

OPTION LETTER # R-23

State Agency Department of Health Care Policy and Financing	Option Letter Number R-23
Contractor Denver County	Original Contract Number C22-170236
Current Contract Maximum Amount	Option Contract Number C22-170236R-23
Initial Term	Contract Performance Beginning Date The later of the Effective Date or July 1, 2019
One Term Enhanced: \$1768170.42	
One Term Non- Enhanced: \$28241.39	Current Contract Expiration Date June 30, 2023
State Fiscal Year 2023	
One Term Enhanced: \$1768170.42	
One Term Non- Enhanced: \$28241.39	
Total for All State Fiscal Years \$3592823.62	

1. OPTIONS:

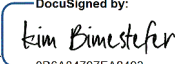
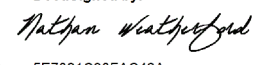
- A. Option to extend for an Extension Term

2. REQUIRED PROVISIONS:

- A. In accordance with Section(s) 2.c. of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning July 1, 2022, and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.

3. OPTION EFFECTIVE DATE:

- A. The effective date of this Option Letter is upon approval of the State Controller or July 1, 2022, whichever is later.

<p>STATE OF COLORADO Jared S. Polis, Governor Department of Health Care Policy and Financing Kim Bimestefer, Executive Director</p> <p>DocuSigned by:  By: Kim Bimestefer, Executive Director</p> <p>Date: <u>6/24/2022</u></p>	<p>In accordance with C.R.S. §24-30-202, 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>DocuSigned by:  By: <u>Nathan Weatherford</u> Greg Tanner, Controller; Department of Health Care Policy and Financing</p> <p>Option Effective Date: <u>6/24/2022</u></p>
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STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

COVER PAGE

State Agency Department of Health Care Policy and Financing	Contract Number C22-170236
Contractor Denver County	Contract Performance Beginning Date July 1, 2021
Contract Maximum Amount One Term Enhanced: \$1,768,170.42 One Term Non -Enhanced: \$28,241.39	Initial Contract Expiration Date June 30, 2022
Total for All State Fiscal Years	\$1,796,411.81
Contract Purpose The funding is to support county departments of human/social services to manage the workload at the end of the Public Health Emergency (PHE). Counties are required to review eligibility within six (6) months of the end of the PHE, dependent on guidance from the federal government. The funding supports county staff and associated costs to manage that workload.	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract: <ol style="list-style-type: none"> 1. Exhibit A – Statement of Work 2. Exhibit B – Rates: Public Health Emergency (PHE): County Administration Allocation 3. Exhibit C – Sample Option Letter 4. Exhibit D – Enhanced Eligible Expenditures 5. Exhibit E – Non-Enhanced Eligible Expenditures <p>In the event of a conflict or inconsistency between this Contract and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> 1. Colorado Special Provisions in §18 of the main body of thisContract. 2. The provisions of the other sections of the main body of thisContract. 3. Exhibit A, Statement of Work. 4. Exhibit B, Rates: Public Health Emergency (PHE): County Administration Allocation 5. Exhibit C, Sample Option Letter. 	
Principal Representatives	
For the State: Joshua Montoya Department of Healthcare Policy and Financing Policy, Communications & Administration Office 1570 Grant Street Denver, Co 80203 Joshua.montoya@state.co.us	For Contractor: Donald Mares Denver County Department of Human Services 1200 Federal Blvd Denver, CO 80204 -3221 donald.mares@denvergov.org

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that the signer is duly authorized to execute this Contract and to bind the Party authorizing such signature.


<p>CONTRACTOR Donald Mares County Director</p> <p>Mares, Donald J. - MOS</p> <p>Digitally signed by Mares, Donald J. - MOS Date: 2021.11.18 15:44:46 -07'00'</p> <p>By: _____</p> <p>Date: _____</p>	<p>STATE OF COLORADO Jared S. Polis, Governor Department of Health Care Policy and Financing Kim Bimestefer, Executive Director</p> <p>DocuSigned by:  0B6A84797EA8493...</p> <p>By: _____</p> <p>11/23/2021</p> <p>Date: _____</p>
	<p>LEGAL REVIEW Phil Weiser, Attorney General</p> <p>By: _____ N/A</p> <p>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>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by:  BBEOF4C030DC45C...</p> <p>By: _____</p> <p>11/23/2021</p> <p>Effective Date: _____</p>	

TABLE OF CONTENTS

	COVER PAGE	1
	SIGNATURE PAGE	2
1.	PARTIES	2
2.	TERM AND EFFECTIVE DATE	2
3.	DEFINITIONS.....	3
4.	STATEMENT OF WORK	5
5.	PAYMENTS TO CONTRACTOR.....	6
6.	REPORTING - NOTIFICATION.....	6
7.	CONTRACTOR RECORDS	7
8.	CONFIDENTIAL INFORMATION-STATE RECORDS	7
9.	CONFLICTS OF INTEREST	8
10.	INSURANCE.....	9
11.	BREACH OF CONTRACT.....	11
12.	REMEDIES.....	11
13.	NOTICES AND REPRESENTATIVES	13
14.	RIGHTS IN WORK PRODUCT AND OTHER INFORMATION	13
15.	GENERAL PROVISIONS	14
16.	ADDITIONAL GENERAL PROVISIONS... ..	17
17.	COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)	20

1. PARTIES

This Contract is entered into by and between Contractor named on the Cover Page for this Contract (the “Contractor”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Contract (the “State”). 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 Cover Page for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Cover Page 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

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, of one year or less 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 the Sample Option Letter attached to this Contract. Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed five years from its Effective Date absent prior approval from the State Purchasing Director in accordance with the Colorado Procurement Code.

d. Option to Increase or Decrease Statewide Quantity of Service

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

e. 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 **§14**, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two 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 this Contract.

f. 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. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for breach by Contractor, which shall be governed by **§12.A.i**.

i. Method and Content

The State shall notify Contractor of such termination in accordance with **§14**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

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 **§12.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. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- a. "**Breach of Contract**" means 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. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- b. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- c. "**Chief Procurement Officer**" means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.

- 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. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State’s Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract.
- i. “**Exhibits**” means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.
- j. “**Extension Term**” means the time period defined in §2.C.
- k. “**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.”
- l. “**Initial Term**” means the time period defined in §2.B.
- m. “**Party**” means the State or Contractor, and “**Parties**” means both the State and Contractor.
- n. “**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.
- o. “**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 and 24-73-101, C.R.S.
- p. “**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.

- q. “**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.
- r. “**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. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- s. “**State Fiscal Rules**” means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- t. “**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.
- u. “**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.
- v. “**Subcontractor**” means third-parties, if any, engaged by Contractor to aid in performance of the Work.
- w. “**Work**” means the Goods delivered and Services performed pursuant to this Contract.
- x. “**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.

4. STATEMENT OF WORK

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of Exhibit A. 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.

5. 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 State Fiscal Year shown on the Cover Page for this Contract, unless the Contractor earns funding from the Remaining Funds Incentive Pool as described in Exhibit A. In no event will payments to the Contractor exceed more than the Contractor's maximum local share paid.

b. Payment Procedures

i. Payment

Payment pursuant to this Contract will be made as earned. Any advance payments allowed under this Contract shall comply with State Fiscal Rules and be made in accordance with the provisions of this Contract. The State shall initiate payments by submitting the necessary information to the Colorado Department of Human Services for payment through the County Financial Management System and the necessary accounting codes as provided by the Department.

ii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall follow the Dispute Resolution process as found in Exhibit A.

iii. 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). 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.

6. REPORTING - NOTIFICATION

a. 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 10 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 on the Cover Page for this Contract.

7. 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 three 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 two 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.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

a. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, 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. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable, **(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 Agreement attached to this Contract, if

applicable. 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. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

e. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. 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.

10. 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. All insurance policies required by this Contract that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

a. Contractor Insurance

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

b. Subcontractor Requirements

Contractor shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Contractor shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract all of the following insurance policies:

i. 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.

ii. 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:

1. \$1,000,000 each occurrence;
2. \$1,000,000 general aggregate;

3. \$1,000,000 products and completed operations aggregate; and
4. \$50,000 any one fire.

iii. 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.

iv. 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:

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

v. Professional Liability Insurance

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

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

vi. Crime Insurance

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

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

c. 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.

d. 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.

e. Cancellation

All commercial 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 §14 within seven days of Contractor's receipt of such notice.

f. Subrogation Waiver

All commercial 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.

g. Certificates

For each commercial insurance plan provided by Contractor under this Contract, Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within seven Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven 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 seven 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 seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §10.

11. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 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 this Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24- 109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

12. 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 §11, shall have all of the remedies listed in this section 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.

1. 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.

2. 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**.

3. 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:

1. 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.

2. 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 §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Contract 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 on the Cover Page for this Contract. 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 on the Cover Page for this Contract. Either Party may change its principal representative or principal representative contact information or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative by notice submitted in accordance with this section without a formal amendment to this Contract.

14. 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.

c. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: **(i)** entered into as exhibits to this Contract; **(ii)** obtained by the State from the applicable third-party vendor; or **(iii)** in the case of open source software, the license terms set forth in the applicable open source license agreement.

15. 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

Contractor shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of 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 §17.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. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

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. 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 this Contract.

l. 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 this Contract and shall be enforceable by the other Party.

m. 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.

n. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §17.A, 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 this Contract, and do not create any rights for such third parties.

o. 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.

p. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

q. 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.

r. 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.

16. ADDITIONAL GENERAL PROVISIONS**A. Compliance with Applicable Law**

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

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

Equal Pay Act of 1963	29 U.S.C. 206(d)
Federal Water Pollution Control Act, as amended	33 U.S.C. 1251, et seq.
Immigration Reform and Control Act of 1986	8 U.S.C. 1324b
Section 504 of the Rehabilitation Act of 1973, as amended	29 U.S.C. 794
Title VI of the Civil Rights Act of 1964, as amended	42 U.S.C. 2000d, et seq.
Title VII of the Civil Rights Act of 1964	42 U.S.C. 2000e
Title IX of the Education Amendments of 1972, as amended	20 U.S.C. 1681

State laws include:

Civil Rights Division	Section 24-34-301, CRS, <i>et seq.</i>
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The Contractor also shall comply with any and all laws and regulations prohibiting discrimination in the specific program(s) which is/are the subject of this Contract. In consideration of and for the purpose of obtaining any and all federal and/or state financial assistance, the Contractor makes the following assurances, upon which the State relies.

- i. The Contractor will not discriminate against any person on the basis of race, color, national origin, age, sex, religion or handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions, in performance of Work under this Contract.
- ii. At all times during the performance of this Contract, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor.

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

B. Federal Audit Provisions

Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations, defines audit requirements under the Single Audit Act of 1996 (Public Law 104-156). All state and local governments and

non-profit organizations expending \$500,000.00 or more from all sources (direct or from pass-through entities) are required to comply with the provisions of Circular No. A-133. The Circular also requires pass-through entities to monitor the activities of subrecipients and ensure that subrecipients meet the audit requirements. To identify its pass-through responsibilities, the State of Colorado requires all subrecipients to notify the State when expected or actual expenditures of federal assistance from all sources equal or exceed \$500,000.00.

C. Debarment and Suspension

- i. If this is a covered transaction or the Contract amount exceeds \$100,000.00, the Contractor certifies to the best of its knowledge and belief that it and its principals and Subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.
- ii. This certification is a material representation of fact upon which reliance was placed when the State determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available at law or by contract, the State may terminate this Contract for default.
- iii. The Contractor shall provide immediate written notice to the State if it has been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency.
- iv. The terms “covered transaction,” “debarment,” “suspension,” “ineligible,” “lower tier covered transaction,” “principal,” and “voluntarily excluded,” as used in this paragraph, have the meanings set out in 2 C.F.R. Parts 180 and 376.
- v. The Contractor agrees that it will include this certification in all lower tier covered transactions and subcontracts that exceed \$100,000.00.

D. Force Majeure

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

E. Disputes

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract shall follow the established process of Dispute Resolution as in Exhibit A.

F. Lobbying

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

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Contract.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Contracts) and that all subrecipients shall certify and disclose accordingly.
- iv. This certification is a material representation of fact upon which reliance was placed when the transaction was made or entered into. Submission of the certification is a requisite for making or entering into transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

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

A. STATUTORY 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. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

t. 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.

u. 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 Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 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. 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, contained in these statutes.

v. COMPLIANCE WITH LAW.

Contractor shall 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.

w. CHOICE OF LAW, JURISDICTION, AND VENUE.

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. 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.

x. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

y. SOFTWARE PIRACY PROHIBITION.

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.

z. 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.

EXHIBIT A, STATEMENT OF WORK

1. TERMINOLOGY

- 1.1. The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.
 - 1.1.1. Business Interruption – Any event that disrupts Contractor’s ability to complete the Work for a period of time, and may include, but is not limited to a Disaster, power outage, strike, loss of necessary personnel or computer virus.
 - 1.1.2. Child Health Plan Plus (CHP+) – Colorado’s public low-cost health insurance for certain children and pregnant women. It is for people who earn too much to qualify for Health First Colorado (Colorado's Medicaid Program), but not enough to pay for private health insurance.
 - 1.1.3. COGNOS/Decision Support System 01 (DSS01) – the Department’s data reporting systems that use information from the Colorado Benefits Management System (CBMS).
 - 1.1.4. Colorado Benefits Management System (CBMS) – the State’s eligibility determination system.
 - 1.1.5. Colorado interChange (interChange) – the State’s claims payment system and related subsystems that utilize eligibility information from CBMS to pay providers for medical and/or other claims. The system and related subsystems also collects and analyzes data related to those payments.
 - 1.1.6. Colorado Revised Statutes (C.R.S.) – The legal code of Colorado; the legal codified general and permanent statutes of the Colorado General Assembly.
 - 1.1.7. County Administration website – the Department’s public-facing website where contract documentation is kept for the County Incentives Program (<http://www.colorado.gov/hcpf/county-admin>).
 - 1.1.8. County Financial Management System (CFMS) – the accounting system utilized by the Contractor to record expenditures against county administration funding for Colorado’s Medical Assistance Program. The system is also used to issue Performance Incentive Payments to eligible Contractors.
 - 1.1.9. Determination – The act of using CBMS to determine if an Applicant is eligible for the Colorado Medical Assistance Program based on information submitted on a new application, a redetermination or a change in member circumstance.
 - 1.1.10. Disenroll or Disenrollment – The act of processing a change in circumstance that affects a member’s eligibility and makes them ineligible for coverage within Health First Colorado or Child Health Plan *Plus*.
 - 1.1.11. Governor’s Office of Information Technology (OIT) – The office created by and described in §§24-37.5.101, *et seq.* C.R.S. OIT is the Information Technology Service Provider for Consolidated State Agencies.
 - 1.1.12. HCPF Memo Series - The Department’s policy, operational and informational communications that are utilized to provide contract clarifications, provide data and operational guidance and share information pertaining to the County Incentives Program.

- 1.1.13. Health First Colorado – the member-facing name for Colorado's Medical Assistance Program, which includes all programs that use the Modified Adjusted Gross Income (MAGI) methodology.
- 1.1.14. Information Technology Service Provider (ITSP) - A Service Provider that provides information technology services to the Contractor. The ITSP may be an internal department, a third-party vendor or OIT.
- 1.1.15. Locked-In Report - Members not disenrolled from the Colorado Medical Assistance Program due to changes in circumstances during the COVID 19 Public Health Emergency.
- 1.1.16. Long Term Care (LTC) - Long-Term Care is a Medical Assistance program that provides nursing-home care, home-health care, personal or adult day care for individuals aged at least 65 years or with a chronic or disabling condition.
- 1.1.17. Fraud – An intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to that person or some other person and includes any act that constitutes fraud under any federal or state law.
- 1.1.18. Key Personnel – The position or positions that are specifically designated as such in this Contract.
- 1.1.19. Member – An individual who is eligible for the Colorado Medical Assistance Program. Also known as a client.
- 1.1.20. Operational Start Date – When the Department authorizes Contractor to begin fulfilling its obligations under the Contract.
- 1.1.21. Public Health Emergency (PHE) -The COVID 19 Public Health Emergency is defined and determined per Federal Government guidance.
- 1.1.22. Staffing Plan – Plan designed and approved to process cases on the Locked-In Report

2. PUBLIC HEALTH EMERGENCY (PHE) LOCKED-IN REPORT

- 2.1. The Public Health Emergency (PHE) is determined solely by the federal government. At the end of the PHE, an eligibility review will be required for all Medical Assistance (MA) members, some of which may be processed by the Colorado Benefits Management System (CBMS), while some will require processing by the Contractor.
- 2.2. Locked-In and Continuous Coverage
 - 2.2.1. Due to federal provisions, a number of MA members are locked-in to coverage because of the PHE.
 - 2.2.2. The Contractor shall complete an eligibility review on these members as the PHE is ended as communicated by the federal government.
 - 2.2.2.1. The Department shall communicate additional guidance regarding the end of the PHE to the Contractor through the HCPF Memo Series.
 - 2.2.3. Each Contractor's current percentage share of locked-in members is available on the COVID Locked-In Report SharePoint site page, which the Contractor has access to.
 - 2.2.3.1. The Department may provide additional data, if necessary, and the Contractor shall follow any guidance issued by the Department if additional data is provided.

- 2.2.4. The Department will continue to update the Locked-in Report as additional members are locked into coverage before the end of the PHE.
- 2.3. PHE Funding Availability
 - 23.1. The Contractor has been awarded an allocation from the BA-10 budget amendment that funds PHE-related activities and workload.
 - 23.2. Each Contractor's allocation of enhanced funding is available in HCPF IM 21-031.
- 2.4. Staffing Plan and Approved Expenditures
 - 24.1. The Contractor provided a detailed staffing plan following the OM21-036 guidance for approval by the Department to access the PHE funding.
 - 24.2. The Contractor shall fully implement the Staffing Plan as approved by the Department and any additional information/clarification provided to and approved by the Department per HCPF OM 21-036.
 - 24.3. The Contractor shall reach out to the Department within five (5) business days if the Staffing Plan that was approved has changed or requires update. The Contractor shall seek prior approval from the Department before implementing any changes to the Contractor's approved Staffing Plan.
 - 24.4. The Contractor shall track all Medical Assistance expenditures related to the PHE.
- 2.5. Compensation
 - 25.1. The Contractor will receive a reimbursement for eligible expenditures, not to exceed the maximum as specified in Exhibit B, Rates.
 - 25.2. The Contractor shall code enhanced eligible expenditures funding to the appropriate CFMS Code M216.5405. see Exhibit D.
 - 25.3. The Contractor shall code non-enhanced expenditures to the CFMS Code M215.5400, see Exhibit E.
 - 25.4. The Contractor shall refer to HCPF [Agency Letter15-006](#) for information on expenditures eligible for non-enhanced vs. enhanced funding.
 - 25.5. The Department may review expenditures charged to the approved CFMS codes and may require any unapproved expenditure to be charged to regular operational funding streams through county administration.
 - 25.6. There is no local share required by the Contractor for any approved expenditures under this agreement.

EXHIBIT B, RATES

PUBLIC HEALTH EMERGENCY (PHE): COUNTY ADMINISTRATION ALLOCATION

County	PUBLIC HEALTH EMERGENCY (PHE): COUNTY ADMINISTRATION ALLOCATION (\$)	
Denver County	Enhanced: \$1,768,170.42	Non-enhanced: \$28,241.39
Total	\$1,796,411.81	

EXHIBIT C, SAMPLE OPTION LETTER**OPTION LETTER**

State Agency Department of Health Care Policy and Financing	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	Option Contract Number Insert CMS number or Other Contract Number of this Option
Initial Term	Contract Performance Beginning Date The later of the Effective Date or Month Day, Year
State Fiscal Year 20xx \$0.00	
Extension Terms	Current Contract Expiration Date Month Day, Year
State Fiscal Year 20xx \$0.00	
State Fiscal Year 20xx \$0.00	
State Fiscal Year 20xx \$0.00	
Total for All State Fiscal Years \$0.00	

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 the 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 the Effective Date of this Option Letter, whichever is later.

<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Department of Health Care Policy and Financing Kim Bimestefer, Executive Director</p> <p>By: _____ Kim Bimestefer, Executive Director</p> <p>Date: _____</p>	<p>In accordance with C.R.S. §24-30-202, this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____</p> <p>Option Effective Date: _____</p>
--	---

EXHIBIT D, ENHANCED ELIGIBLE ALLOCATION

FY 2021-22 HCPF BA-10 Budget Amendment			
Public Health Emergency (PHE): County Administration Allocation			
Funding Availability: 7/1/2021 - 6/30/2022			
FY 2021-22 Appropriation Enhanced:	\$12,798,255		
County	Members Locked-In due to PHE	(%) of Total Locked-In	Allocation by (%) Locked - In
ADAMS	48910	12.06%	\$ 1,543,673.40
ALAMOSA	1947	0.48%	\$ 61,450.26
ARAPAHOE	47969	11.83%	\$ 1,513,974.02
ARCHULETA	1194	0.29%	\$ 37,684.44
BACA	379	0.09%	\$ 11,961.81
BENT	462	0.11%	\$ 14,581.42
BOULDER	17702	4.37%	\$ 558,701.83
BROOMFIELD	2444	0.60%	\$ 77,136.33
CHAFFEE	1577	0.39%	\$ 49,772.50
CHEYENNE	183	0.05%	\$ 5,775.76
CLEAR CREEK	503	0.12%	\$ 15,875.44
CONEJOS	1023	0.25%	\$ 32,287.42
COSTILLA	507	0.13%	\$ 16,001.69
CROWLEY	428	0.11%	\$ 13,508.33
CUSTER	249	0.06%	\$ 7,858.82
DELTA	3402	0.84%	\$ 107,372.25
DENVER	56023	13.82%	\$ 1,768,170.42
DOLORES	187	0.05%	\$ 5,902.00
DOUGLAS	10424	2.57%	\$ 328,997.17
EAGLE	3146	0.78%	\$ 99,292.51
EL PASO	52861	13.04%	\$ 1,668,372.92
ELBERT	1050	0.26%	\$ 33,139.58
FREMONT	3905	0.96%	\$ 123,247.69
GARFIELD	5146	1.27%	\$ 162,415.53
GILPIN	368	0.09%	\$ 11,614.64
GRAND	772	0.19%	\$ 24,365.48
GUNNISON	1177	0.29%	\$ 37,147.90
HINSDALE	40	0.01%	\$ 1,262.46

HUERFANO	703	0.17%	\$ 22,187.74
JACKSON	101	0.02%	\$ 3,187.71
JEFFERSON	30962	7.64%	\$ 977,207.44
KIOWA	169	0.04%	\$ 5,333.90
KIT CARSON	732	0.18%	\$ 23,103.02
LA PLATA	3869	0.95%	\$ 122,111.48
LAKE	714	0.18%	\$ 22,534.92
LARIMER	20958	5.17%	\$ 661,466.10
LAS ANIMAS	1508	0.37%	\$ 47,594.76
LINCOLN	450	0.11%	\$ 14,202.68
LOGAN	1338	0.33%	\$ 42,229.30
MESA	13145	3.24%	\$ 414,876.04
MINERAL	62	0.02%	\$ 1,956.81
MOFFAT	1306	0.32%	\$ 41,219.33
MONTEZUMA	2838	0.70%	\$ 89,571.56
MONTROSE	4383	1.08%	\$ 138,334.09
MORGAN	3052	0.75%	\$ 96,325.73
OTERO	2032	0.50%	\$ 64,132.99
OURAY	266	0.07%	\$ 8,395.36
PARK	1074	0.26%	\$ 33,897.06
PHILLIPS	365	0.09%	\$ 11,519.95
PITKIN	656	0.16%	\$ 20,704.35
PROWERS	1383	0.34%	\$ 43,649.57
PUEBLO	16228	4.00%	\$ 512,180.17
RIO BLANCO	485	0.12%	\$ 15,307.33
RIO GRANDE	1380	0.34%	\$ 43,554.88
ROUTT	1319	0.33%	\$ 41,629.63
SAGUACHE	844	0.21%	\$ 26,637.91
SAN JUAN	80	0.02%	\$ 2,524.92
SAN MIGUEL	480	0.12%	\$ 15,149.52
SEDGWICK	182	0.04%	\$ 5,744.19
SUMMIT	1797	0.44%	\$ 56,716.03
TELLER	1752	0.43%	\$ 55,295.76
WASHINGTON	453	0.11%	\$ 14,297.36
WELD	23581	5.82%	\$ 744,251.94
YUMA	877	0.22%	\$ 27,679.44
Total	405502		\$ 12,798,255.00
Data Pull Date	4/12/2021		

EXHIBIT E, NON-ENHANCED ELIGIBLE ALLOCATION

FY 2021-22 HCPF BA-10 Budget Amendment			
Public Health Emergency (PHE): County Administration Allocation			
Funding Availability: 7/1/2021 - 6/30/2022			
FY 2021-22 Appropriation (Non-Enhanced):		\$204,415	
County	Members Locked-In due to PHE	(%) of Total Locked-In	Allocation by (%) Locked - In
ADAMS	48910	12.06%	\$ 24,655.70
ALAMOSA	1947	0.48%	\$ 981.49
ARAPAHOE	47969	11.83%	\$ 24,181.34
ARCHULETA	1194	0.29%	\$ 601.90
BACA	379	0.09%	\$ 191.06
BENT	462	0.11%	\$ 232.90
BOULDER	17702	4.37%	\$ 8,923.64
BROOMFIELD	2444	0.60%	\$ 1,232.03
CHAFFEE	1577	0.39%	\$ 794.97
CHEYENNE	183	0.05%	\$ 92.25
CLEAR CREEK	503	0.12%	\$ 253.56
CONEJOS	1023	0.25%	\$ 515.70
COSTILLA	507	0.13%	\$ 255.58
CROWLEY	428	0.11%	\$ 215.76
CUSTER	249	0.06%	\$ 125.52
DELTA	3402	0.84%	\$ 1,714.96
DENVER	56023	13.82%	\$ 28,241.39
DOLORES	187	0.05%	\$ 94.27
DOUGLAS	10424	2.57%	\$ 5,254.78
EAGLE	3146	0.78%	\$ 1,585.91
EL PASO	52861	13.04%	\$ 26,647.42
ELBERT	1050	0.26%	\$ 529.31
FREMONT	3905	0.96%	\$ 1,968.52
GARFIELD	5146	1.27%	\$ 2,594.12
GILPIN	368	0.09%	\$ 185.51
GRAND	772	0.19%	\$ 389.17
GUNNISON	1177	0.29%	\$ 593.33
HINSDALE	40	0.01%	\$ 20.16

HUERFANO	703	0.17%	\$ 354.38
JACKSON	101	0.02%	\$ 50.91
JEFFERSON	30962	7.64%	\$ 15,608.05
KIOWA	169	0.04%	\$ 85.19
KIT CARSON	732	0.18%	\$ 369.00
LA PLATA	3869	0.95%	\$ 1,950.38
LAKE	714	0.18%	\$ 359.93
LARIMER	20958	5.17%	\$ 10,565.00
LAS ANIMAS	1508	0.37%	\$ 760.19
LINCOLN	450	0.11%	\$ 226.85
LOGAN	1338	0.33%	\$ 674.49
MESA	13145	3.24%	\$ 6,626.44
MINERAL	62	0.02%	\$ 31.25
MOFFAT	1306	0.32%	\$ 658.36
MONTEZUMA	2838	0.70%	\$ 1,430.65
MONTROSE	4383	1.08%	\$ 2,209.49
MORGAN	3052	0.75%	\$ 1,538.52
OTERO	2032	0.50%	\$ 1,024.34
OURAY	266	0.07%	\$ 134.09
PARK	1074	0.26%	\$ 541.41
PHILLIPS	365	0.09%	\$ 184.00
PITKIN	656	0.16%	\$ 330.69
PROWERS	1383	0.34%	\$ 697.18
PUEBLO	16228	4.00%	\$ 8,180.59
RIO BLANCO	485	0.12%	\$ 244.49
RIO GRANDE	1380	0.34%	\$ 695.66
ROUTT	1319	0.33%	\$ 664.91
SAGUACHE	844	0.21%	\$ 425.46
SAN JUAN	80	0.02%	\$ 40.33
SAN MIGUEL	480	0.12%	\$ 241.97
SEDGWICK	182	0.04%	\$ 91.75
SUMMIT	1797	0.44%	\$ 905.87
TELLER	1752	0.43%	\$ 883.19
WASHINGTON	453	0.11%	\$ 228.36
WELD	23581	5.82%	\$ 11,887.27
YUMA	877	0.22%	\$ 442.10
Total	405502		\$ 204,415.00
Data Pull Date	4/12/2021		

DELEGATION OF AUTHORITY

The Mayor, Donald Mares, or any other designee of the Mayor, are hereby authorized to execute documents on behalf of the City necessary to receive grant funds from the State of Colorado Department of Health Care Policy and Financing, including a grant agreement, so long as the documents requiring the City authorized signature are executed or required by the State of Colorado Department of Health Care Policy and Financing.

Contract Control Number: SOCSV-202160394-00
Contractor Name: State of Colorado; Acting by and through the Department of Health Care and Public Financing


IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of: 10/1/2021


SEAL



CITY AND COUNTY OF DENVER:

ATTEST:

DocuSigned by:

401285B9DD354C3
Clerk and Recorder/Public Trustee
Paul López

By: DocuSigned by:

6526E0F6F8084DA...
Deputy Mayor
Donald Mares


APPROVED AS TO FORM:


Attorney for the City and County of Denver

By: DocuSigned by:

7E4B8E7000CC450...
Assistant City Attorney
Andrew Riester

REGISTERED AND COUNTERSIGNED:

By: DocuSigned by:

3732C47373F80C1...
Chief Financial Officer
Brendan J Hanlon

By: DocuSigned by:

0200534F007045D...
Auditor
Timothy M. O'Brien

Contract Control Number: SOCSV-202160394-00
Contractor Name: State of Colorado; Acting by and through the Department of Health Care and Public Financing

By: *State Signatures will be collected upon the Full Execution of this agreement*

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

(/)

[HCPF-Home \(/Pages/Home.aspx\)](#) / eClearance

eClearance Documents (<https://cohcpf.sharepoint.com/eClearance/eClearanceDocuments>) FY21-22 Public Health Emergency (BA-10) Allocation Contract

Document Set Properties

Instructions

1. Open and review documents - use Ctrl + click to open each document
2. Click on "Edit Properties" on the left side of this page to approve or not
3. Save

FY21-22 Public Health Emergency (BA-10) Allocation Contract

The Public Health Emergency (PHE) BA-10 Allocation funding is to support county departments of human/social services to manage the workload at the end of the PHE. Counties are required to review eligibility within six (6) months of the end of the PHE, dependent on guidance from the federal government. The funding supports county staff and associated costs to manage that workload. All 64 Counties will receive the final PHE BA-10 Allocation Contract. The Adams County PHE BA-10 Allocation Contract is one of the 64 counties for your review. The Contract language is the same for all counties, but the funding amount for each county differs and is listed on the Master excel Spreadsheet attached here.

ClearanceType Contracts (Program Approvals After P&C R
(<https://cohcpf.sharepoint.com/eClearance/Forms/Complete/docsethome.aspx?ID=41306&FolderCTID=0x0120D5200056...>)
PageType=4&ListId={58d5a54a-ff6d-49985cf991a436ec}&ID=15&RootFolder=*)

Originating Division Policy Communications and Administration

Primary Contact Mulatu, Rahem (/eClearance/_layouts/15/u)

eClearance Status Complete

[View All Properties](#)
[Edit Properties](#)

Workflow History

Title	Activity	Con
FY21-22 Public Health Emergency (BA... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearanceWorkflow Log/DispForm.aspx?ID=87234)	Sent to 1: Geduldig, Sarah	Approver
FY21-22 Public Health Emergency (BA... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearanceWorkflow Log/DispForm.aspx?ID=87259)	Approved	
FY21-22 Public Health Emergency (BA... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearanceWorkflow Log/DispForm.aspx?ID=87260)	Sent to 2: Montoya, Joshua	Approver
FY21-22 Public Health Emergency (BA... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearanceWorkflow Log/DispForm.aspx?ID=87269)	Approved	
FY21-22 Public Health Emergency (BA... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearanceWorkflow Log/DispForm.aspx?ID=87270)	Sent to 3: Reiter, Rachel	Approver
FY21-22 Public Health Emergency (BA... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearanceWorkflow Log/DispForm.aspx?ID=88620)	Approved	
FY21-22 Public Health Emergency (BA... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearanceWorkflow Log/DispForm.aspx?ID=88621)	Sent to 4: Massey, Tom	Approver
FY21-22 Public Health Emergency (BA... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearanceWorkflow Log/DispForm.aspx?ID=89281)	Approved	
FY21-22 Public Health Emergency (BA... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearanceWorkflow Log/DispForm.aspx?ID=89282)	Sent to 5: Bimestefer, Kim	Approver
FY21-22 Public Health Emergency (BA... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearanceWorkflow Log/DispForm.aspx?ID=89490)	Approved	
FY21-22 Public Health Emergency (BA... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearanceWorkflow Log/DispForm.aspx?ID=89491)	Sent to 6: Goffredi, Marie...	Approver
FY21-22 Public Health Emergency (BA... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearanceWorkflow Log/DispForm.aspx?ID=89513)	Approved	
FY21-22 Public Health Emergency (BA... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearanceWorkflow Log/DispForm.aspx?ID=89514)	All complete	

New Upload Sync Share More

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Name	Modified	Modified By
Adams County (/eClearance/eClearanceDocuments/FY21-22 Public Health Emergency (BA-10) Allocation Contract/Adams County.docx)	June 29	Montoya, Joshua (/eClearance/_layouts/15/userdisp.aspx?ID=86C
FY21-22 Executive Director Contract Summary and Checklist (/eClearance/eClearanceDocuments/FY21-22 Public Health Emergency (BA-10) Allocation Contract/FY21-22 Executive Director Contract Summary and Checklist .docx)	June 25	Mulatu, Rahem (/eClearance/_layouts/15/userdisp.aspx?ID=1754
MASTER (/eClearance/eClearanceDocuments/FY21-22 Public Health Emergency (BA-10) Allocation Contract/MASTER.xlsx)	June 25	Mulatu, Rahem (/eClearance/_layouts/15/userdisp.aspx?ID=1754

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DEPARTMENT VALUES

Person-Centeredness • Accountability • Continuous Improvement • Employee Engagement • Integrity • Transparency

Contract Number	
P&C Specialist	

Executive Director Contract Summary and Checklist

Program Contact	Joshua Montoya	Contract Manager Email	Rahem.Mulatu@state.co.us
ELT Member	Rachel Reiter	Contact Phone #	303-866-3921
SET Member	Tom Massey	Type of Modification	Contract Amendment
Contractor Name		County Department of Human/Social Services (64 counties)	
Summary of Services Provided		Through this Contract, county departments of human/social services are provided additional funding to manage the Locked-in workload at the end of the Public Health Emergency (PHE). Counties are required to review eligibility within six (6) months of the end of the PHE, dependent on guidance from the federal government. The funding supports county staff and associated costs to manage that workload.	
New Total Contract Amount (Include each SFY and the total)		Enhanced eligible expenditures: \$12,798,255.00. Non-enhanced expenditures: \$204,415.00. (split across all 64 counties based on April Locked-In percentage)	
Modification Amount (the amount being added to or subtracted from the Contract by this modification – include each SFY if the modification adds funds for more than one year)		N/A	
Key Modifications (What is changing in this modification – be thorough)		N/A	
Contract Reference or Answer (If the modification does not add new work, such as in the case of an option letter, then note each criterion for new work as “unchanged” and complete all other questions normally)		Criteria (For additional information, please review the Executive Director Summary and Checklist Guidance available on the Procurement drafting request page)	
Performance Metrics			
Unchanged; N/A		Where are the performance metrics for all new work shown in the modification?	

Unchanged; N/A. The HCPF Program staff will send out a status update communication to the counties to gauge how the counties are doing with the PHE work and if they need assistance.	Where are HCPF Program staff and their Management program expectations for new work <u>clearly included</u> in the modification?
Unchanged	Which performance metrics related to the new work have financial repercussions for failing to meet the metric?
Specific Provisions	
Yes	Does the contract already include standard clauses for non-solicitation of state employees (or were they added in a prior amendment)? If “no”, have they been added in this modification and if they have not, why?
Yes	Does the contract already include the appropriate cybersecurity clauses for the risk level of the contract (or were they added in a prior amendment)? If “no”, have they been added in this modification and if they have not, why?
Payment	
Unchanged; N/A	Describe how payments for new work are tied to one of the following: <ol style="list-style-type: none"> 1. Meeting specific performance standards; 2. Completing deliverables; or 3. Recovering funds for the Department?
Unchanged; N/A	Does this modification provide better rates or is the Department getting more for its money for existing work? If “no” how has the Department tried to obtain better rates or get more for its money?
The funding stream of the PHE fund was appropriated through the General Assembly to support counties with high number of cases that are in Locked-in status as a result of the PHE. The rate for each county is determined using the April 2021 Locked-in report. This funding stream is statutory, and the Department does not open competitive bid county administration work.	How were the rates and payments for the new work determined? How do we know they are competitive and that we are getting a good price for the services provided?
Partnership	
The contract manager will review and track the monthly spending by using the Settlement Accounting Finance report. Per funding utilization trend, the contract manager may reach out to the county to ask for additional clarification on the use of the fund, as needed.	How has the contract manager ensured that the contractor understands the expectations of the Department’s business owner related to new work ?

The Program Contact, ELT Member, and SET Member listed above document their approval of this form by approving the eClearance folder containing it.

Contract Control Number:
Contractor Name:

SOCSV-202160394-01
Colorado Department of Health Care and Public Financing

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:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

SOCSV-202160394-01
Colorado Department of Health Care and Public Financing

By: Already signed by the State (see enclosed contract)

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)