekly

<p>of the LEAD Program and share with key stakeholders to identify opportunities for improvement and sustainability.</p>	<p>and track data, and the program manager will be responsible for organizing the information and reporting to stakeholders</p>		
<p>3. Meet with the LEAD external evaluator to learn evaluation methodology</p> <ul style="list-style-type: none"> a. Update stakeholder committee and operations workgroup on evaluation protocol b. Develop a data collection timeline and process to meet the data needs requested by the external evaluator c. Determine how often meetings between the program manager and external evaluator should occur, and set them on calendar 	<p>3. Program manager will oversee this process and provide direction to stakeholder committee members and case managers/peer support specialists on the process</p>	<p>As soon as possible – April 2018</p>	<p>Ongoing</p>

Exhibit D
Miscellaneous Provisions

I. General Provisions and Requirements

A. Finance and Data Protocols

The Contractor shall comply with the Office of Behavioral Health's (OBH) most current Finance and Data Protocols and the Behavioral Health Accounting and Auditing Guidelines, made a part of this Contract by reference.

B. Print and Marketing Materials

When the Contractor publishes newsletters, consumer pamphlets, or other publications where financial contributors/funders are noted, the State shall be listed as funder. Contractor shall include the current Colorado Department of Human Services logo on any visual marketing materials that advertise programs funded by this Contract.

C. Option Letter

1. For contracts using only State funding: The State may increase or decrease the rates established in the Contract in **Exhibit B, "Budget,"** based upon a cost of living adjustment for the Substance Use Treatment and Prevention lines in the Long Bill through an option letter. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to Contract Section 23, **"Sample Option Letter."** Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract.

D. Start-up Costs

If the State reimburses the Contractor for any start-up costs and the Contractor closes the program or facility within three years of receipt of the start-up costs, the Contractor shall reimburse the State for said start-up costs within sixty (60) days of the closure. The Contractor is not required to reimburse the State for start-up costs if the facility or program closure is due to OBH eliminating funding to that specific program and/or budget line item.

E. Immediate Notification of Closures / Reductions in Force

If the Contractor intends to close a facility or program, it shall notify the OBH Contracts Unit at least five business days prior to the closure. Similarly, if the Contractor, or any sub-contractor provider, intends to conduct a reduction in force which affects a program funded through this contract, the Contractor shall notify the OBH Contracts Unit at least five business days prior to the layoffs.

F. The parties understand and agree that the work to be provided hereunder by the Contractor has begun under State Purchase Order No. IHJA 2018-11283. In that regard, it is the intent and agreement of the parties that upon the execution and approval of this Contract by the State Controller, this Contract shall replace said Purchase Order, and the work performed under said State Purchase Order and the rights, duties, obligations and remedies of the parties as to and concerning said work shall be subject to, controlled and enforced by the terms and conditions of this Contract.

G. The Contractor shall comply with all the provisions and requirements of RFA # 2018000065.

II. Additional Remedies

A. Duty to Act in Good Faith

The Contractor shall comply with all the provisions of this contract and its amendments, if any, and shall act in good faith in the performance of the requirements of said contract. The Contractor agrees that failure to act in good faith in the performance with said requirements may result in the assessment of remedial actions, liquidated damages and/or termination of the contract in whole or in part and/or other actions by the State as allowed by law as set forth in this contract.

B. Corrective Action

The State will notify the Contractor of non-compliance and subsequently, after consultation with the Contractor, will establish a schedule for the Contractor to cure non-compliance. The Contractor shall be responsible for the submission of a plan of corrective action in accordance with said schedule. If full compliance is not achieved, or a plan of action for correction is not submitted and approved by the State within the scheduled time frame, the State may exercise remedies specified in the General Provisions "Remedies" section of this Contract. If the State determines that the Contractor continues to be out of compliance with the Contract, the State may exercise liquidated damages herein.

C. Liquidated Damages.

If an extension of time is not granted by the State, and the required performance associated with this contract is not received from the Contractor then liquidated damages of \$300 a day will be assessed and may be permanently withheld from payments due to the Contractor for each day that performance is late. The parties agree that incomplete or incorrect performance shall also be cause for "late performance." The parties agree that the damages from breach of this contract are difficult to prove or estimate, and the amount of liquidated damages specified herein represents a reasonable estimation of damages that will be suffered by the State from late performance, including costs of additional inspection and oversight, and lost opportunity for additional efficiencies that would have attended on-time completion of performance. Assessment of liquidated damages shall not be exclusive of or in any way limit remedies available to the State at law or equity for Contractor breach.

III. Audit Requirements

A. Independent Audit Requirements

1. "Independent financial audit" shall be defined as follows– a financial audit conducted by a certified public accounting firm or certified public accountant (CPA) in accordance with generally accepted accounting principles and applicable federal regulations. The CPA or firm must be independent of the Contractor. "Independent" means not a regular full-time or part-time employee of the Contractor and not receiving any form of compensation from the Contractor other than compensation that the CPA receives for the conduct of the financial audit.

2. If the Contractor or sub-contractor expends federal awards from all sources (direct or from pass-through entities) in an amount of \$300,000 or more during its fiscal year shall have an independent financial audit performed annually. The audit shall identify, examine, and report the income and expenditures specific to operation of the services described in this contract. The audit will be presented in the format specified in the “Accounting and Auditing Guidelines” for Colorado Department of Human Services, Office of Behavioral Health (OBH), found on the OBH website.
3. The Contractor agrees to comply with the qualified or disclaimer opinion rendered by the independent auditor on financial statements or the negative opinion on peer review reports. Non-compliance with these standards shall result in enforcement of remedies against the Contractor as provided in this Contract.

B. Annual Single Audit

1. If the Contractor or sub-contractor expends federal awards from all sources (direct or from pass-through entities) in an amount of \$750,000 or more during its fiscal year, then the Contractor or sub-contractor shall have an audit of that fiscal year in accordance with the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507).

IV. Financial Requirements

A. Funding Sources

1. The Contractor shall identify all funds delivered to subcontractors as state general fund, state cash funds, or federal grant dollars in **Exhibit B, “Budget.”**
2. If a Single Audit is performed in accordance with Section III.B. above, the Contractor shall report the amount of the federal grant identified in the budget under the CFDA number identified on the first page of this Contract.
3. The Contractor shall communicate the CFDA number to all sub-contractors in their sub-contracts.

B. Unit Cost Report

1. Contractor and all sub-contractors providing behavioral health treatment and recovery services shall complete and submit a unit cost report in accordance with the accounting and auditing guidelines by November 30th each year.

C. Budget Reallocations

1. The Contractor may reallocate funds between the budget categories of this contract, up to 10% of the total contract amount, upon written approval by the OBH, without a contract amendment. Any allowable reallocation is still subject to the limitations of the Not to Exceed and the Maximum Amount Available per Fiscal Year.

D. Payment Terms

1. The Contractor shall invoice monthly for services, no later than the 20th of the month following when services are provided.
2. The Contractor shall utilize the invoice template(s) provided by OBH.
3. All payment requests shall be submitted electronically to OBHpayment@state.co.us

4. Any requests for payment received after September 10th for the prior state fiscal year cannot be processed by OBH.
5. The State will make payment on invoices within 45 days of receipt of a correct and complete invoice to OBHpayment@state.co.us. Consequently, the Contractor must have adequate solvency to pay its expenses up to 45 days after invoice submission to the State.

Exhibit E**HIPAA BUSINESS ASSOCIATE/QUALITY SERVICE ORGANIZATION ADDENDUM**

This Business Associate Addendum (“Addendum”) is a part of the Contract dated April 1, 2018 between the Department of Human Services, Office of Behavioral Health and the City and County of Denver, contract number 18 IHJA 107343. For purposes of this Addendum, the State is referred to as “Covered Entity” or “CE” and the Contractor, who is a Business Associate and a Qualified Service Organization, 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 two (2) 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 Protected Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

3. Obligations of CE.

a. Safeguards During Transmission. CE shall be responsible for using appropriate safeguards, including encryption of PHI, to maintain and ensure the confidentiality, integrity and security of Protected Information transmitted pursuant to 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:

Andrew Martinez, Budget Manager
Office of Behavioral Health, Division of Community Behavioral Health
Department of Human Services
3824 West Princeton Circle, Bldg. 15, Denver, CO 80236

Contractor/Business Associate Representative:

Name: Jeff Thomas
Title: Contract Administrator
Department and Division: Department of Public Health and Environment, City and County of Denver
Address: 200 W. 14th Avenue, Suite 300, Denver, Colorado 80204

ATTACHMENT A

This Attachment sets forth additional terms to the HIPAA Business Associate Addendum, which is part of the Contract dated April 1, 2018, between the Department of Human Services, Office of Behavioral Health and the City and County of Denver, contract number 18 IHJA 107343 (“Contract”) and is effective as of April 1, 2018 (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

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

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

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: _____
NONE

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: _____
The Associate: _____

Acknowledges this agreement qualifies as a Qualified Service Organization Addendum as the agreement is between a Substance Abuse Program ("Program") and a Qualified Service Organization as defined by 42 C.F.R. Part 2.

Acknowledges that in receiving, transmitting, transporting, storing, processing or otherwise dealing with any information received from the Program identifying or otherwise relating to the patient in the Program ("protected information"), it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2. Protected information encompasses protected health information ("PHI") and references to PHI shall be understood to include protected information.

Agrees to resist any efforts in judicial proceeding to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse patient Records, 42 C.F.R. Part 2.

Agrees that if the Associate enters into a contract with any agent or subcontractor, the agent or subcontractor will agree to comply with 42 C.F.R Part 2.

Agrees to ensure that any agent or subcontractor to whom the Associate provides protected information received from the Program, or creates or receives on behalf of the Program, agrees to the same restrictions and conditions that apply through this agreement to the Associate with respect to such information.

Agrees that redisclosure of protected information is prohibited unless permitted by 42 C.F.R. Part 2.

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.]*

**Exhibit F – Modifications to the State of Colorado Department of Human Services
Contract - City and County of Denver**

- I. The Contract is hereby modified as follows:
 - a. INSERT Section 20.U., General Provisions, Cash Reserves: The City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of the City.
 - b. INSERT Section 20.V., General Provisions, Governmental Immunity: The Contractor, by execution of this contract containing this indemnification clause, does not waive the operation of any law concerning the parties' ability to indemnify.

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number:

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

