

**PROWERS COUNTY, COLORADO BOARD OF COMMISSIONERS**  
**February 7, 2023**

8:00 a.m. Mark Dorenkamp, Road & Bridge Supervisor  
- Update (*Hickory House Restaurant*)

**COMMISSIONERS' BOARD ROOM, 2<sup>nd</sup> FLOOR OF COURTHOUSE**  
**301 S. MAIN STREET, LAMAR, CO 81052**

**WORK SESSION**

9:00 a.m. Chris Wilkinson  
- Discussion on Retirement

9:30 a.m. Tim Turpin, Working Ranch Cowboys Association (WRCA)  
- Fairgrounds Facility Agreement and Waiver of Fees

9:45 a.m. Axel Thurner, Vaqueros Saddle Club  
- Fairgrounds Facility Agreement and Waiver of Fees

10:00 a.m. Gary Harbert, Veterans' Service Officer  
- County VSO Monthly Report and Certification of Pay

10:15 a.m. Cheryl Sanchez, Prowers Economic Prosperity Director  
- PEP update

10:30 a.m. Jana Coen, Prowers County Clerk  
- Discussion Re: Historical BOCC Indexes and Meeting Minutes from  
ARCASearch

**MEETING AGENDA**

Invocation

Pledge of Allegiance

1:00 p.m. Call Meeting to Order  
Roll Call

## **CONSENT AGENDA ACTION ITEMS:**

1. Consider Approval of Adoption of Agenda
2. Consider Approval of Payment of Bills Presented and of Voiding Checks, if any
3. Consider Approval of January 24, 2023 BOCC Meeting Minutes
4. Consider Approval of January 24, 2023 BOA Meeting Minutes

### **Public Appearances**

- Anyone wishing to address the BOCC may do so at the discretion of the Board and subject to a three-minute limitation

1:05 p.m.                      Mark Westhoff, Prowers County Administrator  
   - Updates

1:15 p.m.                      Rose Pugliese, Esq.  
   - County Attorney Update

### **Work Session**

2:00 p.m.                      Michelle Hiigel, Land Use Administrator, Darla Scranton Specht, 1041 Regulations Attorney, Rose Pugliese, Esq., County Attorney, Michelle Nelson, AgriTech Consultant  
   - Discussion regarding Koeller 1041 Certificate of Completion Request

## **ACTION ITEM:**

1. Consider approval of County Veterans Service Officer's Monthly Report and Certification of Pay – January 2023.
2. Consider ratifying 1-26-2023 Email Poll approval for Payment of Bills and Payroll Presented in the Amount of \$3,097,104.41.
3. Consider approval of Fairgrounds Facility Rental Agreement and Waiver of Fees for Prowers County WRCA Ranch Rodeo, event scheduled for May 6, 2023.
4. Consider approval of Fairgrounds Facility Rental Agreement and Waiver of Fees for Vaqueros Saddle Club, events scheduled for March 18 – November 11, 2023.
5. Consider approval of Memorandum of Understanding to facilitate the Prowers County Hotline County Connection Center with answering and processing of Child Welfare and Adult Protection Services related Hotline calls and performing tasks outlined in the MOU effective January 1, 2022 and ending December 31, 2022 for Moffat County, authorizing Lanie Meyers-Mireles, Director of Human Services, to execute the document.

6. Consider approval of Memorandums of Understanding to facilitate the Prowers County Hotline County Connection Center with answering and processing of Child Welfare and Adult Protection Services related Hotline calls and performing tasks outlined in the MOU's effective January 1, 2023 and ending December 31, 2023 with Moffat County, authorizing Lanie Meyers-Mireles, Director of Human Services, to execute the document.
7. Consider Ratifying 1-24-23 Verbal Poll approval to submit Application Summary for Harm Reduction Grant RFA #41043 Attachment C in the amount of \$300,000.00, correcting the amount to \$310,979.06 for funds requested on Attachment C.
8. Consider approval of Agreement for Employment of Legal Conflict Counsel Services between Steerman Law Offices d/b/a/ Steerman and Clark and Prowers County Department of Human Services at the rate of \$155.00 per hour for January 1, 2023 through December 31, 2023.
9. Consider approval of Contract Amendment #2 to 23IBEH 180885 between the Colorado Department of Human Services Behavioral Health Administration and Prowers County Department of Human Services in the amount of \$149,995.00, authorizing Lanie Meyers-Mireles, Director of Human Services, to execute the document electronically.
10. Consider approval of Memorandums of Understanding to facilitate the Prowers County Hotline County Connection Center with answer and processing of Child Welfare and Adult Protection Services related Hotline calls and performing tasks outlined in the MOU's effective January 1, 2023 and ending December 31, 2023 with Hinsdale County and authorize Lanie Meyers-Mireles, Director of Human Services, to execute the document.
11. Consider approval of Contractual Agreement Between Illuminate Colorado and Prowers County DHS for Implementation of Circle of Parents and authorizing DHS Director Lanie Meyers-Mireles to execute the document electronically.
12. Consider approval of HIPAA Business Associate Addendum between Prowers County Department of Human Services and Unite Us and authorizing DHS Director Lanie Meyers-Mireles to execute the document.
13. Consider approval of Case Management Services Agreement between Southeastern Developmental Services, Inc. and Prowers County Public Health and Environment for Management of Comprehensive Services and Support for adults and children with developmental disabilities, authorizing Meagan Hillman, PCPHE Director to execute the document.
14. Consider approval of appointment of two members to the Prowers County Lodging Tax Tourism Panel for terms that expire December 2025.
15. Consider approval of appointment of one member to the East Prowers Weed Control District to fill the remaining term that expires January 2024.

16. Consider Ratifying 01-24-2023 Verbal Poll approval of Colorado Parks and Wildlife Impact Assistance Grant Application for Tax Year 2022 totaling \$42,459.42.
17. Consider approval of submitting Democracy Suite Image Cast X (ICX) Printer Reimbursement Grant Application in the amount of \$3,250.00 for reimbursement of costs associated to the acquisition of an ICX Printer for use in the Election Department by the Prowers County Clerk.
18. Consider Approval of Grant Contract Title III General Fund, PAT-STATE-23 between Lower Arkansas Valley Area Agency on Aging and Prowers Area Transit effective July 1, 2022 through June 30, 2023, totaling \$23,385.
19. Consider Approval of Grant Contract Title III-B, PAT-III-B-23 between Lower Arkansas Valley Area Agency on Aging and Prowers Area Transit effective July 1, 2022 through June 30, 2023, totaling \$18,690.
20. Consider approval to extend the Temporary Liquor License Permit, up to 90-days for Robert J. Haney Jr. dba IGOTTAGOLF, regarding a Transfer of ownership Liquor License Application, Liquor License type: Hotel & Restaurant/Optional Premises (County).
21. Consider approval of Contract Amendment # 2 State of Colorado Department of Human Services Original Contract 22 IHJA 173925 for Local or Regional Behavioral Health Disorder Treatment Programs, authorizing Lanie Meyers-Mireles, Director of Human Services to execute the document electronically.
22. Consider approval of Contract Amendment #3 to Original Contract 21-160394 between State of Colorado and Prowers County to Serve as a Single-Entry Point (SEP) Agency for Long-term Care Clients, Authorizing Meagan Hillman, PHEV Director to execute the document electronically.
23. Consider approval of Amendment #6 to Original Contract 20 IHIA 129471 between State of Colorado Department of Early Childhood and Prowers County Public Health and Environment Current Contract Expiration Date June 30, 2023, authorizing Meagan Hillman, PHEV Director to Execute the Document Electronically.

**NOTE: This Agenda is provided for informational purposes only. Action may be taken on any or all of the items. All times are approximate. If any given item is finished earlier than anticipated, the Commissioners may move on to the next item. The only exceptions are public hearings on items which have had published notices of a specific hearing time; those items will not begin until the specific time or after.**

**If you need assistance in participating in this meeting due to a disability as defined under the Americans with Disabilities Act, please call 719-336-8030 at least three days prior to the scheduled meeting to request an accommodation.**



# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 2/7/2023

**Submitter:** Gary Harbert, Veterans Officer

**Submitted to the County Administration Office on:** 2/1/2023

**Return Originals to:** 1 Original BOCC, 1 Original to Vitals Office

**Number of originals to return to Submitter:** 1

**Contract Due Date:**

**Item Title/Recommended Board Action:** Consider Approval of County Veterans Service Officer's Monthly Report and Certification of Pay – January 2023

**Justification or Background:** [Brief overview for the Commissioners]

**Fiscal Impact:** This item is budgeted in the following account code: \_\_\_\_\_

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

**PLEASE ATTACH THIS SHEET TO ALL AGENDA ITEMS WHEN SUBMITTING TO  
COUNTY ADMINISTRATION.**

**THANK YOU!**



Colorado Department of Military and Veterans Affairs  
County Veterans Service Officers Monthly Report and Certification of Pay

County of Prowers Month of January 2023

|                 |     |
|-----------------|-----|
| Telephone Calls | 106 |
| Appointments    | 43  |
| Outreach        |     |
| Total Served    | 149 |

|                   |   |
|-------------------|---|
| Surveys Submitted | 2 |
|-------------------|---|

**Certification by County Veterans Service Officer**

I hereby certify that the above monthly report is true and accurate to the best of my knowledge and belief. I have been employed as a county veteran service officer at a rate of:

   34 hours per week or fewer

  X   35 hours per week or more

For the month of Jan., 2023 from Prowers County.

Gary Harbison  
Signature of County Veterans Service Officer

2/1/2023  
Date

**Certification by County Commissioner or Designee**

- ☐ In accordance with CRS 28-5-202, I hereby certify the appointment of our county veterans service officer.  
☐ In accordance with CRS 28-5-707, I hereby certify the accuracy of the Report CVA-26 revised September 2021.

\_\_\_\_\_  
County Commissioner or Designee of

PROWERS  
County

\_\_\_\_\_  
Date

This certification, submitted monthly, properly signed and executed is considered as application for the monetary benefits to the County General Fund in accordance with 28-5-804 (2002) Colorado Revised State Statute.

*Submit this form no later than the 15<sup>th</sup> day the following month to:*

*Colorado Division of Veterans Affairs East  
cdvainfo@dmva.state.co.us*

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 2/7/2023

**Submitter:** Sheryl Reifschneider

**Submitted to the County Administration Office on:** 1/26/2023

**Return Originals to:** Jana Coen

**Number of originals to return to Submitter:** 1

**Contract Due Date:**

**Item Title/Recommended Board Action:** Consider ratifying 1-26-2023 Email Poll approval for Payment of Bills and Payroll Presented in the Amount of \$3,097,104.41.

**Justification or Background:** [Brief overview for the Commissioners]

**Fiscal Impact:** This item is budgeted in the following account code: \_\_\_\_\_

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

**PLEASE ATTACH THIS SHEET TO ALL AGENDA ITEMS WHEN SUBMITTING TO  
COUNTY ADMINISTRATION.**

**THANK YOU!**

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested: January 25, 2023**

**Submitter: Tim Turpin/ Phy Lord**

**Submitted to the County Administration Office on:1-12-23**

**Return Originals to: Administration Office**

**Number of originals to return to Submitter: 1**

**Contract Due Date:**

**Item Title/Recommended Board Action:** Consider approval of Fairgrounds Facility Rental Agreement and Waiver of Fees for Prowers County WRCA Ranch Rodeo for event May 6, 2023

**Justification or Background:** [Brief overview for the Commissioners]

**Fiscal Impact:** This item is budgeted in the following account code: \_\_\_\_\_

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

**PLEASE ATTACH THIS SHEET TO ALL AGENDA ITEMS WHEN SUBMITTING TO  
COUNTY ADMINISTRATION.**

**THANK YOU!**

# PROWERS COUNTY FAIRGROUNDS FACILITY

## RENTAL AGREEMENT

|  |   |
|--|---|
| Today's Date: <u>1-12-23</u>   | Date(s) of Events: <u>5-6-23</u>  |
| Name of Organization:<br><u>Prowers County Ranch Rodeo</u>   | Set Up Time: <u>8:00 Am</u> <input checked="" type="radio"/> am <input type="radio"/> pm  |
| Name & Address of Authorized Agent:<br><u>Tim Darpin</u> <u>Phy Lord</u><br><u>9305 CRnn</u><br><u>Lamar Colo.</u> | Event Starts: <u>1:00</u> am <input checked="" type="radio"/> am <input type="radio"/> pm |
| Phone: <u>719-688-8720</u>   | Finish Time: <u>5:00</u> am <input checked="" type="radio"/> am <input type="radio"/> pm  |
| Sales Tax ID: _____  | <input checked="" type="checkbox"/> Arena <input type="checkbox"/> Home Ec                |
|  | <input type="checkbox"/> Centennial <input type="checkbox"/> Pavilion                     |
| Type of Event: <u>Ranch Rodeo</u>  |   |

If approved by the Board of County Commissioners, I agree to pay fees in the amount of \$\_\_\_\_\_ or to submit a request for a waiver of the fees. I understand the decision to waive any or all of the fees are at the total discretion of the Board of Commissioners. I have attached copies of my State of Colorado Sales Tax License and the City of Lamar Sales Tax License. Failure to do so will result in denial of my rental request, unless I am legally exempt. The attached lease terms are part of this agreement.

  
Authorized Agent

1-12-23  
Date

The Board of County Commissioners reserves the right to not lease any portion or all of the Fairgrounds to any organization which it deems in its sole discretion, to be in direct and adverse competition to Prowers County merchants or is otherwise detrimental to Prowers County citizens. Fees may be adjusted at the discretion of the Board based upon the number of participants or unique conditions. Fees are based on daily rates.

Rental Approved:

\_\_\_\_\_  
Maintenance & Facilities Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman  
Prowers County Board of Commissioners

\_\_\_\_\_  
Date

### For County Use Only:

Date Booking Fee Paid \$25.00: \_\_\_\_\_ Damage/Cleaning Deposit: \_\_\_\_\_  
Date Rental Fee Paid: \_\_\_\_\_ Date Paid: \_\_\_\_\_

Inspection completed: \_\_\_\_\_ Damage/Cleaning Deposit Refunded: Y/N, if no, see attached.  
Please note that any deposit refund due back to you will be provided by a Prowers County check. Checks are issued upon approval at the Commissioners' meetings.

Liability Insurance received: Yes\_\_\_ No\_\_\_ Date: \_\_\_\_\_

8. Non-commercial User may have one day in advance for set-up, decorating, etc. between the hours of 8:00am and 4:00pm on the condition there is nothing previously booked on that date. If additional days are required for set-up, an additional fee of \$ \_\_\_\_\_ will be charged for each additional day. Commercial Users: If special set-up/tear-down is required, standard facility use days will be charged on a ½ day basis.
9. Liability insurance is **required** for all commercial events. Certain “at risk” activities i.e. rodeos, tractor pulls, carnivals, circuses, etc. are **required** to provide liability insurance. An insurance certificate showing Prowers County as an additional insured **must** be provided to the County no later than 10 working days prior to the scheduled event.
10. Under Colorado Law, an equine professional is not liable for any injury to or the death of a participant in equine activities resulting in the inherent risks of equine activities, pursuant to Section 13-21-119, Colorado Revised Statutes.
11. The User acknowledges that User’s rental of County’s property is not subject to the direct supervision and control of County personnel. Accordingly, and in express consideration for the within rental agreement, User hereby agrees to indemnify, and hold harmless, Prowers County, its officers, agents, and employees from and against any and all claims for liability asserted for personal injury, or property damage to any and all persons or entities whatsoever, and arising out of User’s rental of County’s property as hereinabove set forth. This indemnification expressly extends to any and all damage awards, and shall further cover all costs of defense, which shall be conducted in County’s sole discretion, including attorney’s and expert witness fees.
12. The within agreement shall be and become binding upon, and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns. Any action necessary to construe, interpret, or enforce the provision of the within agreement shall be brought and maintained in the District Court in and for Prowers County, Colorado, with the substantially prevailing party therein being entitled, as a matter of contract law an agreement to recover its costs and expenses therein incurred, including reasonable attorney’s and expert witness fees.
13. Falsified or misleading information on this form may be cause for cancellation of this contract and forfeiture of security deposit and/or fees paid and may result in loss of future usage of the facility
14. The user shall pay, in full, the required fee, damage deposit fee, or security deposit fee as established by the Prowers County Board of Commissioners. It is Prowers County policy that no facility shall be made available for use until full payment of the required fee is recorded. It is understood that this document defines *use* as Fairground Facility use only and does not in any way include the use of Prowers County Personnel. Each user is solely responsible for the care of the facilities, preparation of the arena floor for the duration of the event, clean-up of the facilities, grounds, and parking areas during, and at the conclusion, of the event. Parking areas are included in the use and clean-up of all facilities.
15. The user shall be required to call for an on-site facility orientation with the Fairgrounds Caretaker no later than 5 working days prior to the event. The user will be familiarized with information pertaining to use of the facility, obtain keys, and will have the opportunity to ask questions of the caretaker. The Fairgrounds Caretaker can be reached by calling 931-0034 and is available to schedule an orientation Monday – Friday 9:00am to Noon and 1:00pm to 3:00pm. *Regularly scheduled monthly meeting organizers are not required to complete an orientation, however, are expected to cooperate with the expectations for use outlined in this document.* The user understands that Prowers County does not employ 7 day per week, 24 hour per day Fairgrounds Personnel. The Fairgrounds Caretaker hours are scheduled from 8:00 am to 5:00pm, Monday –Friday. The Fairgrounds Caretaker schedule may change to correlate with an event; however, changes must be pre-approved and are at the discretion of the Prowers County Maintenance Supervisor.
16. Every effort has been made to provide Fairground Facilities that are adequately maintained and appropriately prepared for normal use. It is further understood that building and grounds systems can, and do, fail at times. Failures may include, but are not limited to; electrical outlet power losses and blown breakers due to abnormal use and overloaded circuits, public announcing or loudspeaker malfunctions, lighting failures, water supply problems, and restroom malfunctions, etc. There are no guarantees against such failures either implied or stipulated in this document. Prowers County Personnel will only be made available during off-hours in the event

# **PROWERS COUNTY FAIRGROUNDS**

## **FEE SCHEDULE**

| <b>Facilities Requested</b>  | <b>NFP<br/>Not For<br/>Profit</b> | <b>Resident<br/>Commercial<br/>For Profit</b> | <b>Non-Resident<br/>Commercial<br/>For Profit</b> | <b># of<br/>days/head<br/>of livestock</b> | <b>Total</b> |
|--|-----------------------------------|---|---|--|--------------|
| <b>Arena Rent<br/>Daily</b>  | <b>\$150</b>                      | <b>\$300</b>                                  | <b>\$970</b>                                      |  |              |
| <b>Pavilion Rent<br/>Daily</b>   | <b>\$150</b>                      | <b>\$300</b>                                  | <b>\$970</b>                                      |  |              |
| <b>Home Economics' Bldg. Rent<br/>Daily</b>  | <b>\$150</b>                      | <b>\$150</b>                                  | <b>\$350</b>                                      |  |              |
| <b>Use of Parking Lots<br/>Arena Lot /Grounds<br/>Daily</b>  |                                   |   | <b>\$210</b>                                      |  |              |
| <b>Overnight Boarding (Arena Pens)<br/>Daily</b>   | <b>\$5/Head</b>                   | <b>\$5/Head</b>                               | <b>\$10/head</b>                                  |  |              |
| <b>* Pavilion Boarding<br/>Rodeo Events Minimum Fee<br/>Daily</b>  | <b>\$10</b>                       | <b>\$30</b>                                   | <b>\$40</b>                                       |  |              |
| <b>R.V. or Camper Parking<br/>One Electric Pedestal and One<br/>Water Connection per Rented<br/>Space only<br/>Daily</b> | <b>\$20</b>                       | <b>\$20</b>                                   | <b>\$30</b>                                       |  |              |
| <b>Dry Camping and Horse Penning<br/>at Designated Southwest Parking<br/>Lot ONLY<br/>Daily</b>                          | <b>\$10</b>                       | <b>\$10</b>                                   | <b>\$20</b>                                       |  |              |
| <b>Elmer's Garden<br/>Daily</b>  | <b>\$0.00</b>                     | <b>\$0.00</b>                                 | <b>\$0.00</b>                                     |  |              |
| <b>Cleaning/Damage Deposit<br/>(Due 10 days prior to use)</b>  | <b>\$125</b>                      | <b>\$200</b>                                  | <b>\$200</b>                                      |  |              |
| <b>TOTAL<br/>(DUE 10 DAYS PRIOR TO USE)</b>  |                                   |   |   |  | <b>\$</b>    |

\* Rental Fees for the Pavilion will not be charged since the Event Organizer is responsible for collecting the \$10.00 Fee. The \$10.00 fee is still subject to 50/50 split.

# **PROWERS COUNTY FAIRGROUNDS**

## **REGISTERED RODEO EVENTS**

### **FAIRGROUNDS USE:**

The Prowers County Fairgrounds is available for registered rodeo events in-season from April through October. Conditions for use of the facilities for all events including registered rodeo events are specifically detailed in the following information:

1. Prowers County Fairgrounds Facility Rental Reservation Agreement, 3 pages. Revised October 20, 2011.
2. Prowers County Fairgrounds Facility Rental Agreement, 1 page. Revised October 20, 2011.
3. Fairgrounds Fee Schedule, 2 pages. Revised October 18, 2011.
4. All event organizers who may be interested in reserving the Prowers County Fairgrounds for a registered rodeo event are encouraged to read very carefully all of the rental information provided by Prowers County before scheduling any rodeo event.

### **REGISTERED RODEO EVENTS:**

Scheduled registered rodeo events are to be conducted in cooperation with the established fees and agreements for use of the Prowers County Fairgrounds. Event organizers are encouraged to include this information in all event literature distributed to potential rodeo participants in an effort to lessen costly misunderstandings during the event.

Unless otherwise specified, the following are applicable to registered rodeo events:

1. The fairgrounds rodeo arena is watered regularly using a water reel. Use of the water reel by event organizers is prohibited. The rodeo arena may be watered once daily during a registered rodeo event at the event organizers request only if scheduled and coordinated with the Fairgrounds Caretaker.
2. The fairgrounds rodeo arena is worked prior to the rodeo event by the Fairgrounds Caretaker using Prowers County equipment. Working the arena during the event is the responsibility of the event coordinator. The county tractor and attached arena king finisher are available for use by the event coordinator, or specified driver, for the duration of the event. A key to the tractor is provided only after the specified driver has met on-site with the Fairgrounds Caretaker for operating instructions.
3. Concession stand use is by reservation only. Call the Prowers County Extension service (336-7734) to reserve.
4. The event organizer is responsible to reserve and collect fees for covered stalls located in the Prowers County Pavilion. The stalls are located in the Prowers County Sale Barn and set-up by Prowers County Staff before the event.
5. The event organizer is responsible for ensuring the following:
  - a. Scheduling with the Fairgrounds Caretaker for setting up horse stalls in the Pavilion.
  - b. Scheduling with the Fairgrounds Caretaker for cleaning the stalls after the event.
6. The event organizer is responsible for reserving and collecting all fees associated with R.V. hook-ups, dry camping, and horse stall fees.

The event organizer is responsible for ensuring the following:

1. **No** horses shall be tied or penned at, or near, any R.V. electrical or water hook-up located at the arena parking area and arena parking area fencing, or at the R.V. hook-ups located north of the Prowers County Pavilion.
2. **No** R.V. campers, horse trailers, or other similar vehicles shall not be allowed to park near, and/or plug any electrical cord into the electrical outlets located in the Prowers County Pavilion.
3. **No** horses shall be tied to, or penned near, any permanent fence or any tree located anywhere on Prowers County Fairgrounds property.
4. **All** dry camping and horse penning shall be located in the south west dirt parking area only. Under no circumstances shall dry camping and penning be located on roto-mill, asphalt, or grass areas elsewhere on the Prowers County Fairgrounds property. The Event Organizer is responsible for the cost of clean-up if horses are penned or tied in areas outside dry camp areas.



# USE OF THE PROWERS COUNTY FAIRGROUNDS R.V.

## ELECTRIC PEDESTALS

In an on-going effort to mitigate potential damage, and to maintain safe, reliable electrical pedestals it is the responsibility of the Event Organizer to remind each camper utilizing the pedestals that:

- Each electrical pedestal is wired for 50 amp., 30 amp., or 20 amp. uses and should not be overloaded with multiple or piggyback cords and appliances.
- Each electrical pedestal is intended to be used by a single user. One camper - one pedestal. Choose one 50, 30, or 20 amp outlet that best meets the required load for each R.V. or Camp Trailer.
- Each electrical pedestal is complete and ready for use. Under no circumstances shall the face plate cover be removed and/or the electrical outlets, wiring, or related pedestal components be manipulated.
- Use only safe and well maintained electrical cords and plugs designed to carry the specified load. Under no circumstances shall exposed cord wires be direct wired into any electrical pedestal or pedestal outlet.
- Do not secure livestock or pets to the electrical pedestals or water hydrants located in designated R.V. campsites or throughout the fairgrounds.
- The **electrical pedestal located north of the Crow's Nest** is intended for auxiliary use only and **is not available for campers**.
- Report any damaged pedestals to the event coordinator, or fairgrounds staff as soon as the damage is discovered. Damage to pedestals will be charged to the event organizer at a rate double the cost for repair or replacement.
- Under no circumstances shall RV Pedestals be used by vendors.

Campers are encouraged to use the electrical pedestals safely and responsibly. The pedestals are checked daily and potential safety hazards are reported to event coordinators for immediate corrective actions. Recommendations may include re-locating campers who share pedestals, removing and replacing hazardous cords, rescinding use of an electrical pedestal, or requiring compensation for repairing damaged pedestals.

## **HOME EC. BUILDING KITCHEN CHECKLIST**

- Please plan for enough time to clean-up after use. It is your responsibility to clean the Kitchen after using it.
- Wash all dishes and utensils and place back in the proper location.
- Wipe off all counter tops.
- Clean all of the appliances you use including the stove, microwave, coffee machine, and refrigerator.
- Clean and dry the sinks and faucets.
- Please clean up all spills on floors and counter tops.
- Sweep and mop floors.
- Leftover food will be disposed of, be sure to take leftovers with you.

PROWERS COUNTY  
REQUEST FOR WAIVER OF FEES AT FAIRGROUNDS

On behalf of Timothy K Turpin, I do hereby request a waiver of fees for rental of the Fairgrounds. The waiver is needed because

~~it's not profit event~~

it's non profit event

The Prowers County Ranch Rodeo

5-6-23

Date(s) of Event

Timothy K Turpin  
Authorized Agent

1-12-23

Date

Request is approved with the following conditions:

\_\_\_\_\_  
Chairman  
Prowers County Board of Commissioners

Date: \_\_\_\_\_

Request is denied for the following reason:

\_\_\_\_\_  
Chairman  
Prowers County Board of Commissioners

Date: \_\_\_\_\_

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested: January 25, 2023**

**Submitter: Axel Thurner**

**Submitted to the County Administration Office on: 12/23/2022**

**Return Originals to: Administration Office**

**Number of originals to return to Submitter: 1**

**Contract Due Date:**

**Item Title/Recommended Board Action:** Consider approval of Fairgrounds Facility Rental Agreement and Waiver of Fees for Vaqueros Saddle Club for March 18 – November 11, 2023

**Justification or Background:** [Brief overview for the Commissioners]

**Fiscal Impact:** This item is budgeted in the following account code: \_\_\_\_\_

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

**PLEASE ATTACH THIS SHEET TO ALL AGENDA ITEMS WHEN SUBMITTING TO  
COUNTY ADMINISTRATION.**

**THANK YOU!**

# PROWERS COUNTY FAIRGROUNDS FACILITY RENTAL AGREEMENT

|   |   |
|---|---|
| Today's Date: <u>12/23/22</u><br>Name of Organization: <u>Vaqueros Saddle Club</u><br>Name & Address of Authorized Agent:<br><u>Axel Thurner</u><br><u>28001 CR 3</u><br><u>Lamar CO 81052</u><br>Phone: <u>719-688-0896</u><br>Sales Tax ID: _____ | Date(s) of Events: <u>2023</u><br><u>3/18, 4/22, 5/20, 6/24, Fair, 7/22</u><br>Set Up Time: _____ am pm<br>Event Starts: _____ am pm<br>Finish Time: _____ am pm<br><input checked="" type="checkbox"/> Arena <input type="checkbox"/> Home Ec<br><input type="checkbox"/> Centennial <input type="checkbox"/> Pavilion |
| Type of Event: <u>Gymkhana</u>  |   |

If approved by the Board of County Commissioners, I agree to pay fees in the amount of \$ \_\_\_\_\_ or to submit a request for a waiver of the fees. I understand the decision to waive any or all of the fees are at the total discretion of the Board of Commissioners. I have attached copies of my State of Colorado Sales Tax License and the City of Lamar Sales Tax License. Failure to do so will result in denial of my rental request, unless I am legally exempt. The attached lease terms are part of this agreement.

Authorized Agent \_\_\_\_\_

Date \_\_\_\_\_

The Board of County Commissioners reserves the right to not lease any portion or all of the Fairgrounds to any organization which it deems in its sole discretion, to be in direct and adverse competition to Prowers County merchants or is otherwise detrimental to Prowers County citizens. Fees may be adjusted at the discretion of the Board based upon the number of participants or unique conditions. Fees are based on daily rates.

Rental Approved:

Maintenance & Facilities Director \_\_\_\_\_

Date \_\_\_\_\_

Chairman \_\_\_\_\_

Prowers County Board of Commissioners

Date \_\_\_\_\_

## **For County Use Only:**

Date Booking Fee Paid \$25.00: \_\_\_\_\_

Damage/Cleaning Deposit: \_\_\_\_\_

Date Rental Fee Paid: \_\_\_\_\_

Date Paid: \_\_\_\_\_

Inspection completed: \_\_\_\_\_

Damage/Cleaning Deposit Refunded: Y/N, if no, see attached.

Please note that any deposit refund due back to you will be provided by a Prowers County check. Checks are issued upon approval at the Commissioners' meetings.

Liability Insurance received: Yes \_\_\_ No \_\_\_ Date: \_\_\_\_\_

8. Non-commercial User may have one day in advance for set-up, decorating, etc. between the hours of 8:00am and 4:00pm on the condition there is nothing previously booked on that date. If additional days are required for set-up, an additional fee of \$ \_\_\_\_\_ will be charged for each additional day. Commercial Users: If special set-up/tear-down is required, standard facility use days will be charged on a ½ day basis.
9. Liability insurance is **required** for all commercial events. Certain "at risk" activities i.e. rodeos, tractor pulls, carnivals, circuses, etc. are **required** to provide liability insurance. An insurance certificate showing Prowers County as an additional insured **must** be provided to the County no later than 10 working days prior to the scheduled event.
10. Under Colorado Law, an equine professional is not liable for any injury to or the death of a participant in equine activities resulting in the inherent risks of equine activities, pursuant to Section 13-21-119, Colorado Revised Statutes.
11. The User acknowledges that User's rental of County's property is not subject to the direct supervision and control of County personnel. Accordingly, and in express consideration for the within rental agreement, User hereby agrees to indemnify, and hold harmless, Prowers County, its officers, agents, and employees from and against any and all claims for liability asserted for personal injury, or property damage to any and all persons or entities whatsoever, and arising out of User's rental of County's property as hereinabove set forth. This indemnification expressly extends to any and all damage awards, and shall further cover all costs of defense, which shall be conducted in County's sole discretion, including attorney's and expert witness fees.
12. The within agreement shall be and become binding upon, and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns. Any action necessary to construe, interpret, or enforce the provision of the within agreement shall be brought and maintained in the District Court in and for Prowers County, Colorado, with the substantially prevailing party therein being entitled, as a matter of contract law an agreement to recover its costs and expenses therein incurred, including reasonable attorney's and expert witness fees.
13. Falsified or misleading information on this form may be cause for cancellation of this contract and forfeiture of security deposit and/or fees paid and may result in loss of future usage of the facility
14. The user shall pay, in full, the required fee, damage deposit fee, or security deposit fee as established by the Prowers County Board of Commissioners. It is Prowers County policy that no facility shall be made available for use until full payment of the required fee is recorded. It is understood that this document defines *use* as Fairground Facility use only and does not in any way include the use of Prowers County Personnel. Each user is solely responsible for the care of the facilities, preparation of the arena floor for the duration of the event, clean-up of the facilities, grounds, and parking areas during, and at the conclusion, of the event. Parking areas are included in the use and clean-up of all facilities.
15. The user shall be required to call for an on-site facility orientation with the Fairgrounds Caretaker no later than 5 working days prior to the event. The user will be familiarized with information pertaining to use of the facility, obtain keys, and will have the opportunity to ask questions of the caretaker. The Fairgrounds Caretaker can be reached by calling 931-0034 and is available to schedule an orientation Monday – Friday 9:00am to Noon and 1:00pm to 3:00pm. *Regularly scheduled monthly meeting organizers are not required to complete an orientation, however, are expected to cooperate with the expectations for use outlined in this document.* The user understands that Prowers County does not employ 7 day per week, 24 hour per day Fairgrounds Personnel. The Fairgrounds Caretaker hours are scheduled from 8:00 am to 5:00pm, Monday –Friday. The Fairgrounds Caretaker schedule may change to correlate with an event; however, changes must be pre-approved and are at the discretion of the Prowers County Maintenance Supervisor.
16. Every effort has been made to provide Fairground Facilities that are adequately maintained and appropriately prepared for normal use. It is further understood that building and grounds systems can, and do, fail at times. Failures may include, but are not limited to; electrical outlet power losses and blown breakers due to abnormal use and overloaded circuits, public announcing or loudspeaker malfunctions, lighting failures, water supply problems, and restroom malfunctions, etc. There are no guarantees against such failures either implied or stipulated in this document. Prowers County Personnel will only be made available during off-hours in the event

# PROWERS COUNTY FAIRGROUNDS

## FEE SCHEDULE

| Facilities Requested   | NFP<br>Not For<br>Profit | Resident<br>Commercial<br>For Profit | Non-Resident<br>Commercial<br>For Profit |  | # of<br>days/head<br>of livestock | Total |
|--|--------------------------|--------------------------------------|--|--|-----------------------------------|-------|
| Arena Rent<br><i>Daily</i>   | \$150                    | \$300                                | \$970                                    |  |                                   |       |
| Pavilion Rent<br><i>Daily</i>  | \$150                    | \$300                                | \$970                                    |  |                                   |       |
| Home Economics' Bldg. Rent<br><i>Daily</i>   | \$150                    | \$150                                | \$350                                    |  |                                   |       |
| Use of Parking Lots<br>Arena Lot /Grounds<br><i>Daily</i>  |                          |                                      | \$210                                    |  |                                   |       |
| Overnight Boarding (Arena Pens)<br><i>Daily</i>  | \$5/Head                 | \$5/Head                             | \$10/head                                |  |                                   |       |
| * Pavilion Boarding<br>Rodeo Events Minimum Fee<br><i>Daily</i>  | \$10                     | \$30                                 | \$40                                     |  |                                   |       |
| R.V. or Camper Parking<br>One Electric Pedestal and One<br>Water Connection per Rented<br>Space only<br><i>Daily</i> | \$20                     | \$20                                 | \$30                                     |  |                                   |       |
| Dry Camping and Horse Penning<br>at Designated Southwest Parking<br>Lot ONLY<br><i>Daily</i>                         | \$10                     | \$10                                 | \$20                                     |  |                                   |       |
| Elmer's Garden<br><i>Daily</i>   | \$0.00                   | \$0.00                               | \$0.00                                   |  |                                   |       |
| Cleaning/Damage Deposit<br>(Due 10 days prior to use)  | \$125                    | \$200                                | \$200                                    |  |                                   |       |
| <b>TOTAL<br/>(DUE 10 DAYS PRIOR TO USE)</b>  |                          |                                      |  |  |                                   | \$    |

\* Rental Fees for the Pavilion will not be charged since the Event Organizer is responsible for collecting the \$10.00 Fee. The \$10.00 fee is still subject to 50/50 split.

# PROWERS COUNTY FAIRGROUNDS

## REGISTERED RODEO EVENTS

### FAIRGROUNDS USE:

The Prowers County Fairgrounds is available for registered rodeo events in-season from April through October. Conditions for use of the facilities for all events including registered rodeo events are specifically detailed in the following information:

1. Prowers County Fairgrounds Facility Rental Reservation Agreement, 3 pages. Revised October 20, 2011.
2. Prowers County Fairgrounds Facility Rental Agreement, 1 page. Revised October 20, 2011.
3. Fairgrounds Fee Schedule, 2 pages. Revised October 18, 2011.
4. All event organizers who may be interested in reserving the Prowers County Fairgrounds for a registered rodeo event are encouraged to read very carefully all of the rental information provided by Prowers County before scheduling any rodeo event.

### REGISTERED RODEO EVENTS:

Scheduled registered rodeo events are to be conducted in cooperation with the established fees and agreements for use of the Prowers County Fairgrounds. Event organizers are encouraged to include this information in all event literature distributed to potential rodeo participants in an effort to lessen costly misunderstandings during the event.

Unless otherwise specified, the following are applicable to registered rodeo events:

1. The fairgrounds rodeo arena is watered regularly using a water reel. Use of the water reel by event organizers is prohibited. The rodeo arena may be watered once daily during a registered rodeo event at the event organizers request only if scheduled and coordinated with the Fairgrounds Caretaker.
2. The fairgrounds rodeo arena is worked prior to the rodeo event by the Fairgrounds Caretaker using Prowers County equipment. Working the arena during the event is the responsibility of the event coordinator. The county tractor and attached arena king finisher are available for use by the event coordinator, or specified driver, for the duration of the event. A key to the tractor is provided only after the specified driver has met on-site with the Fairgrounds Caretaker for operating instructions.
3. Concession stand use is by reservation only. Call the Prowers County Extension service (336-7734) to reserve.
4. The event organizer is responsible to reserve and collect fees for covered stalls located in the Prowers County Pavilion. The stalls are located in the Prowers County Sale Barn and set-up by Prowers County Staff before the event.
5. The event organizer is responsible for ensuring the following:
  - a. Scheduling with the Fairgrounds Caretaker for setting up horse stalls in the Pavilion.
  - b. Scheduling with the Fairgrounds Caretaker for cleaning the stalls after the event.
6. The event organizer is responsible for reserving and collecting all fees associated with R.V. hook-ups, dry camping, and horse stall fees.

The event organizer is responsible for ensuring the following:

1. No horses shall be tied or penned at, or near, any R.V. electrical or water hook-up located at the arena parking area and arena parking area fencing, or at the R.V. hook-ups located north of the Prowers County Pavilion.
2. No R.V. campers, horse trailers, or other similar vehicles shall not be allowed to park near, and/or plug any electrical cord into the electrical outlets located in the Prowers County Pavilion.
3. No horses shall be tied to, or penned near, any permanent fence or any tree located anywhere on Prowers County Fairgrounds property.
4. All dry camping and horse penning shall be located in the south west dirt parking area only. Under no circumstances shall dry camping and penning be located on roto-mill, asphalt, or grass areas elsewhere on the Prowers County Fairgrounds property. The Event Organizer is responsible for the cost of clean-up if horses are penned or tied in areas outside dry camp areas.



## USE OF THE PROWERS COUNTY FAIRGROUNDS R.V. ELECTRIC PEDESTALS

In an on-going effort to mitigate potential damage, and to maintain safe, reliable electrical pedestals it is the responsibility of the Event Organizer to remind each camper utilizing the pedestals that:

- Each electrical pedestal is wired for 50 amp., 30 amp., or 20 amp. uses and should not be overloaded with multiple or piggyback cords and appliances.
- Each electrical pedestal is intended to be used by a single user. One camper - one pedestal. Choose one 50, 30, or 20 amp outlet that best meets the required load for each R.V. or Camp Trailer.
- Each electrical pedestal is complete and ready for use. Under no circumstances shall the face plate cover be removed and/or the electrical outlets, wiring, or related pedestal components be manipulated.
- Use only safe and well maintained electrical cords and plugs designed to carry the specified load. Under no circumstances shall exposed cord wires be direct wired into any electrical pedestal or pedestal outlet.
- Do not secure livestock or pets to the electrical pedestals or water hydrants located in designated R.V. campsites or throughout the fairgrounds.
- The electrical pedestal located north of the Crow's Nest is intended for auxiliary use only and **is not available for campers.**
- Report any damaged pedestals to the event coordinator, or fairgrounds staff as soon as the damage is discovered. Damage to pedestals will be charged to the event organizer at a rate double the cost for repair or replacement.
- Under no circumstances shall RV Pedestals be used by vendors.

Campers are encouraged to use the electrical pedestals safely and responsibly. The pedestals are checked daily and potential safety hazards are reported to event coordinators for immediate corrective actions. Recommendations may include re-locating campers who share pedestals, removing and replacing hazardous cords, rescinding use of an electrical pedestal, or requiring compensation for repairing damaged pedestals.

## HOME EC. BUILDING KITCHEN CHECKLIST

- Please plan for enough time to clean-up after use. It is your responsibility to clean the Kitchen after using it.
- Wash all dishes and utensils and place back in the proper location.
- Wipe off all counter tops.
- Clean all of the appliances you use including the stove, microwave, coffee machine, and refrigerator.
- Clean and dry the sinks and faucets.
- Please clean up all spills on floors and counter tops.
- Sweep and mop floors.
- Leftover food will be disposed of, be sure to take leftovers with you.

**PROWERS COUNTY  
REQUEST FOR WAIVER OF FEES AT FAIRGROUNDS**

On behalf of Vaqueros Saddle Club, I do hereby request a waiver of fees for rental of the Fairgrounds. The waiver is needed because

We would like to ask that the arena fee be waived  
prior to the event to all participants in the area

3/18, 4/22, 5/20, 6/24, 7/22, Fair, 9/16, 10/21, 11/11  
Date(s) of Event

[Signature]  
Authorized Agent

12/23/22  
Date

Request is approved with the following conditions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Chairman  
Prowers County Board of Commissioners

Date: \_\_\_\_\_

Request is denied for the following reason:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Chairman  
Prowers County Board of Commissioners

Date: \_\_\_\_\_

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 2/7/23

**Submitter:** Department of Human Services

**Submitted to the County Administration Office on:** 1/26/23

**Return Originals to:** Department of Human Services

**Number of originals to return to Submitter:** 1

**Contract Due Date:** ASAP

**Item Title/Recommended Board Action:**

“Consider approval of Memorandums of Understanding to facilitate the Prowers County Hotline County Connection Center with answer and processing of Child Welfare and Adult Protection Services related Hotline calls and performing tasks outlined in the MOU's effective January 1, 2022 and ending December 31, 2022 with Moffat County and authorize Lanie Meyers-Mireles, Director of Human Services, to sign with a handwritten signature.” \*

“Consider approval of Memorandums of Understanding to facilitate the Prowers County Hotline County Connection Center with answer and processing of Child Welfare and Adult Protection Services related Hotline calls and performing tasks outlined in the MOU's effective January 1, 2023 and ending December 31, 2023 with Moffat County and authorize Lanie Meyers-Mireles, Director of Human Services, to sign with a handwritten signature.”

**Justification or Background:** This MOU will allow Prowers County Hotline County Connection Center to provide call coverage for child abuse/neglect and adult protective services reports for Moffat County.

\*Moffat County failed to return a signed MOU for 2022 so it is also included in this request.

**Fiscal Impact:** This item is budgeted in the following account code:

2022 Revenue - \$9,361.00

2023 Revenue - \$8,050.00

County: \$\_\_\_\_\_ Federal: \$\_\_\_\_\_ State: \_\_\_\_\_ Other: \_\_\_\_\_

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

**PLEASE ATTACH THIS SHEET TO ALL AGENDA ITEMS WHEN SUBMITTING TO  
COUNTY ADMINISTRATION.**

**THANK YOU!**

MEMORANDUM OF UNDERSTANDING  
Between  
MOFFAT COUNTY  
and  
PROWERS COUNTY

INTRODUCTION:

This Memorandum of Understanding ("MOU") is entered into by and between Prowers County, Colorado body corporate and politic by and through its Board of County Commissioner ("Prowers County"), and Moffat County, Colorado ("Moffat County") a body corporate and politic by and through its Board of County Commissioners. Prowers County and Moffat County shall jointly be referred to as the "Parties."

PURPOSE:

1. This MOU is developed in partnership between Prowers County and Moffat County, with confirmation by the State of Colorado ("State"), for Prowers County to manage and administer calls to the hotline regarding persons that reside in Moffat County, Colorado.
2. Prowers County, through its Hotline County Connection Center ("HCCC"), agrees to answer and process Child Welfare ("CW") related and APS related hotline calls on behalf of Moffat County ("Call Coverage Services"). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. Moffat County will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so Moffat County can complete the final disposition of each call.

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:

- a. This MOU becomes effective January 1, 2023 for the period of 12 months, ending December 31, 2023, regardless the date of execution.
- b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.

2. Amendments:

- a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
- b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.

3. Termination:

- a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

#### RATE FOR SERVICES:

1. The calculations used to determine the rate of the Call Coverage Services are based on an annual projection of the number of Child Protection Program Area 5, Program Area 4, and Institutional reports taken and an equivalent number of Other Child Welfare ("Other CW") Inquiry related call reports. For purposes of this MOU, 10 Other CW calls will equal one report.
  - a. Projected numbers of Program Area 5, Program Area 4, Institutional, Other CW, and APS reports will be based on a combination of information from the Results Oriented Management data base and the actual numbers of calls received through the HCCC for the previous 12 months.
2. Moffat County is allocated twelve free reports, child abuse/neglect or APS reports, each quarter for a total of 48 free reports of any type per year.
3. Prowers County has entered into agreements with other Colorado counties to provide the same services as contemplated in this MOU. In the event the HCCC must expend additional funds to accommodate adding additional positions to take calls on behalf of all of the other counties including Moffat County, the cost of that expansion may be proportionately distributed amongst all of the counties that receive HCCC Call Coverage Services. Should this situation arise, Moffat County will be notified 60 days in advance of any additional costs required for HCCC's services so it can determine whether to terminate the MOU.
4. Prowers County will invoice for the Call Coverage Services. Invoices shall include a description of the services performed as Moffat County may request. Moffat County will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to Moffat County per the terms of the MOU are:

|   |             |
|---|-------------|
| Estimated number of Child Abuse/Neglect Reports Jan 2023 – Dec 2023 | 293         |
| C/W Inquiries 150 Divided by 10                                     | 15          |
| Total Estimated Reports   | 308         |
| Less the Allotment of Reports (12 per quarter)                      | -48         |
| Total Estimated Reports to be billed                                | 260         |
| Rate per Report   | \$ 23.00    |
| Estimated Investment for C/W Reports                                | \$ 5,980.00 |
| Estimated number of APS reports Jan 2023 – Dec 2023                 | 90          |
| Rate per APS Report   | \$ 23.00    |
| Estimated Investment for APS reports                                | \$ 2,070.00 |
| Total Investment for Call Coverage services                         | \$ 8,050.00 |

6. Moffat County will be billed quarterly for actual number of reports taken, less the allotted reports of 12 reports of any type per quarter.

#### JOINT RESPONSIBILITIES SHARED BETWEEN MOFFAT COUNTY AND PROWERS COUNTY HCCC:

1. Both Prowers County and Moffat County acknowledge that the State of Colorado Department of Human Services must approve this MOU prior to final execution.



2. This MOU was preceded by an official request for Call Coverage Services from the Board of County Commissioners for Moffat County.
3. Both parties understand that nothing in this MOU supersedes or replaces each party's requirements and responsibilities to follow and adhere to all requirements as set forth in state and federal statute, Volume 7 Rules and/or Division of Child Welfare Policy.

#### GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all calls for Moffat County on a full-time basis. Full-time is defined as 7 days per week, 24 hours a day including holidays. All next step decisions regarding Hotline call records will be left to the discretion of Moffat County. Moffat County will be responsible to complete a review of all information in the Trails Hotline Application ("THA") and Trails to ensure appropriate disposition.
2. All next step decisions regarding Hotline call records will be left to the discretion of Moffat County. Moffat County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.
3. **Child Welfare Reports**, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to Moffat County's Trails Inbox. HCCC will notify Moffat County of a referral via email during business hours and by personal contact during after-hours (pursuant to Volume 7 Rules). It will be the responsibility of Moffat County to check the pending queue and manage the final disposition of all records.
  - a. HCCC will provide the Hotline ID and/or Referral ID number (pursuant to Volume 7 Rules) to an entity designated by Moffat County.
4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Moffat County while information is being entered into the THA or CAPS.
5. **Information and Referral (non-CW)** calls will be sent to Moffat County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of Moffat County to check the pending queue and manage the final disposition of all records. Call purpose will be included in the comments. Callers will be redirected back to the Moffat County main Department of Human Services number. Moffat County can request a brief synopsis.
6. If HCCC receives a call from **law enforcement or medical personnel** that requires immediate response from Moffat County, HCCC will transfer the call to a Moffat County on-call designee. If the Moffat County on-call designee is not available, HCCC will take a message and continue to make attempts to notify the County. If appropriate, the HCCC will take a report while notifying the County.
7. **APS reports** will be documented in the Colorado Adult Protection System, ("CAPS") and in the THA. Once complete, the record will be transferred to the County's Pending Incoming Hotline Queue. Moffat County will confirm receipt and update in the THA.



- a. If an APS call is regarding an adult over 70 years old, the HCCC will document the call in the THA and advise the reporter to call local law enforcement. The HCCC will then notify the County of the call.
- b. Notification to Moffat County that an APS report has been taken by the HCCC will be made by email during both open and after-hours.

#### GENERAL RESPONSIBILITIES OF MOFFAT COUNTY:

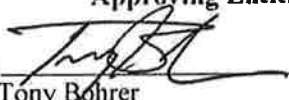
1. Moffat County will provide an updated list of on-call Moffat County employees' name(s) or designees and telephone/cellphone numbers and email addresses at all times. The on-call list will include backup contact name(s) and number(s) and email addresses in case the first employee is unable to answer within the notification time frame as outlined in Volume 7 Rules. If the designee changes, it is Moffat County's responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. Moffat County will notify the HCCC of any special circumstances where Moffat County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) Moffat County should make every attempt to identify another entity that can receive notifications. This can be any entity designated by Moffat County.

#### GENERAL PROVISIONS:

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental Immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.
5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2023 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2024 providing for payment of such obligations. Moffat County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.

8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 *et seq.* and Article XI of the Colorado Constitution.

**Approving Entities**

Signed:   
Name: Tony Bohrer  
Title: Chair  
Entity: Moffat County Board of County Commissioners  
Moffat County Board of Human Services

**Approving Entities**

Signed: \_\_\_\_\_  
Name: Lanie Meyers-Mireles  
Title: Director  
Entity: Prowers County Human Services

**State Confirmation**

Date: Ann Williams Digitally signed by Ann Williams  
Signed: \_\_\_\_\_ Date: 2023.01.25 14:55:23 -07'00'  
Name: Ann Williams  
Title: Hotline System Analyst  
Entity: Colorado Department of Human Services

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 2/7/23

**Submitter:** Department of Human Services

**Submitted to the County Administration Office on:** 1/26/23

**Return Originals to:** Department of Human Services

**Number of originals to return to Submitter:** 1

**Contract Due Date:** ASAP

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\*Moffat County failed to return a signed MOU for 2022 so it is also included in this request.

**Fiscal Impact:** This item is budgeted in the following account code:

2022 Revenue - \$9,361.00

2023 Revenue - \$8,050.00

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \_\_\_\_\_ Other:

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

**PLEASE ATTACH THIS SHEET TO ALL AGENDA ITEMS WHEN SUBMITTING TO  
COUNTY ADMINISTRATION.**

**THANK YOU!**

MEMORANDUM OF UNDERSTANDING  
Between  
MOFFAT COUNTY  
and  
PROWERS COUNTY

INTRODUCTION:

This Memorandum of Understanding ("MOU") is entered into by and between Prowers County, Colorado body corporate and politic by and through its Board of County Commissioner ("Prowers County"), and Moffat County, Colorado ("Moffat County") a body corporate and politic by and through its Board of County Commissioners. Prowers County and Moffat County shall jointly be referred to as the "Parties."

PURPOSE:

1. This MOU is developed in partnership between Prowers County and Moffat County, with confirmation by the State of Colorado ("State"), for Prowers County to manage and administer calls to the hotline regarding persons that reside in Moffat County, Colorado.
2. Prowers County, through its Hotline County Connection Center ("HCCC"), agrees to answer and process Child Welfare ("CW") related and APS related hotline calls on behalf of Moffat County ("Call Coverage Services"). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. Moffat County will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so Moffat County can complete the final disposition of each call.

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
  - a. This MOU becomes effective January 1, 2022 for the period of 12 months, ending December 31, 2022, regardless the date of execution.
  - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
  - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
  - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
  - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

## RATE FOR SERVICES:

1. The calculations used to determine the rate of the Call Coverage Services are based on an annual projection of the number of Child Protection Program Area 5, Program Area 4, and Institutional reports taken and an equivalent number of Other Child Welfare ("Other CW") Inquiry related call reports. For purposes of this MOU, 10 Other CW calls will equal one report.
  - a. Projected numbers of Program Area 5, Program Area 4, Institutional, Other CW, and APS reports will be based on a combination of information from the Results Oriented Management data base and the actual numbers of calls received through the HCCC for the previous 12 months.
2. Moffat County is allocated four free reports, child abuse/neglect or APS reports, each month for a total of 48 free reports of any type per year.
3. Prowers County has entered into agreements with other Colorado counties to provide the same services as contemplated in this MOU. In the event the HCCC must expend additional funds to accommodate adding additional positions to take calls on behalf of all of the other counties including Moffat County, the cost of that expansion may be proportionately distributed amongst all of the counties that receive HCCC Call Coverage Services. Should this situation arise, Moffat County will be notified 60 days in advance of any additional costs required for HCCC's services so it can determine whether to terminate the MOU.
4. Prowers County will invoice for the Call Coverage Services. Invoices shall include a description of the services performed as Moffat County may request. Moffat County will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to Moffat County per the terms of the MOU are:

|   |             |
|---|-------------|
| Estimated number of Child Abuse/Neglect Reports Jan 2022 – Dec 2022 | 332         |
| C/W Inquiries 150 Divided by 10                                     | 15          |
| Total Estimated Reports   | 347         |
| Less the Allotment of Reports (4 per month or 12 per quarter)       | -48         |
| Total Estimated Reports to be billed                                | 299         |
| Rate per Report   | \$ 23.00    |
| Estimated Investment for C/W Reports                                | \$ 6,877.00 |
| Estimated number of APS reports Jan 2022 – Dec 2022                 | 108         |
| Rate per APS Report   | \$ 23.00    |
| Estimated Investment for APS reports                                | \$ 2,484.00 |
| Total Investment for Call Coverage services                         | \$ 9,361.00 |

6. Moffat County will be billed quarterly for actual number of reports taken, less the allotted reports of 12 reports of any type per quarter.

JOINT RESPONSIBILITIES SHARED BETWEEN MOFFAT COUNTY AND PROWERS COUNTY  
HCCC:

1. Both Prowers County and Moffat County acknowledge that the State of Colorado Department of Human Services must approve this MOU prior to final execution.
2. This MOU was preceded by an official request for Call Coverage Services from the Board of County Commissioners for Moffat County.
3. Both parties understand that nothing in this MOU supersedes or replaces each party's requirements and responsibilities to follow and adhere to all requirements as set forth in state and federal statute, Volume 7 Rules and/or Division of Child Welfare Policy.

GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all calls for Moffat County on a full-time basis. Full-time is defined as 7 days per week, 24 hours a day including holidays. All next step decisions regarding Hotline call records will be left to the discretion of Moffat County. Moffat County will be responsible to complete a review of all information in the Trails Hotline Application ("THA") and Trails to ensure appropriate disposition.
2. All next step decisions regarding Hotline call records will be left to the discretion of Moffat County. Moffat County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.
3. **Child Welfare Reports**, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to Moffat County's Trails Inbox. HCCC will notify Moffat County of a referral via email during business hours and by personal contact during after-hours (pursuant to Volume 7 Rules). It will be the responsibility of Moffat County to check the pending queue and manage the final disposition of all records.
  - a. HCCC will provide the Hotline ID and/or Referral ID number (pursuant to Volume 7 Rules) to an entity designated by Moffat County.
4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Moffat County while information is being entered into the THA or CAPS.
5. **Information and Referral (non-CW)** calls will be sent to Moffat County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of Moffat County to check the pending queue and manage the final disposition of all records. Call purpose will be included in the comments. Callers will be redirected back to the Moffat County main Department of Human Services number. Moffat County can request a brief synopsis.
6. If HCCC receives a call from **law enforcement or medical personnel** that requires immediate response from Moffat County, HCCC will transfer the call to a Moffat County on-call designee. If the Moffat County on-call designee is not available, HCCC will take a message and continue to make attempts to notify the County. If appropriate, the HCCC will take a report while notifying the County.

7. APS reports will be documented in the Colorado Adult Protection System, ("CAPS") and in the THA. Once complete, the record will be transferred to the County's Pending Incoming Hotline Queue. Moffat County will confirm receipt and update in the THA.
  - a. If an APS call is regarding an adult over 70 years old, the HCCC will document the call in the THA and advise the reporter to call local law enforcement. The HCCC will then notify the County of the call.
  - b. Notification to Moffat County that an APS report has been taken by the HCCC will be made by email during both open and after-hours.

#### GENERAL RESPONSIBILITIES OF MOFFAT COUNTY:


1. Moffat County will provide an updated list of on-call Moffat County employees' name(s) or designees and telephone/cellphone numbers and email addresses at all times. The on-call list will include backup contact name(s) and number(s) and email addresses in case the first employee is unable to answer within the notification time frame as outlined in Volume 7 Rules. If the designee changes, it is Moffat County's responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. Moffat County will notify the HCCC of any special circumstances where Moffat County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) Moffat County should make every attempt to identify another entity that can receive notifications. This can be any entity designated by Moffat County.

#### GENERAL PROVISIONS:

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.
5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2022 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2023 providing for payment of such obligations. Moffat County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.

6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 *et seq.* and Article XI of the Colorado Constitution.

**Approving Entities**

Signed:   
Name: Tony Bolrer  
Title: Chair  
Entity: Moffat County Board of County Commissioners  
Moffat County Board of Human Services

**Approving Entities**

Signed: \_\_\_\_\_  
Name: Lanie Meyers-Mireles  
Title: Director  
Entity: Prowers County Human Services

**State Confirmation**

Date: Ann Williams  
Signed: \_\_\_\_\_  
Name: Ann Williams  
Title: Hotline System Analyst  
Entity: Colorado Department of Human Services

Digitally signed by Ann Williams  
Date: 2023.01.25 14:17:00 -07'00'



# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 2/7/2023

**Submitter:** Meagan Hillman, PCPHE Director

**Submitted to the County Administration Office on:** 1/25/2023

**Return Originals to:** Meagan Hillman, PCPHE Director

**Number of originals to return to Submitter:** 1

**Contract Due Date:** Submitting grant by 01/31/23 deadline

**Item Title/Recommended Board Action:** Consider Ratifying 1-24-23 Verbal Poll approval to submit Application Summary for Harm Reduction Grant RFA #41043 Attachment C in the amount of \$300,000.00 and correcting the amount to \$310,979.06 for funds requested on Attachment C.

**Justification or Background:** Verbal approval and sign at Board of Health Meeting 01/24/23. This document only allows PCPHE to submit the grant proposal.

**Fiscal Impact:** This item is budgeted in the following account code: \_\_\_\_\_

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

**PLEASE ATTACH THIS SHEET TO ALL AGENDA ITEMS WHEN SUBMITTING TO  
COUNTY ADMINISTRATION.**

**THANK YOU!**

## Attachment C: Application Summary

### Organization Information:

Applicant Organization's Legal Name: Prowers County Public Health and Environment  
Organization's Street Address: 1001 S Main St  
City: Lamar State: CO Zip Code: 81052  
FEIN: 84 6000 796

DUNS (Data Universal Numbering System): 014854343 UEI Y8C4HSXY95M6

Type of Agency(see eligible entities) : LPHA

### Geographic Area Served by the Proposed Project:

City or County Name(s): Prowers County, Colorado

Geographic Target Area (community, neighborhood, school district, etc):  
\_\_\_\_\_

### Estimates of Numbers to be Served:

Estimated number of clients to be served: 10% of the county to engage in 1 of the projects (1200people)

### Funding Request:

Funds Requested: \$ 310,979.06 Match Provided: \$ \_\_\_\_\_  
Type of Funding: ☒ New ☐ Continuation

**Abstract (200 words or less):** In the box below, please include a brief description of the target population, geographic area, outcomes, and services and/or activities.

Our target population is all people living in Prowers County, Colorado. Prowers County is a rural/frontier county of approximately 12,000. We have disproportionate rates of heroin overdose per capita. We hope to provide sharps containers to public buildings and to those private businesses who wish to have them, increase engagement with free naloxone and fentanyl test strips, facilitate Community Reinforcement and Family Training (CRAFT) classes and increase promotion and training for AcuDetox services. We will also fund our Community Life Coalition (CLC) so that they can better achieve their goals to work as a community to prevent substance use and connect people to treatment. CLC is also a promoter of second chances and supporting those in recovery.

**Contact Information and Signatures:**

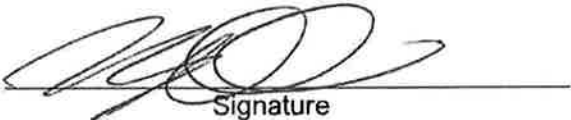
**Project Director:**

Name: Tamela Williams RN, BSN  
Phone: 719-336-8721  
Email: twilliams@prowerscounty.net

  
Signature

**Organization Director:**

Name: Meagan L Hillman PA-C, MBA  
Phone: 719-336-8721  
Email: mhillman@prowerscounty.net

  
Signature

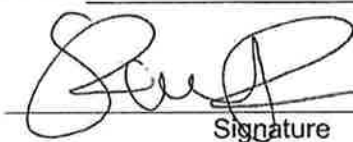
**Board Director:**

Name: Ron Cook, Board of Health Chair  
Phone: 719-688-2681  
Email: rcook@prowerscounty.net

  
Signature

**Chief Fiscal Officer**

Name: Reyna Perez, Accountant  
Phone: 719-336-8721  
Email: pcpheaccountant@prowerscounty.net

  
Signature

## Attachment C: Application Summary

### Organization Information:

Applicant Organization's Legal Name: Prowers County Public Health and Environment  
Organization's Street Address: 1001 S Main St  
City: Lamar State: CO Zip Code: 81052  
FEIN: 84 6000 796

DUNS (Data Universal Numbering System): 014854343

Type of Agency(see eligible entities): LPHA

### Geographic Area Served by the Proposed Project:

City or County Name(s): Prowers County

Geographic Target Area (community, neighborhood, school district, etc):  
\_\_\_\_\_

### Estimates of Numbers to be Served:

Estimated number of clients to be served: 10% of the county to engage in outreach, naloxone or be connected to services.

### Funding Request:

Match will be in kind staff time

Funds Requested: \$ 300,000 Match Provided: \$ 45000

Type of Funding: ☒ New ☐ Continuation

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 2/7/23

**Submitter:** Department of Human Services

**Submitted to the County Administration Office on:** 1/19/2023

**Return Originals to:** Department of Human Services

**Number of originals to return to Submitter:** 1

**Contract Due Date:** ASAP

**Item Title/Recommended Board Action:**

“Consider approval of Agreement for Employment of Legal Conflict Counsel Services between Steerman Law Offices d/b/a/ Steerman and Clark and Prowers County Department of Human Services for January 1, 2023 through December 31, 2023.”

**Justification or Background:**

**Fiscal Impact:**

County: \_\_\_\_\_

Federal: \$ \_\_\_\_\_

State: \_\_\_\_\_

Other: \$ \_\_\_\_\_

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

**Thanks,**

**PLEASE ATTACH THIS SHEET TO ALL AGENDA ITEMS WHEN SUBMITTING TO  
COUNTY ADMINISTRATION.**

**THANK YOU!**

## **AGREEMENT FOR EMPLOYMENT OF LEGAL COUNSEL**

**AGREEMENT** made effective on the 1<sup>st</sup> day of January, 2023 through the 31<sup>st</sup> day of December, 2023, between the **DEPARTMENT OF HUMAN SERVICES OF THE COUNTY OF PROWERS, STATE OF COLORADO, "Department"**, P.O. Box 1157, Lamar, CO 81052 and **DONALD L. STEERMAN, Esq. as Managing attorney for STEERMAN LAW OFFICES d/b/a STEERMAN & CLARK, "Attorney"**, 200 West Elm Street, P. O. Box 390, Lamar, Colorado 81052.

### **WITNESSETH:**

**WHEREAS**, the Employer requires the services of an attorney for legal advice and assistance in legal matters concerning social services, assistance payments, and administrative matters, including actions under the Children's Code in district and appellate courts, and including matters concerning child support enforcement and collection in which the Department is interested, is petitioner, or intervenes pursuant to the Departments duties in regards to child welfare; adult protection; as the child support collection entity or any other duties the Department may have.

**WHEREAS**, the Attorney has provided such services and is willing to continue to provide such services in accordance with the rules and regulations of the Department, and upon the conditions herein set forth; now, therefore,

### **THE PARTIES MUTUALLY AGREE:**

1. That the Attorney is retained as County Social Services Attorney for the Prowers County Department of Social Services at the rate of \$155.00 per hour. This rate is to be charged for attorney time and includes all overhead charges, and charges for the ancillary services of typists, secretaries, paralegals, and other personnel.
2. That the Attorney may charge at costs for non-office related expenses, including copy charges, long distance telephone calls, legal service fees, out of town mileage at 65.5 cents per mile, etc.
3. That payments shall be made monthly to the Attorney upon receipt of an itemized billing for reasonable costs incurred pursuant to this Agreement.
4. That in the event the Attorney violates any provision of this Agreement, the Department may withhold payment for services provided during the period affected by the violation, until such time as the violation has been remedied to the satisfaction of the Department.
5. That the Attorney shall maintain such records as are deemed necessary pursuant to the State Department's Rules to insure a proper accounting for all costs incurred in accordance with the terms of this Agreement. These records shall be made available for audit purposes to the State Department of Social Services, or any authorized representative of the State of Colorado. The Attorney shall make financial and other reports as requested by the County or State Department of Social Services.

6. That the Attorney shall serve at the pleasure of the Department, and either party in this agreement may terminate the same upon thirty (30) days written notice. This agreement shall be renewed annually unless terminated as provided for herein.

7. This Agreement is personal to the parties and may not be assigned without the written consent of the other party, however, the Attorney may assign a member or associate attorney employed by the firm to a case or cases or to fill in for court hearings.

8. No official or employee of Prowers County shall directly or indirectly receiver be paid any share or part of this Agreement or any benefit that may arise therefore in violation of Article 29 of the Colorado Constitution. The Attorney warrants that it has not retained any company or person (other than a bona fide employee working solely for Attorney) to solicit or secure this Agreement, and that Attorney has not paid or agreed to pay any company or person, (except for a bona fide employee working solely for Attorney), any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award of this Agreement to Attorney. Upon discovery of any breach or violation of this provision, Prowers County shall have the right to terminate this Agreement.

9. Any monetary obligation the Prowers County is subject to appropriation as provided for by law. Prowers County shall give Attorney 30 days-notice of non-appropriation and this contract shall terminate upon the expiration of the notice. In the event of non-appropriation, Prowers County agrees that Attorney may withdraw from any and all cases pending before the court without objection by Prowers County.

10. Jurisdiction for any dispute under this agreement shall be exclusively in the Prowers County, Colorado District or County Court sitting without jury in Prowers County, Colorado.

11. The Attorney shall perform its duties hereunder as an independent contractor and not as an employee. Neither the Attorney nor any agent or employee of the Attorney shall be deemed to be an agent or employee of the Department. The Attorney shall comply with the provisions of CRS 8-17.5-101 *et.seq.* and 24-76.5-101.

12. The attorney shall not discriminate on the basis of race, sex, age, or creed, or natural origin.

13. This agreement is binding on the parties and their respective successors and permitted assigns.

**IN WITNESS WHEREOF**, the parties have hereunto affixed their signature.

---

LANIE MEYERS-MIRELES  
COUNTY DIRECTOR

---

Ron Cook, Chairman  
County Board of Human Services

STEERMAN LAW OFFICES, PLLC

By: Lance P. Clark  
DONALD L. STEERMAN, #23402



# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 2/7/23

**Submitter:** Department of Human Services

**Submitted to the County Administration Office on:** 1/19/2023

**Return Originals to:** Department of Human Services

**Number of originals to return to Submitter:** 1

**Contract Due Date:** ASAP

**Item Title/Recommended Board Action:**

“Consider approval of Contract Amendment #2 to 23IBEH 180885 between the Colorado Department of Human Services Behavioral Health Administration and Prowers County Department of Human Services and authorize Lanie Meyers-Mireles, Director of Human Services, to sign via DocuSign.”

**Justification or Background:**

**Fiscal Impact:**

County: \_\_\_\_\_

Federal: \$ \_\_\_\_\_

State: \_\_\_\_\_

Other: \$ \_\_\_\_\_

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

Thanks,

**PLEASE ATTACH THIS SHEET TO ALL AGENDA ITEMS WHEN SUBMITTING TO  
COUNTY ADMINISTRATION.**

**THANK YOU!**

## CONTRACT AMENDMENT #2

### SIGNATURE AND COVER PAGE

|  |  |
|--|--|
| <b>State Agency</b><br>Colorado Department of Human Services<br>Behavioral Health Administration                       | <b>Original Contract Number</b><br>22 IHJA 173925          |
| <b>Contractor</b><br>Prowers County Department of Human Services   | <b>Amendment Contract Number</b><br>23 IBEH 180885         |
| <b>Current Contract Maximum Amount</b><br>Initial Term<br>State Fiscal Year 2022 +2023                      \$149,995* | <b>Contract Performance Beginning Date</b><br>May 17, 2022 |
| Extension Terms<br>N/A<br>* See Exhibit B-1 – Budget for fiscal year detail  | <b>Current Contract Expiration Date</b><br>June 30, 2023   |
| <b>Total for All State Fiscal Years</b> \$149,995  |  |

### THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

|   |   |
|---|---|
| <b>CONTRACTOR</b><br>Prowers County Department of Human Services<br><br><br><br><br><hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> By: Lanie Meyers-Mireles, Director of Prowers County<br>Department of Human Services<br><br><br>Date: _____   | <b>STATE OF COLORADO</b><br>Jared Polis, Governor<br>Colorado Department of Human Services<br>Michelle Barnes, Executive Director<br><br><br><br><br><hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> By: Dr. Morgan Medlock, Commissioner, Behavioral Health<br>Administration<br><br><br>Date: _____ |
| <p style="text-align: center;">In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;"><b>STATE CONTROLLER</b><br/> <b>Robert Jaros, CPA, MBA, JD</b></p> <p style="text-align: center;">By: _____<br/>             Andrea Eurich / Toni Williamson</p> <p style="text-align: center;">Amendment Effective Date: _____</p> |   |

**1. PARTIES**

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

**2. TERMINOLOGY**

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

**3. AMENDMENT EFFECTIVE DATE AND TERM**

**A. Amendment Effective Date**

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

**B. Amendment Term**

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Contract.

**4. PURPOSE**

The purpose of this Contract is to provide grants to county departments of human or social services for the expansion or improvement of local or regional behavioral health disorder treatment programs.

The purpose of this Amendment is to replace Exhibit C-1.

**5. MODIFICATIONS**

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. REPLACE** Exhibit C-1 with Exhibit C-2, attached and incorporated by reference.

**6. LIMITS ON EFFECT AND ORDER OF PRECEDENCE**

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

## Exhibit C-2 Miscellaneous Provisions

### I. General Provisions and Requirements

#### A. Finance and Data Protocols

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

#### B. Marketing and Communications

The Contractor shall comply with the following marketing and communications requirements:

1. Reports or Evaluations. All reports or evaluations funded by BHA must be reviewed by BHA staff, including program, data, and communications, over a period of no fewer than 15 business days. The Contractor may be asked to place a report or evaluation on a BHA template and the report or evaluation is required to display the BHA logo. The Contractor shall submit the finished document to BHA in its final format and as an editable Word or Google document.
2. Press Releases. All press releases about work funded by BHA must note that the work is funded by the Colorado Department of Human Services, Behavioral Health Administration. Press releases about work funded by BHA must be reviewed by BHA program and communications staff over a period of no fewer than five business days.
3. Marketing Materials. Contractor shall include the current Colorado Department of Human Services, Behavioral Health Administration logo on any marketing materials, such as brochures or fact sheets, that advertise programs funded by this Contract. Marketing materials must be approved by the Contract's assigned BHA program contract over a period of no fewer than 5 business days.
4. All Other Documents. All other documents published by the Contractor about its BHA-funded work, including presentations or website content, should mention the Colorado Department of Human Services, Behavioral Health Administration as a funder.
5. Opinion of BHA. BHA may require the Contractor to add language to documents that mention BHA reading: "The views, opinions and content expressed do not necessarily reflect the views, opinions or policies of the Colorado Department of Human Services, Behavioral Health Administration."

#### C. 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 BHA eliminating funding to that specific program and/or budget line item.

**D. Immediate Notification of Closures / Reductions in Force**

If the Contractor intends to close a facility or program, it shall notify the BHA 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 BHA Contracts Unit at least five business days prior to the layoffs.

**E. Licensing and Designation Database Electronic Record System (LADDERS)**

The Contractor shall use LADDERS (<http://www.colorado.gov/ladders>) as needed and/or as required by rule to submit applications for BHA licensing and designation, keep current all provider directory details, and submit policies and procedures.

**F. Contract Contact Procedure**

The Contractor shall submit all requests for BHA interpretation of this Contract or for amendments to this Contract to the BHA Contract Manager.

G. The Contractor shall comply with all the provisions and requirements of RFP IHJA 2022000092.

**H. Continuity of Operations Plan**

1. In the event of an emergency resulting in a disruption of normal activities, BHA may request that Contractor provide a plan describing how Contractor will ensure the execution of essential functions of the Contract, to the extent possible under the circumstances of the inciting emergency ("Continuity of Operations Plan" or "Plan").
2. The Continuity of Operations Plan must be specific and responsive to the circumstances of the identified emergency.
3. BHA will provide formal notification of receipt of the Continuity of Operations Plan to the Contractor.
4. The Continuity of Operations Plan will not impact or change the budget or any other provisions of the contract, and Contractor's performance will be held to the same standards and requirements as the original Contract terms, unless otherwise specified in the Continuity of Operations Plan.
5. Any submitted Continuity of Operations Plan will be ratified as an amendment to the contract as soon as possible.
6. Contractor shall communicate, in a format mutually agreed upon by BHA and Contractor staff, on a frequency that supports the monitoring of services under the Continuity of Operations Plan. If adjustments are needed to the Plan, such adjustments will be made in writing and accompanied by written notice of receipt from BHA.

- a. As part of the BHA/Contractor communication during the emergency, Contractor and BHA will evaluate whether the emergency has resolved such that normal operations may be resumed.
- b. Contractor and BHA will agree in writing when the emergency is sufficiently resolved and agree to a closeout period that is four weeks or less.
- c. BHA will submit notice accepting the termination of the Continuity of Operations Plan to the Contractor as the final action for any qualifying emergency response.

#### I. Cultural Responsiveness in Service Delivery

1. The Behavioral Health Administration expects funding dollars to support equity in access, services provided, and behavioral health outcomes among individuals of all cultures, gender identities, sexual orientations, races, and ethnicities. Accordingly, Contractors should collect and use data to: (1) identify priority populations vulnerable to health disparities encompassing the contractor's entire geographic service area (e.g., racial, ethnic, limited English speaking, indigenous, sexual orientation, gender identity groups, etc.) and (2) implement strategies to decrease the disparities in access, service use, and outcomes—both within those subpopulations and in comparison to the general population.
2. One strategy for addressing health disparities is the use of the recently revised National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (CLAS). The U.S. Department of Health and Human Services (HHS) Think Cultural Health website (<https://thinkculturalhealth.hhs.gov>) also features information, continuing education opportunities, resources, and more for health and health care professionals to learn about culturally and linguistically appropriate services, or CLAS.
3. Contractors providing direct behavioral health prevention, treatment, or recovery services shall submit one of the following two documents to [cdhs\\_BHAdeliverables@state.co.us](mailto:cdhs_BHAdeliverables@state.co.us) by August 31 annually:
  - a. If a provider has completed an equity plan that identifies how they will address health equity, they can submit the plan or;
  - b. Submit a completed CLAS checklist that follows this HHS format: <https://thinkculturalhealth.hhs.gov/assets/pdfs/AnImplementationChecklistfortheNationalCLASStandards.pdf>

- J. Prohibition on Marijuana. Funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational

new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

## **II. Use of Subcontracts.**

- A. Services described in this Contract may be performed by Contractor or by a subcontractor, except where this Contract states explicitly that a service must not be subcontracted.
  - 1. Contractor shall ensure that its subcontractors perform to the terms of this Contract as set forth in the Contract provisions.
- B. Any subcontract for services must include, at a minimum, the following:
  - 1. A description of each partner's participation
  - 2. Responsibilities to the program (policy and/or operational)
  - 3. Resources the subcontractor will contribute, reimbursement rates, services to be included and processes in collecting and sharing data and the most recent CDHS version of the HIPAA Business Associates Addendum, if this Contract contains the HIPAA Business Associates Addendum/Qualified Service Organization Addendum as an exhibit.
  - 4. A copy of this Contract and all its terms and conditions.
- C. The Contractor shall provide to BHA a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this Contract, to [cdhs\\_BHAdeliverables@state.co.us](mailto:cdhs_BHAdeliverables@state.co.us) within 30 days of subcontract execution.
- D. BHA reserves the right to require Contractor to renegotiate subcontracts where necessary to adhere to the terms of this Contract.
- E. Subcontractor/Partnership Termination. In the event where partnerships with a subcontractor such as a 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.

## **III. 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-1, "Budget."**
  - 2. If a Single Audit is performed in accordance with Section IV.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. 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 BHA, 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.

**C. Payment Terms**

1. The Contractor shall invoice once per fiscal year for the full amount allocated to Contractor for that fiscal year. An invoice for FY22 may be submitted upon contract execution. An invoice for FY23 may be submitted on or after July 1, 2022. For Contractors using a calendar fiscal year, more invoices may be submitted to align with the calendar year's budget.
2. On or after July 20th, BHA shall review the Contractor's final report of actual expenditures and conduct a reconciliation between disbursements and actual expenditures.
3. Any funds disbursed from BHA to the Contractor without corresponding expenses incurred in the previous two contract years, shall be considered unearned by the Contractor and shall require a repayment of funds from the Contractor to the State no later than September 15th of the following state fiscal year.
4. The Contractor shall utilize the invoice template(s) provided by BHA.
5. All payment requests shall be submitted electronically to  
[CDHS\\_BHApayment@state.co.us](mailto:CDHS_BHApayment@state.co.us)
6. Any requests for payment received after September 10th for the prior state fiscal year cannot be processed by BHA.
7. The State will make payment on invoices within 45 days of receipt of a correct and complete invoice to [CDHS\\_BHApayment@state.co.us](mailto:CDHS_BHApayment@state.co.us). Consequently, the Contractor must have adequate solvency to pay its expenses up to 45 days after invoice submission to the State.



## **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 2/7/23

**Submitter:** Department of Human Services

**Submitted to the County Administration Office on:** 1/20/23

**Return Originals to:** Department of Human Services

**Number of originals to return to Submitter:** 1

**Contract Due Date:** ASAP

**Item Title/Recommended Board Action:**

"Consider approval of Memorandums of Understanding to facilitate the Prowers County Hotline County Connection Center with answer and processing of Child Welfare and Adult Protection Services related Hotline calls and performing tasks outlined in the MOU's effective January 1, 2023 and ending December 31, 2023 with Hinsdale County and authorize Lanie Meyers-Mireles, Director of Human Services, to sign with a handwritten signature."

**Justification or Background:** This MOU will allow Prowers County Hotline County Connection Center to provide call coverage for child abuse/neglect and adult protective services reports for Hinsdale County.

**Fiscal Impact:** This item is budgeted in the following account code:  
Estimated revenue in the amount of \$0.00.

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \_\_\_\_\_ Other:

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

**PLEASE ATTACH THIS SHEET TO ALL AGENDA ITEMS WHEN SUBMITTING TO  
COUNTY ADMINISTRATION.**

**THANK YOU!**

MEMORANDUM OF UNDERSTANDING  
Between  
HINSDALE COUNTY  
and  
PROWERS COUNTY

INTRODUCTION:

This Memorandum of Understanding ("MOU") is entered into by and between Prowers County, Colorado body corporate and politic by and through its Board of County Commissioner ("Prowers County"), and Hinsdale County, Colorado ("Hinsdale County") a body corporate and politic by and through the Gunnison/Hinsdale Board of Human Services. Prowers County and Hinsdale County shall jointly be referred to as the "Parties."

PURPOSE:

1. This MOU is developed in partnership between Prowers County and Hinsdale County, with confirmation by the State of Colorado ("State"), for Prowers County to manage and administer calls to the hotline regarding persons that reside in Hinsdale County, Colorado.
2. Prowers County, through its Hotline County Connection Center ("HCCC"), agrees to answer and process Child Welfare ("CW") related and APS related hotline calls on behalf of Hinsdale County ("Call Coverage Services"). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. Hinsdale County will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so Hinsdale County can complete the final disposition of each call.

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
  - a. This MOU becomes effective January 1 2023 for the period of 12 months, ending December 31, 2023.
  - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
  - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
  - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
  - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

RATE FOR SERVICES:

1. The calculations used to determine the rate of the Call Coverage Services are based on an annual projection of the number of Child Protection Program Area 5, Program Area 4, and Institutional reports taken and an equivalent number of Other Child Welfare ("Other CW") Inquiry related call reports. For purposes of this MOU, 10 "Other CW" calls will equal 1 report.
  - a. Projected numbers of Program Area 5, Program Area 4, Institutional, "Other CW", and APS reports will be based on a combination of information from the Results Oriented Management data base and the actual numbers of calls received through the HCCC for the previous 12 months.

2. Hinsdale County is allocated 4 free reports, child abuse/neglect or APS reports, each month for a total of 48 free reports of any type per year.
3. Prowers County has entered into agreements with other Colorado counties to provide the same services as contemplated in this MOU. In the event the HCCC must expend additional funds to accommodate adding additional positions to take calls on behalf of all of the other counties including Hinsdale County, the cost of that expansion may be proportionately distributed amongst all of the counties that receive HCCC Call Coverage Services. Should this situation arise, Hinsdale County will be notified 60 days in advance of any additional costs required for HCCC's services so it can determine whether to terminate the MOU.
4. Prowers County will invoice for the Call Coverage Services. Invoices shall include a description of the services performed as Hinsdale County may request. Hinsdale County will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to Hinsdale County per the terms of the MOU are:

|  |          |
|--|----------|
| Estimated number of Child Abuse/Neglect Reports Jan 2023 -- Dec 2023 | 12       |
| C/W Inquiries 0 Divided by 10  | 0        |
| Total Estimated Reports  | 12       |
| Less the Allotment of Reports (4 per month or 12 per quarter)        | -48      |
| Total Estimated Reports to be billed                                 | 0        |
| Rate per Report  | \$ 23.00 |
| Estimated Investment for C/W Reports                                 | \$ 0.00  |
| Estimated number of APS reports Jan 2023 -- Dec 2023                 | 0        |
| Rate per APS Report  | \$ 23.00 |
| Estimated Investment for APS reports                                 | \$ 0.00  |
| Total Investment for Call Coverage services                          | \$ 0.00  |

6. Hinsdale County will be billed quarterly for actual number of reports taken, less the allotted reports 12 reports of any type per quarter.

#### JOINT RESPONSIBILITIES SHARED BETWEEN HINSDALE COUNTY AND PROWERS COUNTY HCCC:

1. Both Prowers County and Hinsdale County acknowledge that the State of Colorado Department of Human Services must approve this MOU prior to final execution.
2. This MOU was preceded by an official request for Call Coverage Services from the Board of County Commissioners for Hinsdale County.
3. Both parties understand that nothing in this MOU supersedes or replaces each party's requirements and responsibilities to follow and adhere to all requirements as set forth in state and federal statute, Volume 7 Rules and/or Division of Child Welfare Policy.

#### GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all the after-hours calls for Hinsdale County. After-Hours is defined as any time outside of normal business operating hours, including week-ends and holidays.
2. All next step decisions regarding Hotline call records will be left to the discretion of Hinsdale County. Hinsdale County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.
3. Reports, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to Hinsdale County's Trails Inbox. HCCC will notify Hinsdale County of a referral via email during business hours and by personal contact during after-hours (pursuant to Volume

7 Rules). It will be the responsibility of Hinsdale County to check the pending queue and manage the final disposition of all records.

- a. HCCC will provide the Hotline ID and/or Referral ID number (pursuant to Volume 7 Rules) to an entity designated by Hinsdale County.
4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Hinsdale County while information is being entered into the THA or CAPS.
5. Information and Referral (non-CW) calls will be sent to Hinsdale County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of Hinsdale County to check the pending queue and manage the final disposition of all records. Call purpose will be included in the comments. Callers will be redirected back to the Hinsdale County main Department of Human Services number. Hinsdale County can request a brief synopsis.
6. If HCCC receives a call from law enforcement or medical personnel that requires immediate response from Hinsdale County, HCCC will transfer the call to an Hinsdale County on-call designee. If the Hinsdale County on-call designee is not available, HCCC will take a message and continue to make attempts to notify the County. If appropriate, the HCCC will take a report while notifying the County.
7. APS reports will be documented in the Colorado Adult Protection System, ("CAPS") and in the THA. Once complete, the record will be transferred to the County's Pending Incoming Hotline Queue. Hinsdale County will confirm receipt and update in the THA.
  - a. If an APS call is regarding an adult over 70 years old, the HCCC will document the call in the THA and advise the reporter to call local law enforcement. The HCCC will then notify the County of the call.
  - b. Notification to Hinsdale County that an APS report has been taken by the HCCC will be made by email during both open and after-hours.

#### GENERAL RESPONSIBILITIES OF HINSDALE COUNTY

1. Hinsdale County will provide an updated list of on-call Hinsdale County employees' name(s) or designees and telephone/cellphone numbers and email addresses at all times. The on-call list will include backup contact name(s) and number(s) and email addresses in case the first employee is unable to answer within the notification time frame as outlined in Volume 7 Rules. If the designee changes, it is the Hinsdale County's responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. Hinsdale County will notify the HCCC of any special circumstances where Hinsdale County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) Hinsdale County should make every attempt to identify another entity that can receive notifications. This can be any entity designated by Hinsdale County.

#### GENERAL PROVISIONS

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental Immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.

5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2023 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2024 providing for payment of such obligations. Hinsdale County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

#### Approving Entities

Signed: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Entity: \_\_\_\_\_

#### State Confirmation

Date: \_\_\_\_\_  
 Signed: Ann Digitally signed  
 Name: Williams by Ann Williams  
 Title: \_\_\_\_\_ Date: 2023.01.20  
 Entity: \_\_\_\_\_ 08:11:45 -07'00'

#### Approving Entities

Signed:   
 Name: Jonathan Hauck  
 Title: Chair  
 Entity: Gunnison/Hinsdale Board of Human Services

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:**

**Submitter:**

**Submitted to the County Administration Office on:**

**Return Originals to:**

**Number of originals to return to Submitter:**

**Contract Due Date:**

**Item Title/Recommended Board Action:** Consider approval of Contractual Agreement Between Illuminate Colorado and Prowers County DHS for Implementation of Circle of Parents and authorize DHS Director Lanie Meyers-Mireles to execute the agreement via DocuSign.

**Justification or Background:** [Brief overview for the Commissioners]

**Fiscal Impact:** This item is budgeted in the following account code: \_\_\_\_\_

County: \$\_\_\_\_\_ Federal: \$\_\_\_\_\_ State: \$\_\_\_\_\_ Other: \$\_\_\_\_\_

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

**PLEASE ATTACH THIS SHEET TO ALL AGENDA ITEMS WHEN SUBMITTING TO  
COUNTY ADMINISTRATION.**

**THANK YOU!**

**Contractual Agreement  
Between  
Illuminate Colorado  
And  
Prowers County DHS**

This Contractual Agreement between **Illuminate Colorado** and **Prowers County DHS** constitutes a legal agreement concerning provision of services to meet funding requirements for implementation of Circle of Parents in alignment with the Colorado Fatherhood Program Sites funded by the Colorado Department of Early Childhood.

**Title of Project:** CDEC - Circle of Fathers

**Grant Period:** August 1, 2022 – September 30, 2023

**Contract ID#:** COP-2PCDHS CoF

**Fund Source:** Federal Funds - MaryLee Allen Promoting Safe and Stable Families Program-Coronavirus Response and Relief Supplemental Act (CRRSA), FAIN 2101COFPSC, CFDA 93.556

**Host Organization:** \_\_\_\_\_

**Host Organization Address:** \_\_\_\_\_

**Host Organization Primary Contact Name:** \_\_\_\_\_

**Host Organization Primary Contact Phone:** \_\_\_\_\_

**Host Organization Primary Contact Email:** \_\_\_\_\_

**Checks to be made payable to:** \_\_\_\_\_

**Tax Identification Number:** (Last 4 digits) \_\_\_\_\_

Illuminate Colorado is providing funding to support Circle of Fathers groups in Colorado connected to Colorado Fatherhood Program Sites. Funding is approved to be used to support the following expenses:

- **Circle of Parents Facilitator** to coordinate, prepare, promote and facilitate the group; collect and submit required data; and participate in training, support, evaluation, and promotion activities – expected to average 4-6 hours per week, not to exceed 20 hours per month.



- **Children's Circle Facilitator or Child Care Provider** to coordinate, prepare, promote and facilitate Children's Circle; collect and submit required data; and participate in training, support, evaluation, and promotion activities – expected to average 3-5 hours per week, not to exceed 16 hours per month.
- **Program Costs** to provide meals at group, rental space for groups, parent leader stipends, travel to attend training, program supplies and materials, not to exceed \$500 per month.
- **Indirect Costs** not to exceed 10% of direct costs.

Budgets must be submitted and approved annually using the approved budget template. Budgets that include allowable expenses will be approved based on funding availability and compliance with funding requirements. Any expense categories not included on the budget template will be reviewed by Illuminate Colorado. Approved annual budgets will become a part of this contract. Any budget changes must be approved in writing by Illuminate Colorado. Any unspent funds at the end of the annual budget period and are not eligible for carryover.

During the period of the Contractual Agreement, Illuminate Colorado will provide the following services at no cost as a part of this Contractual Agreement:

- Facilitator Training for up to 2 Facilitators per year
- Children's Circle Training for up to 4 Children's Facilitators per year
- 1 Children's Circle Toolkit per group
- Additional training and ongoing support as needed and as mutually agreed by Illuminate Colorado

A key component of Circle of Parents implementation is sustainability planning. As outlined herein, Illuminate Colorado will provide funding during the grant period, and will work closely with Prowers County DHS and local partners in the development of a sustainability plan for the Circle of Parents group. However, Prowers County DHS will ultimately be responsible for securing funding or partnerships to sustain the group beyond the term of the grant and any renewal periods.

### **Payment and Requirements Schedule:**

Funding will be dispersed on an expense reimbursement basis. Submission of reimbursement invoices, with backup documentation (timecard, receipts, etc.) is due to Illuminate Colorado by the 10<sup>th</sup> of following month and payment will be made within 30 days via check or ACH. Invoices submitted after the 10<sup>th</sup> of the month may be delayed in receiving payment. Invoices submitted more than 60 days of the end of the month may not be eligible for payment. Invoices for amounts beyond the approved budget, as described herein, may not be reimbursed.

Prowers County DHS must keep a record of all receipts and expenditures related to





this Contractual Agreement for at least four years following the year in which all grant funds are fully expended and agrees to comply with any follow up requests. This Contractual Agreement is made for the purpose outlined herein. No amount may be expended for any other purpose.

If Prowers County DHS fails to satisfy or perform the duties and obligations outlined in this Contractual Agreement, or uses funds for any purpose outside the scope of this Contractual Agreement, it agrees that Illuminate Colorado will be entitled to take remedial action to ensure compliance, up to and including the return of misspent and/or unspent funds, and Prowers County DHS shall comply with the remedial action to the best of its abilities.

As required by the Federal Grant, the Recipient shall comply with the conditions outlined in **Exhibit A**.

This Contractual Agreement may only be amended, modified, or supplemented by written instrument duly executed by both parties.

This Contractual Agreement shall be governed by and construed in accordance with the internal laws of the state of Colorado without giving effect to the conflict of law provisions thereof to the extent such provisions would require or permit the application of the laws of any jurisdiction other than the state of Colorado. Any action or dispute arising out of or relating to this Contractual Agreement shall be brought against any party in the courts of the state of Colorado, sitting in the City and County of Denver, and each party irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

**Accepted and Agreed to:**

Prowers County DHS

Illuminate Colorado, Circle of Parents  
Colorado Chapter

By: Lanie Meyers-Mireles, Director

By: Jade Woodard, Executive Director  
of Illuminate Colorado

Date\_\_\_\_\_

Date\_\_\_\_\_



## Exhibit A

### Federal Grant Requirements

As required by the Federal Grant, the Recipient and any subgrantee(s) shall comply with the following conditions:

- Compliance with Law. The Recipient and any subgrantee(s) shall comply with any applicable statutorily-imposed nondiscrimination requirements, which may include but are not limited to: the Age Discrimination Act of 1975 (42 U.S.C. §§6101-07); the Civil Rights Act of 1964 (42 U.S.C. §2000d); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Rehabilitation Act of 1973 (29 U.S.C §794); Equal Treatment for Faith-Based Organizations (45 CFR §87).
- Sterile Needles/Needle Exchange. Funds may not be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
- Confidentiality of Patient Records. The Recipient and any subgrantee(s) shall comply with section 543 of the Public Health Service Act, 42 U.S.C. 290dd-2, and codified at 42 CFR part 2, which requires that records of substance abuse patients be kept confidential except under specified circumstances and purposes.
- Privacy of Individually Identifiable Health Information. The Recipient and any subgrantee(s) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, 42 U.S.C. 1320d et seq., and codified at 45 CFR parts 160 and 164, which governs the protection of individually identifiable health information.
- Publications. For any publication(s) that results from grant-supported activities, The Recipient and any subgrantee(s) must include an acknowledgment of grant support using the following statement:  
*"This [product] was funded by the Children's Bureau, Administration Children, Youth and Families, Administration for Children and Families, U.S. Department of Health and Human Services, under grant number HHS-2019-ACF-ACYF-CU-1568, . The contents of this [product] are solely the responsibility of the authors and do not necessarily represent the official views of the Children's Bureau."*
- Rights in Data. The U.S. Department of Health & Human Services reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use data and materials resulting from any grant-funded project and to authorize others to do so for Federal purposes, e.g., to make it available in government-sponsored databases for use by other researchers.

- Debarment. No organization may be a recipient of Federal funds under this Agreement if the organization has been debarred or suspended or otherwise found to be ineligible for participation in Federal assistance programs under Executive Order 12549.
- Unpaid Federal Tax Liability. The Recipient declares and affirms that it has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. Recipient shall ensure that any subgrantees meet this requirement.
- Lobbying. No part of any federal funds received under this Agreement shall be used to pay any person for influencing or attempting to influence any officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, extension, continuation, renewal, amendment, or modification of any federal grant, cooperative agreement, contract, or loan.
- The Trafficking Victims Protection Act of 2000, 2 C.F.R. Part 175. The Recipient and any subgrantee, and the Recipient and subgrantee's employees, if any, may not engage in severe forms of trafficking in persons during the period of time that the award is in effect, procure a commercial sex act during the period of time that the award is in effect, or use forced labor in the performance of the Agreement.
- Controlled Substances. No part of any federal funds received under this Agreement shall be used to support activities that promote the legalization of any drug or other substance included in Schedule I of the schedule of controlled substances established by section 202 of the Controlled Substances Act, 21 U.S.C. 812.

**Circle of Fathers  
Fatherhood Program Grant Opportunity  
Funding Request**

**Organization Name:** Prowers County Human Services  
**Funding Period:** October 1, 2022 through September 30, 2023

| For Illuminate Use Only |                    |
|-------------------------|--------------------|
| Date Approved:          | <u>11/1/2022</u>   |
| Approval Initials:      | <u>[Signature]</u> |

| Circle of Parents Facilitator | Group Location / Description | Fully Loaded Hourly Rate | # Hours Per Month | # of Months | Total       |
|-------------------------------|------------------------------|--------------------------|-------------------|-------------|-------------|
| Patrick Christensen           | Circle of Fathers            | \$ 25.00                 | 12                | 12          | \$ 3,600.00 |
| Amy Rosengrants-Smith         | Circle of Fathers            | \$ 25.00                 | 2                 | 12          | \$ 600.00   |
|                               |                              |                          |                   |             | \$ 4,200.00 |
| Children's Circle Leader      | Group Location / Description | Fully Loaded Hourly Rate | # Hours Per Month | # of Months | Total       |

|                                       |                              |       |             | \$       | -           |
|---------------------------------------|------------------------------|-------|-------------|----------|-------------|
|                                       |                              |       |             | \$       | -           |
|                                       |                              |       |             | \$       | -           |
|                                       |                              |       |             | \$       | -           |
| Group Expenses                        | Group Location / Description | Notes | Rate        | Quantity | Total       |
| Meals for Participants                | Circle of Fathers            |       | \$ 200.00   | 12       | \$ 2,400.00 |
| Space Rental                          |                              |       |             | \$       | -           |
| Participant Transportation Vouchers   | Circle of Fathers            |       | \$ 100.00   |          | \$ 100.00   |
| Parent Lead Stipends                  | Circle of Fathers            |       | \$ 100.00   | 12       | \$ 1,200.00 |
| Printing / Supplies                   | Circle of Fathers            |       | \$ 100.00   |          | \$ 100.00   |
| Additional Facilitator Training       |                              |       | \$ 300.00   |          | \$ 300.00   |
| Additional Children's Circle Training |                              |       | \$ 150.00   |          | \$ -        |
| Additional Children's Circle Toolkit  |                              |       | \$ 1,000.00 |          | \$ -        |
| Travel for Facilitator Training       |                              |       |             | \$       | -           |
| Travel for Children's Circle Training |                              |       |             | \$       | -           |
| Travel for Facilitator Summit         |                              |       |             | \$       | -           |
|                                       |                              |       |             | \$       | 4,100.00    |

|                |       |      |       | <b>TOTAL DIRECT COSTS</b>     | <b>\$ 8,300.00</b> |
|----------------|-------|------|-------|-------------------------------|--------------------|
| Indirect Costs | Notes | Rate | Total |                               |                    |
|                |       |      | \$ -  |                               |                    |
|                |       |      |       | <b>TOTAL AMOUNT REQUESTED</b> | <b>\$ 8,300.00</b> |

**Memorandum of Understanding  
Illuminate Colorado  
-and-  
Prowers County DHS**

**THIS MEMORANDUM OF UNDERSTANDING** reflects the common understanding between the parties to establish a collaborative relationship between **Illuminate Colorado, the Circle of Parents® Colorado Chapter ("Illuminate Colorado")**, and **Prowers County DHS**, the host site for a Circle of Parents group ("Prowers County").

**WHEREAS**, Prowers County DHS wishes to develop one or more Circle of Parents groups using the Circle of Parents® model and;

**WHEREAS**, the Circle of Parents model is trademarked and connected to a National network and may not be used outside of the collaborative; and

**WHEREAS**, the Illuminate Colorado is the lead agency for Colorado on the Circle of Parents model and ensures adherence to the model, provides appropriate materials, oversees data collection/evaluation, provides training and technical assistance to collaborative agencies, maintains an MOU with Circle of Parents®, Inc.; and

**IT IS FURTHER AGREED** that Prowers County DHS will ensure that the groups adhere to the Circle of Parents standards. They also agree that timely collection and submission of group attendance, demographics, evaluations, and other data as needed be submitted to Illuminate Colorado each week using Apricot 360 data system. Prowers County DHS also agrees that they will fulfill the Requirements and Responsibilities outlined in **Exhibit A**; and

**IT IS FURTHER AGREED** that Prowers County DHS will adhere to the Circle of Parents Colorado Fee Structure, as outlined in **Exhibit B**, unless otherwise agreed; and

**IT IS THEREFORE UNDERSTOOD** Prowers County DHS agrees to participate in annual quality assurance reviews and evaluations in order to ensure that the program is meeting Circle of Parents standards; and

**IT IS THEREFORE AGREED** that publicity and marketing of groups offered using the Circle model should be branded with Circle of Parents Colorado Chapter logo as reasonable; and

**IT IS FURTHER UNDERSTOOD** that Illuminate Colorado cannot prevent Prowers County DHS, any participants in any Circle of Parents group hosted by Prowers County DHS, or any children, relatives or related parties of Prowers County DHS or of any such participants from becoming exposed to, contracting, or spreading COVID-19 or other illness when meeting in person; and

**IT IS THEREFORE AGREED** that in no event shall Illuminate Colorado be liable for personal injury, or any incidental, special, indirect, consequential or punitive damages whatsoever resulting from COVID-19 or other exposure at any Circle of Parents group hosted by Prowers County DHS; and



**IT IS FURTHER UNDERSTOOD** that this document represents a simple intent between the parties to work together to satisfy common goals of the parties. This Memorandum of Understanding will act as a guide for the parties to work together and shall remain as the guiding principles of the relationship until either party notifies the other in writing of a desire to cease joint efforts or to change the scope of the common action. This agreement will remain in place until revoked by either party. Each party will give the other 30 days' notice for change or revocation of this Memorandum of Understanding; and

**IN WITNESS THEREOF**, the parties do hereby execute this Memorandum of Understanding.

Lanie Meyers-Mireles, Director \_\_\_\_\_ Date \_\_\_\_\_

Prowers County DHS

Jade Woodard, Executive Director \_\_\_\_\_ Date \_\_\_\_\_

Illuminate Colorado, Circle of Parents Colorado Chapter

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## **Exhibit A**

### **Requirements & Responsibilities**

By signing this Memorandum of Understanding, the parties agree to meet the Requirements and Responsibilities outlined below for the Host Site and Circle of Parents Facilitator to provide a Circle of Parents support group to parents in the community. Circle of Parent groups are defined as all groups conducted by Circle of Parents Facilitators who received Facilitator Training certification offered by Illuminate Colorado. To remain eligible for Regional Partnership Grant funding, groups must continue to meet the Requirements and Responsibilities outlined herein.

#### **General Requirements:**

- Will be held on a consistent basis (weekly, monthly).
- Will be held in a safe and accessible location.
- All groups are free to all participants.
- Provide a welcoming, safe, and confidential environment for parents.
- Led by a trained Facilitator and eventually a trained Parent Lead in compliance with the model.

#### **Illuminate Colorado Responsibilities include:**

- Provide trainings for new facilitators and parent leads as needed, no less than twice per year.
- Offer ongoing individual technical assistance and support to Circle of Parent Facilitators.
- Ensure ongoing professional development is available for Circle of Parent Facilitators.
- Collect and analyze data from groups and sharing findings with groups and stakeholders.
- Research funding opportunities to support groups.
- Assist with Parent Leadership development.
- Conduct annual site visit and assure model fidelity.
- Coordinate publicity and marketing including posting group information on the Circle of Parents website, providing approved and branded flyers, and other outreach materials/activities.

#### **Host Site—(Organization) Responsibilities Include:**

- Provide a safe, accessible space for Circle of Parents groups and child care/Children's Circle.
- Finance the Facilitator, Children's Facilitator and Parent Lead training fees and logistics (including lodging, mileage, per diem) unless otherwise agreed upon.
- Ensure Facilitator and Children Group Leaders complete Mandatory Reporter Training.
- Supervise the Circle of Parents Facilitator and ensure compliance to the model, support needs of group including food, transportation, and community referrals as needed.
- Disseminate outreach materials and market the Circle of Parents groups in the community using cobranded materials developed by Illuminate Colorado.
- Ensure background checks are completed on staff/volunteers involved with Circle of Parents.



- Ensure data, surveys, rosters, evaluations, and reports are submitted within 24 hours of group.
- If facilitator is an employee of the host site, the host site will include the Circle of Parents responsibilities in the Facilitator's job description and compensation unless otherwise determined with Illuminate Colorado.

**Circle of Parents Facilitator Responsibilities Include:**

- Attend and participate in the two-day Facilitator Training, Apricot 360 Training, ongoing technical assistance, and ongoing facilitator professional development activities.
- Collect and submit participant intake data and attendance data to Illuminate Colorado on a weekly basis, within 24 hours of group, as well as surveys on a periodic basis using Apricot 360.
- Disseminate outreach materials and market the Circle of Parents groups in the community using cobranded materials developed by Illuminate Colorado.
- Communicate with group members on timing and location of the group, including sending a weekly reminder email or text.
- Identify Parent Lead(s) to eventually be trained and take on the role of facilitating the group and providing support.
- Participate in annual quality assurance reviews and site visits in order to ensure the program is meeting Circle of Parents standards.
- Coordinate food, transportation, community resources, and referrals as needed by group.

**Data Collection Requirements and Process:**

All Circle of Parents groups will participate in the Circle of Parents Colorado Evaluation and will collect and submit participant intake information and attendance information on a weekly basis, within 24 hours of group. Groups will also be expected to administer select surveys on a periodic basis to examine program impacts.

- All facilitators will complete Apricot 360 training for ongoing data entry.
- All groups will enter required data into Apricot 360.
- All groups with sufficient data will receive an annual data summary.



## Exhibit B Standard Fee Structure for Circle of Parents Colorado

### Facilitator Training: \$300

In order to be a certified Circle of Parents group, it is required that a facilitator attends the Facilitator Training with Illuminate Colorado, which includes:

- Two-day training on the Circle of Parents model and facilitation skills
- Breakfast and Lunch each day
- Facilitator Manual & Parent Café Cards

After the facilitator is trained and begins implementing the Circle of Parents group, they will receive ongoing support from the Illuminate Colorado including:

- Monthly Support from a Circle of Parents Program Manager and/or Peer Mentor
- Quarterly Webinars and Circle of Facilitators Meetings for ongoing professional development and peer to peer support
- Annual Site Visit with Circle of Parents Program Manager and/or Peer Mentor
- Inclusion in Statewide Circle of Parents Colorado Program Evaluation
  - Circle of Parents Colorado Logic Model
  - Basic Analysis of Data Submitted by Circle of Parents Groups
  - Protective Factors Survey
  - Data Snapshot (provided to groups with sufficient data)

Recertification Training for facilitators who were trained within the last 5 years: **\$150**

### Children's Circle Training: \$150

In order to implement the Children's Circle Curriculum, Children's Facilitators are required to attend the Children's Circle Training with Illuminate Colorado, which includes:

- One-day training on the Circle of Parents Children's Circle model and facilitation skills
- Breakfast and Lunch provided
- Children's Circle Facilitator Manual

Upon completion of the Children's Circle Training, a full Children's Circle Toolkit can be purchased through Illuminate Colorado for **\$1,000**.

*Types and costs of all other training and technical assistance will be negotiated on a case by case basis by Illuminate Colorado. Fees can be reduced or waived by Illuminate Colorado following the established fee reduction / waiver process.*





## INVOICING INSTRUCTIONS

### Invoice Content Requirements

|  |   |
|--|---|
| <b>Award</b>                               | <b>Approved Award Information</b> <ul style="list-style-type: none"> <li>Contract Number: COP-2PCDHS CoF</li> <li><b>Project title: CDEC - Circle of Fathers</b></li> <li>Grant Period: August 1, 2022 – September 30, 2023</li> <li>Budget Amount: \$8,300</li> </ul>  |
| <b>Subrecipient Contractor Information</b> | <b>Contractors must prepare invoices containing the following information:</b> <ul style="list-style-type: none"> <li>Contractor name</li> <li>Mailing Address</li> <li>Contact Phone</li> <li>Contact Email</li> <li>Invoice Number</li> <li>Date of Invoice</li> <li>Check Payable Information (bottom of invoice)</li> </ul>   |
| <b>Invoice Attachments</b>                 | <b>Contractor shall prepare a separate invoice for each grant and program for which work is being provided. Submissions must include the following:</b> <ul style="list-style-type: none"> <li>Invoice</li> <li>Original vendor detailed receipts for expenditures requiring reimbursement</li> <li>Time &amp; Effort Reports</li> <li>Quarterly Program Reports</li> </ul> |
| <b>Invoice Submissions</b>                 | <p>Invoices Due: 10<sup>th</sup> day of the month</p> <p>To: Illuminate Colorado Accounting Department</p> <p>EMAIL: <a href="mailto:accounting@illuminatecolorado.org">accounting@illuminatecolorado.org</a></p> <p>Accounting Contact: Linda Robinson, Finance Manager, 303-946-5822</p>  |



### **Preferred Submittal Method (Email)**

- Invoices must be emailed to [accounting@illuminatecolorado.org](mailto:accounting@illuminatecolorado.org).
- Invoices are to be attached as PDF files and wherever possible, attachments should be included in that PDF file. Sending invoices in any other format is not allowed and will not be processed.
- Incomplete invoices will delay the process of payments.
- There can be multiple PDF invoices included in one email and each of the PDF files will be processed as one invoice.

### **Alternate Submittal Method (Mail)**

The alternate method for invoice submittal is via mail. The preferred method (noted above) should be used whenever possible. If invoices are submitted via mail, do not send duplicate invoices via email. Do not use multiple methods for submitting the same invoice.

- Each invoice must contain all information as indicated in the General Instructions.
- Contractors shall only submit invoices for approved services per their contract agreement.
- Accounting department will be responsible for routing invoices to Program Director for appropriate internal approvals.
- Invoices may be mailed to: Illuminate Colorado, ATTN: Accounting, 951 20<sup>th</sup> Street, #1860, Denver, CO 80202

### **Invoices not Prepared as Stated Above May Delay Payment Processing**

We greatly appreciate your cooperation in adhering to these requirements as it will help us to process your invoice faster. Any exception to these rules may result in delayed payment as well as additional communication and coordination between our companies. The following examples lead to delays:

- Sending the same invoice multiple times.
- Sending an invoice to an email address other than [accounting@illuminatecolorado.org](mailto:accounting@illuminatecolorado.org).
- Mailing an invoice as opposed to emailing the invoice.
- Emailing an unreadable file format.
- Not including your contact information on the invoice
- Not including all required attachments.

### **Preferred Method of Payment**

Illuminate will pay Contractors via ACH or check made payable to name on invoice and if applicable will be mailed first class (USPS) to the address on the invoice.

### **We're Here to Help You**

For general Accounts Payable questions, contact Accounting at [accounting@illuminatecolorado.org](mailto:accounting@illuminatecolorado.org) or call Linda Robinson, Finance Manager at 303-946-5822.



**DEBARMENT & SUSPENSION CERTIFICATION  
FORM**

The Board Member, Officer, Employee, Contractor Subcontractor or Sub Awardee certifies that, neither they themselves nor any owner, partner, director, officer, or principal of their business, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

- a) Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal or state department/agency,
- b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property,
- c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above,

Or

- d) Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default,
- e) The contractor is "Actively" registered with SAMS (Service for Award Management) and has been assigned the following DUNS Number: \_\_\_\_\_ or Unique Entity ID Number \_\_\_\_\_.

The Board Member, Officer, Employee, Contractor Subcontractor or Sub Awardee further certifies that they shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021

Lanie Meyers-Mireles

By: \_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Required Signature



INSTRUCTIONS FOR CERTIFICATION

- 2 -

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.



7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in-order-to render ingood faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.



# ACH Direct Deposit Authorization Form

Please print and complete ALL the information below.

Organization/Individual: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

The diagram shows a check with the following details:

- Payee:** John Jones, 124 Main Street, Anywhere, MA 02345
- Date:** \_\_\_\_\_
- Pay to the order of:** \_\_\_\_\_
- Amount:** \$ \_\_\_\_\_ Dollars
- Routing Number:** 123456789 (circled)
- Account Number:** 1234567891011 (circled)
- Check Number:** 0259 (circled)

Annotations with arrows point to the circled numbers:

- 9 digit Routing Number** points to 123456789.
- Account Number (1-17 digits)** points to 1234567891011.
- Check Number (do not include)** points to 0259.

Name of Bank: \_\_\_\_\_

Account #: \_\_\_\_\_

9-Digit Routing #: \_\_\_\_\_

Type of Account:      Checking      Savings      (Circle One)

*Please attach a voided check for each bank account to which funds should be deposited.*

Illuminate Colorado is hereby authorized to directly deposit to the account listed above. This authorization will remain in effect until I modify or cancel it in writing.

Authorized Signature: \_\_\_\_\_

Authorized Personnel: Lanie Meyers-Mireles Date: \_\_\_\_\_  
Print Name

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

|   |   |
|---|---|
| 1                                       | Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.   |
| 2                                       | Business name/disregarded entity name, if different from above  |
| 3                                       | <p>Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Individual/sole proprietor or single-member LLC<br/><br/> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____<br/> <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.<br/><br/> <input type="checkbox"/> Other (see instructions) ► </div> <div> <input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate </div> </div> |
| 4                                       | <p>Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>  |
| 5                                       | Address (number, street, and apt. or suite no.) See instructions.   |
| 6                                       | City, state, and ZIP code   |
| 7                                       | List account number(s) here (optional)  |
| Requester's name and address (optional) |   |

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                |  |  |  |  |  |  |  |  |  |
|--------------------------------|--|--|--|--|--|--|--|--|--|
| Social security number         |  |  |  |  |  |  |  |  |  |
|                                |  |  |  |  |  |  |  |  |  |
| or                             |  |  |  |  |  |  |  |  |  |
| Employer identification number |  |  |  |  |  |  |  |  |  |
|                                |  |  |  |  |  |  |  |  |  |

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ►

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

| IF the entity/person on line 1 is a(n) . . .   | THEN check the box for . . .  |
|--|---|
| • Corporation  | Corporation   |
| • Individual<br>• Sole proprietorship, or<br>• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.   | Individual/sole proprietor or single-member LLC   |
| • LLC treated as a partnership for U.S. federal tax purposes,<br>• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or<br>• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. | Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation) |
| • Partnership  | Partnership   |
| • Trust/estate   | Trust/estate  |

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . .  | THEN the payment is exempt for . . .  |
|--|---|
| Interest and dividend payments   | All exempt payees except for 7  |
| Broker transactions  | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends                                   | Exempt payees 1 through 4   |
| Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup> | Generally, exempt payees 1 through 5 <sup>2</sup>   |
| Payments made in settlement of payment card or third party network transactions        | Exempt payees 1 through 4   |

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account:  | Give name and SSN of:   |
|--|---|
| 1. Individual  | The individual  |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI  | The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup> |
| 3. Two or more U.S. persons (joint account maintained by an FFI)   | Each holder of the account  |
| 4. Custodial account of a minor (Uniform Gift to Minors Act)   | The minor <sup>2</sup>  |
| 5. a. The usual revocable savings trust (grantor is also trustee)<br>b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee <sup>1</sup><br>The actual owner <sup>1</sup>                                       |
| 6. Sole proprietorship or disregarded entity owned by an individual  | The owner <sup>3</sup>  |
| 7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))                                     | The grantor <sup>4</sup>  |
| For this type of account:  | Give name and EIN of:   |
| 8. Disregarded entity not owned by an individual   | The owner   |
| 9. A valid trust, estate, or pension trust   | Legal entity <sup>4</sup>   |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553   | The corporation   |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization  | The organization  |
| 12. Partnership or multi-member LLC  | The partnership   |
| 13. A broker or registered nominee   | The broker or nominee   |

| For this type of account:   | Give name and EIN of: |
|---|-----------------------|
| 14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity     |
| 15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))  | The trust             |

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.



The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about Identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** February 7, 2023

**Submitter:** Lanie Meyers-Mireles

**Submitted to the County Administration Office on:**

**Return Originals to:** Lanie Meyers-Mireles

**Number of originals to return to Submitter:**

**Contract Due Date:**

**Item Title/Recommended Board Action:** Consider approval of HIPAA Business Associate Addendum between Prowers County Department of Human Services and Unite Us and authorizing DHS Director Lanie Meyers-Mireles to execute the document.

**Justification or Background:** [Brief overview for the Commissioners]

**Fiscal Impact:** This item is budgeted in the following account code: \_\_\_\_\_

County: \$\_\_\_\_\_ Federal: \$\_\_\_\_\_ State: \$\_\_\_\_\_ Other: \$\_\_\_\_\_

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

**PLEASE ATTACH THIS SHEET TO ALL AGENDA ITEMS WHEN SUBMITTING TO  
COUNTY ADMINISTRATION.**

**THANK YOU!**

## HIPAA BUSINESS ASSOCIATE ADDENDUM

**THIS HIPAA BUSINESS ASSOCIATE ADDENDUM** (the "**Addendum**") to the underlying agreement (the "**Underlying Agreement**") between the covered entity listed on the signature page ("**Covered Entity**" or "**CE**") and Unite USA Inc. ("**Unite Us**" or "**BA**"), a Delaware corporation with offices located at 217 Broadway, Floor 8, New York, NY 10007 is effective as of the last date set forth on the signature page (the "**Effective Date**"). This Addendum supplements and is made a part of any agreements between CE and BA involving the use or disclosure of Protected Health Information ("**PHI**").

### WITNESSETH:

WHEREAS, BA wishes to or has entered into the Underlying Agreement whereby BA shall provide to CE case management and/or care coordination software services; and

WHEREAS, CE wishes to disclose certain information to BA pursuant to the terms of the Underlying Agreement, some of which may constitute PHI;

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

#### 1. DEFINITIONS

The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Covered Entity, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, required by Law, Secretary, Security Incident, Security Rule; Subcontractor, Unsecured Protected Health Information, and Use. Any other undefined term with a capital letter shall have the same meaning as such term in the HIPAA Rules.

1.1. "**Breach**" shall mean any unauthorized acquisition, access, use or disclosure of PHI/ePHI that does not meet one of the three exceptions. Exceptions provided in the Final Rule are (a) Unintentional acquisition, access or use of PHI by a workforce member in the scope of duties and no further access or disclosure, (b) Inadvertent disclosure from one authorized person to another within the same CE/BA and no further access or disclosure, or (3) Disclosure of PHI where CE/BA has good faith belief that the recipient cannot retain the information.

1.2. "**Business Associate**" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean Unite USA Inc.

1.3. "**HIPAA Rules**" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 including the Health Information Technology for Economic and Clinical Health Act ("**HITECH Act**") codified at 42 U.S.C. §§17921-7954 and the Final Omnibus Rule (78 Fed. Reg. 5566) (Final Rule) as in effect or as amended from time to time.

1.4. "**Protected Health Information**" or "**PHI**" shall have the meaning given to such term in 45 CFR §160.103 and shall include, without limitation, any information, whether oral or recorded in any form or medium, created or received by Business Associate from or on behalf of Covered Entity: (a) 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 (b) 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.

**2. PURPOSE.** The Parties hereby agree that except as otherwise limited in this Addendum, BA shall be permitted to use or disclose PHI provided or made available from CE to perform any function, activity or service for, or on behalf of, CE as specified in the Underlying Agreement.

**3. OBLIGATIONS OF BUSINESS ASSOCIATE.** BA covenants and agrees that it shall:

- 3.1. Not use or further disclose PHI other than as permitted or required under this Addendum or as required by law;
- 3.2. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Addendum;
- 3.3. Maintain a written information security program consistent with HIPAA standards that include administrative, technical, and physical safeguards to maintain the security of and prevent unauthorized access to Covered Entity's PHI;
- 3.4. Conduct a security risk assessment in compliance with HIPAA and the HITECH Act;
- 3.5. Report to CE any use or disclosure of PHI not provided for by this Addendum of which it becomes aware, including Breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware as soon as possible and no later than within three business days of becoming aware of such Breach. Subsequent investigation shall include to the extent feasible, a prompt report to CE of the identification of each individual whose unsecured PHI has been, or is reasonably believed by BA to have been accessed, acquired, or disclosed during such Breach, and any other information that CE deems necessary to meet its breach notification obligations under HIPAA;
- 3.6. In the event of a Breach, BA shall in consultation with CE, mitigate to the extent practical any harmful effect of such Breach that is known to BA;
- 3.7. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of BA agree to the same restrictions, conditions, and requirements that apply to it with respect to such information;
- 3.8. Make available PHI in a designated record set to CE or to an individual patient as necessary to satisfy CE's obligations under 45 CFR 164.524;
- 3.9. Make any amendment(s) to PHI in a designated record set as directed or agreed to by CE pursuant to 45 CFR 164.526, or to an individual patient as necessary or take other measures as necessary to satisfy its obligations under 45 CFR 164.526;
- 3.10. Maintain and make available the information required to provide an accounting of disclosures to CE or to an individual patient as necessary to satisfy its obligations under 45 CFR 164.528;
- 3.11. To the extent BA is to carry out one or more of CE's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to its performance of such obligation(s);
- 3.12. Adopt and implement a policy and procedure for adhering to the HIPAA rules, if BA performs marketing or fundraising services on behalf of CE and uses or discloses PHI in furtherance of those services, and shall remove the names of all Individuals who have expressly opted out of receiving future marketing or fundraising materials from BA on CE's behalf. If CE receives information of an Individual's request to opt



out of future mailings, CE agrees to notify BA of such request as soon as reasonably practicable;

3.13. Make its internal practices, books, records and policies and procedures and documentation requirements relating to the use and disclosure of PHI received from, or created by, BA on behalf of CE available to the Secretary for purposes of determining compliance with the HIPAA Rules; and

3.14. In the event BA receives a valid order issued by a judicial, governmental or regulatory entity or mandate for release of PHI, BA shall be permitted to disclose such PHI after notifying CE of the request as soon as commercially practicable. At the sole cost of CE, BA provide reasonable assistance to CE in seeking a protective order. BA shall, to the extent reasonably practicable, consult with CE prior to responding and shall advise CE of how it intends to respond as soon as such determination is made.

**4. PERMITTED USES AND DISCLOSURES BY BA.**

4.1. BA may only use or disclose PHI as necessary to perform the services set forth in the Underlying Agreement, including for reporting on and evaluating the network or as required by law.

4.2. BA may use or disclose PHI as required by law.

4.3. BA agrees to make uses and disclosures and requests for PHI consistent with CE's minimum necessary policies and procedures.

4.4. BA may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by CE.

4.5. BA may use PHI in its possession to provide data aggregation services relating to the health care operations of CE, as provided for in 45 C.F.R. § 164.501.

4.6. BA may disclose PHI in its possession to third parties (subcontractors) for the purpose of its proper management and administration or to fulfill any of its present or future legal responsibilities provided that the disclosures are required by law or BA has entered into an agreement with subcontractor for the protection and use of PHI with substantially similar terms to this one.

4.7. BA may disclose PHI to other health care providers for the treatment purposes of such provider.

**5. NOTIFICATION OF PRIVACY PRACTICES AND RESTRICTIONS.**

5.1. CE shall notify BA of any changes in, or revocation of, the permission by an individual to use or disclose his/her PHI, to the extent that such changes may affect BA's use or disclosure of PHI.

5.2. CE shall notify BA of any restriction on the use or disclosure of PHI that CE has agreed to or is required to abide by 45 CFR 164.522, to the extent that such restriction may affect BA's use or disclosure of PHI.

**6. UNILATERAL TERMINATION.** Notwithstanding any other provision under this Addendum and pursuant to federal law, BA agrees that this Addendum and the Underlying Agreement may be terminated by CE without penalty should CE, in its sole discretion, determine that BA has violated a material obligation under this Addendum, provided that, CE provides BA with adequate prior notice for BA to remedy the violation.

**7. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS.** CE may terminate this Addendum and the Underlying Agreement, effective immediately, if (a) BA is named as a defendant in a criminal proceeding for a violation of HIPAA or (b) a finding or stipulation that BA has violated any standard or requirement of HIPAA or other security or privacy laws is made in any administrative or civil proceeding in which BA has been named.

**8. RETURN OR DESTRUCTION OF PHI.** Upon termination, cancellation, or expiration of the Underlying Agreement, it will be infeasible to return or destroy any and all PHI which has been stored via Unite Us system as it is needed to provide consumer care and services; the terms of this Addendum shall extend to all such PHI and any further use or disclosure of the PHI by BA shall be limited to that purpose which renders the return or destruction of the PHI infeasible, namely providing consumer care and services. If returning the PHI to CE is not feasible, BA shall destroy any and all PHI maintained by BA in any form whatsoever, including any copies thereof, with the exception of historical data which must be maintained in order to provide continuity of service to consumers. Should the return or destruction of the PHI be determined by BA to not be feasible, the terms of this Addendum shall extend to the PHI until otherwise indicated by CE, and any further use or disclosure of the PHI by BA shall be limited to that purpose which renders the return or destruction of the PHI infeasible. Destruction of PHI must be in accordance with HHS standards and processes for rendering PHI unusable, unreadable, or indecipherable to unauthorized individuals so that it is no longer Unsecured PHI. BA shall complete such return or destruction as promptly as possible, but not later than thirty (30) days after the effective date of termination, cancellation, or expiration of the Underlying Agreement. Within such thirty (30) days, BA shall certify in writing to CE that such return or destruction has been completed, will deliver to CE identification of PHI for which return or destruction is infeasible and, for that PHI, will certify that it will only use or disclose such PHI for those purposes that make return or destruction infeasible.

**9. LIMITATION OF LIABILITY.** Except for liability arising as a result of a Party's gross negligence or willful or intentional misconduct, in no other event shall either Party's aggregate liability under this Addendum exceed two times the aggregate fees for services under the Underlying Agreement.

**10. GOVERNMENTAL IMMUNITY.** Notwithstanding any other provision of this Agreement to the contrary, no term or provision of this Agreement shall be construed or interpreted as a limitation to or waiver by CE of any applicable provisions of the Colorado Governmental Immunity Act, §24-10- 101, et seq., C.R.S., as now or hereafter amended; §24-30-1501, et seq., C.R.S., as now or hereafter amended, and any other immunity statute. Any provisions of this Agreement, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of CE as provided by said laws.

**11. NO THIRD-PARTY BENEFICIARIES.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, BA, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

**12. TERM.** This Addendum shall become effective on the Effective Date and shall expire when the entire PHI provided by CE to BA is destroyed or returned to CE pursuant to Section 8 above. The Parties agree that Sections 2, 3, 4, 9 and 11 of this Addendum shall survive the termination or expiration of this Addendum. Either Party may terminate this Addendum immediately in the event of (a) a material breach that cannot reasonably be cured within fourteen days, (b) repeated breaches of the same material obligation or (c) a breach that would expose the non-breaching Party to civil or criminal liability or would otherwise cause a violation of applicable laws, rules, regulations or accreditation standards applicable to the non-breaching Party.

*[remainder of this page intentionally left blank]*

IN WITNESS THEREOF, the parties have caused this Addendum to be duly executed by their duly authorized representatives as of the Effective Date.

**BA:**

**Unite USA Inc.**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Unite Us Address for Notices:**

Unite USA Inc.  
217 Broadway, Floor 8  
New York, NY 10007  
Attn: Finance;  
General Counsel

With a copy to:  
Email: [finance@uniteus.com](mailto:finance@uniteus.com)  
Email: [legal@uniteus.com](mailto:legal@uniteus.com)

**Covered Entity:**

Prowers County Department of Human Services

Signature: \_\_\_\_\_

Name: Lanie Meyers-Mireles

Title: Director

Date: \_\_\_\_\_

**Covered Entity Address for Notices:**

Address

# PROWERS COUNTY AGENDA ITEM REQUEST FORM

**Hearing Date Requested:** 2/7/2023

**Submitter:** Meagan Hillman, PCPHE Director

**Submitted to the County Administration Office on:** 02/02/2023

**Return Originals to:** Meagan Hillman, PCPHE Director

**Number of originals to return to Submitter:** 1

**Contract Due Date:** Start date 04/01/23

**Item Title/Recommended Board Action:** Consider approval of Case Management Services Agreement between Southeastern Developmental Services, Inc. and Prowers County Public Health and Environment for Management of Comprehensive Services and Support for adults and children with developmental disabilities, authorizing Meagan Hillman, PCPHE Director to execute the document.

**Justification or Background:** This is for us to provide case management services as a subcontractor to SDS. Our OLTC program will start this on April 1, 2023. I marked February 8 as sing date as I will pick it up on the 8<sup>th</sup>, sign and send to SDS. Let me know if you need a fully executed copy. They won't sign until we have

**Fiscal Impact:** This item is budgeted in the following account code: \_\_\_\_\_

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

## CASE MANAGEMENT SERVICES AGREEMENT

THIS CASE MANAGEMENT SERVICES AGREEMENT ("AGREEMENT") is made and entered into this 8th day of February, 2023, by and between Southeastern Developmental Services Inc., a Colorado nonprofit corporation with its principal place of business at 1111 South 4<sup>th</sup> Street, Lamar, CO 81052, ("SDS") and Prowers County Public Health and Environment, Colorado, a subdivision of the State of Colorado organized under the Colorado Constitution, with its principal place of business at 1001 South Main; Lamar, CO 81052 ("PCPHE"), (SDS and PCPHE collectively the "Parties" or singularly a "Party") both of whom understand and agree as follows:

### WITNESSETH:

**WHEREAS**, SDS is a non-profit Community-Centered Board ("CCB") as defined by Colorado statutory and regulatory law. See C.R.S. § 25.5-10-202(4)(a) (defining "community-centered board" as "a private corporation, for-profit or not-for-profit, that is designated pursuant to section 25.5- 10-209."); 10 C.C.R. 2505-10, § 8.600.4. ("Community Centered Board" means a private corporation, for-profit or not-for-profit that is designated pursuant to C.R.S. 25.5-10-209, responsible for, but not limited to conducting Developmental Disability determinations, waiting list management, Level of Care Evaluations for Home and Community Based Service waivers specific to individuals with intellectual and developmental disabilities, and management of State Funded programs for individuals with intellectual and developmental disabilities."). SDS as a CCB is accordingly designated as the sole provider of such comprehensive services and support for adults and children with developmental disabilities in the Counties of Prowers, Baca, Kiowa and Eastern Bent Counties, Colorado, including the provision of case management services. SDS provides such services in its capacity as a CCB and pursuant to the terms of a Contract with the Colorado Department of Healthcare Policy and Financing ("HCPF") dated effective July 1st, 2019, No. 20-134784 as amended (both the contract and all amendments collectively the "Master Contract"). The terms of the Master Contract are incorporated herein by this reference and shall be binding on both Parties, and to the extent that there is conflict between the terms of this Agreement and the Master Contract, the Master Contract shall control.

**WHEREAS**, PCPHE is a non-home rule PCPHE and a political subdivision of the State of Colorado organized under the Colorado Constitution.

**WHEREAS**, SDS and PCPHE have agreed that PCPHE, through its Department of Human Services, shall provide certain case management services related to SDS's activities as a CCB as defined below.

**WHEREAS**, the PCPHE wishes to provide said services.

**WHEREAS**, SDS through the Master Contract with HCPF allows for SDS to subcontract up to 40% of the Services.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. **RELATIONSHIP:** The parties to this Agreement intend that the relationship between them created is that of independent contractors. No agent, employee or servant of PCPHE shall be or shall be deemed to be the agent, employee, or servant of SDS. The manner and means of conducting the work are under the sole control of PCPHE except as mandated by applicable state and federal law, rules and

regulation governing the provision of the services and the Master Contract (collectively the "Law"). PCPHE shall be solely and entirely responsible for its acts and for the acts of PCPHE's agents, employees, and servants during the performance of this Agreement.

IT IS EXPRESSLY ACKNOWLEDGED BY PCPHE THAT IT IS AN INDEPENDENT CONTRACTOR UNDER THE TERMS OF THIS AGREEMENT. NOTHING IN THIS AGREEMENT IS INTENDED NOR SHALL IT BE CONSTRUED TO CREATE AN EMPLOYER/EMPLOYEE RELATIONSHIP OR A JOINT VENTURE RELATIONSHIP OR ALLOW EITHER PARTY TO EXERCISE CONTROL OR DIRECTION OVER THE MANNER OR METHOD BY WHICH THE PARTIES EXERCISE THEIR RESPECTIVE PROFESSIONAL JUDGMENT UNLESS MANDATED BY THE MASTER CONTRACT, OR LAW. PCPHE UNDERSTANDS AND AGREES THAT SDS WILL NOT PAY OR WITHHOLD ON BEHALF OF PCPHE ANY SUMS FOR INCOME TAX, UNEMPLOYMENT INSURANCE, SOCIAL SECURITY, WORKMEN'S COMPENSATION INSURANCE, OR ANY OTHER WITHHOLDING TAX OR INSURANCE PURSUANT TO ANY LAW OR REQUIREMENT OF ANY GOVERNMENTAL BODY. PCPHE AGREES THAT ALL SUCH PAYMENTS AND WITHHOLDINGS, IF ANY, ARE THE SOLE RESPONSIBILITY OF PCPHE, AND PCPHE HEREBY WARRANTS AND REPRESENTS THAT PCPHE WILL MAKE ALL SUCH PAYMENTS AND WITHHOLDINGS. SDS WILL PREPARE A I.R.S. FORM 1099 FOR EACH TAXABLE YEAR AND PROVIDE IT TO PCPHE AS CONCERNS COMPENSATION PAID UNDER THIS AGREEMENT. Except as otherwise provided in this Agreement, the Master Contract or under LAW, the PCPHE shall have full control over working time, methods and decision making in relation to the Services to be provided in accordance with this Agreement.

2. CASE MANAGEMENT: PCPHE shall provide the following described Services, which are subject to change or revision as required by the Master Contract.

Introduction: SDS currently provides case management and also provides direct services to program recipients, which will no longer be allowable by the Centers for Medicare and Medicaid Services ("CMS") due to conflict-free case management rules which shall be effective July 1, 2024. Individuals who are seeking or receiving long-term services and supports ("LTSS") often qualify for multiple programs and end up navigating between systems that are siloed by the program, making the system difficult for members. In 2014, CMS, released the requirements for the "HCBS Settings Final Rule." It included many requirements for providers to make changes to their processes to increase person-centeredness. This rule also included a requirement for case management agencies to be "conflict free," which means that they cannot provide services to the same person to whom they are providing case management services. Colorado must come into compliance with these rules by July 1, 2024. If Colorado does not come into compliance with conflict free case management, the risk is losing federal funding, which is 50% of the budget for home and community-based services. This would be detrimental to people in Colorado being able to access these vital services in the future. Case Management Redesign ("CMRD") refers to several initiatives that will help make accessing LTSS easier by requiring case management agencies to serve all Home and Community-Based Service (HCBS) waivers so people have one place to go. This new case management should increase the quality of case management services. CMRD is intended to simplify access and remove silos so members will be able to more easily navigate and find the right programs and services that work for them. It will require one case management agency to provide case management services for all waiver programs in each catchment area that is awarded by HCPF through a competitive procurement process. Further, these changes will meet the federal ConflictFree Case Management requirement and allow the Department to ensure quality case management services for members across the state. Ahead of the deadline of July 1, 2024, SDS has elected to work with the PCPHE for it to become the Case Management Agency for Prowers, Baca, Kiowa and Eastern Bent Counties. SDS will remain the CCB and will subcontract duties outlined below to PCPHE Department of Human Services. The Master Contract will

remain between SDS and HCPF. However, the PCPHE will subcontract with SDS and will have the contractual obligation to perform all duties, responsibilities, and functions defined as services in this Agreement.

Scope of Case Management Services to be performed by PCPHE under this Agreement ("Services"). Case Management is defined in the Master Contract as: "The assessment of an individual receiving longterm services and supports needs, the development and implementation of a support plan for such individual, referral and related activities, the coordination and monitoring of long-term service delivery, the evaluation of service effectiveness, and the periodic reassessment of such individual's needs."

Reproduced from Master Contract Amendment #4 20-134784OL4 dated May 20, 2022, (subject to future amendment):

## **1.5 Critical Incident Reporting**

**1.5.1.4 PERFORMANCE STANDARD:** One hundred percent (100%) of CIRs (CIRs-MANE and CIRs-Other) are added to the Department prescribed system within one (1) business day.

## **1.5.2 HCBS Critical Incident Follow-Up Completion and Entry**

**1.5.2.1.2 PERFORMANCE STANDARD:** Ninety percent (90%) of all CIRs assigned follow-up is completed and entered into the Department's prescribed system within the timelines established by the Department and/or the Department's Quality Improvement Organization each quarter.

## **2.2 Waiting List Management**

**2.2.7.1 PERFORMANCE STANDARD:** One hundred percent (100%) of HCBS individuals eighteen (18) and older with an ASAA, SN, or "see date" timeline on the Waiting List contacted annually

## **2.3 Program Enrollment from the Waiting List**

**2.3.11 PERFORMANCE STANDARD:** Ensure program enrollment from the case management waiting list are met as outlined in section 2.3.1 through 2.3.10 in accordance with the Southeastern Developmental Services Inc. contract with Health Care Policy & Financing.

## **2.4 Compilation and Correction of Waiting List Data**

**2.4.2 PERFORMANCE STANDARD:** One hundred percent (100%) of Waiting List data corrected within ten (10) business days of notification.

## **3.9 Program and Case Management Training**

**3.9.8 PERFORMANCE STANDARD:** Ensure all Program and Case Management training is met as outlined in section 3.9.1 through 3.9.7 in accordance with the Southeastern Developmental Services Inc. contract with Health Care Policy & Financing.

## **4.2 Training**

4.4.2.8.3 **PERFORMANCE STANDARD:** Ensure Case Management staff receive the training as outlined in section 4.2.1 through 4.2.8.2 in accordance with the Southeastern Developmental Services Inc. contract with Health Care Policy & Financing.

#### 4.3 Intake, Screening and Referral

4.3.1.5.8 **PERFORMANCE STANDARD:** One hundred (100%) percent of referrals are entered into the Department prescribed system within three (3) business days from the date of referral.

#### 4.4 Level of Care Assessment

4.4.4.4.1 **PERFORMANCE STANDARD:** Initial Level of Care Assessment. Ensure initial level assessments are completed as outlined in section 4.4.1 through 4.4.4. in accordance with the Southeastern Developmental Services Inc. contract with Health Care Policy & Financing.

4.4.5.1 **PERFORMANCE STANDARD:** Enter and verify Continued Stay Reviews within ten (10) business days after completing the assessment. 4.7 HCBS-CHRP Support Need Level Assessment 4.7.2.2 **PERFORMANCE STANDARD:** Ensure support need level assessments are completed as outlined in section 4.7.1 through 4.7.2.1 in accordance with the Southeastern Developmental Services Inc. contract with Health Care Policy & Financing.

#### 4.8 HCBS-CES Applications

4.8.5 **PERFORMANCE STANDARD:** Ensure initial and CSR applications for HCBS-CES applications are completed as outlined in section 4.8.1 through 4.8.4 in accordance with the Southeastern Developmental Services Inc. contract with Health Care Policy & Financing.

#### 4.9 Appeals

4.9.11.1 **PERFORMANCE STANDARD:** One hundred percent (100%) of Appeal Packets and Hearings Attended are added to the Department prescribed system monthly by the tenth (10th) day of the month following the month when the packet or hearing was completed.

As part of the definition of "Services," this Agreement also incorporates by reference the applicable sections of 10 CCR 2505-10 8.600 et seq. related to case management responsibilities, including but not limited to sections 8.607 and 8.607.4 to 8.607.8 inclusive, as now written and as may be amended in the future (Exhibit 2). This Agreement shall be deemed amended by and to the extent of any new performance standards that are required by Law.

3. **TERM OF AGREEMENT:** The term of this Agreement shall begin on April 1, 2023 and will remain in full force and effect through June 30, 2024 unless earlier terminated in the following manner:

a. Terminated in writing by SDS or PCPHE at either Party's sole discretion with 45 days' advance written notice.

b. This Agreement shall terminate immediately if the Master Contract is terminated or modified to eliminate SDS's authority to provide the services, or SDS's authority as a CCB is terminated, or if HCPF otherwise withdraws its required approval of this Agreement.



4. POST-TERMINATION COVENANT OF COOPERATION: Commencing upon notice of termination of this Agreement, and for a continued period of time not to exceed 30 days after the termination of the Agreement unless a longer period is agreed in writing by SDS at its discretion (the Transition Period), PCPHE will work with SDS to minimize the impact of the transition on individuals and families served. Within the first 10 business days of the Transition Period, PCPHE shall provide SDS, or any other subcontractor at SDS's direction, all reports, data, systems, deliverables and other information reasonably necessary for a transition as determined by SDS and/or HCPF. PCPHE will ensure that all responsibilities under the Agreement have been transferred to SDS, or to another designated subcontractor at SDS's discretion, without significant interruption. At a minimum this documentation would include scanned and/or hard copies of the following information:

- ❖ Internal Case Management documents not found on the BUS/CCMS, DDD Web/CCMS, the Bridge, etc.
- ❖ Incident reports, critical incidents, and incident trend analysis information
- ❖ Plans of Correction outstanding at the time of notice of termination
- ❖ Waitlist management documents
- ❖ Any other documentation related to the Agreement or mutually agreed upon by both parties

During the Transition Period, all Services and other requirements of the Agreement will continue to be performed by PCPHE until SDS determines that a specific Service will be performed by SDS or another subcontractor. The SDS Chief Financial Officer will be responsible to bill and collect final accounts receivables, pay final expenses, and prepare any other necessary financial information related to the scope of the Agreement as mutually agreed upon by both parties to the Agreement. In the event that PCPHE has not completed all of these requirements above by the end of the Transition Period, then any incomplete requirements shall survive termination of the Transition Period and shall be completed by PCPHE subject to the terms of the Agreement but at PCPHE's sole expense and without compensation under Article 5. SDS will provide PCPHE additional notice of the date of the final termination of the Agreement after expiration of the Transition Period.

Following termination of this Agreement, SDS will have continued access to PCPHE records relating to this Agreement to enable it to carry out its responsibilities in regard to the Master Contract, to enable it to respond and inform itself in regard to any investigation, litigation, threatened litigation, complaint, regulatory action, audit, or similar issue. This provision shall survive the termination of the Agreement for any reason.

5. PAYMENT FOR SERVICES: SDS shall pay PCPHE fees for Services performed as follows: in accordance with HCPF rates outlined in Exhibit 3. In the event that PCPHE action or inaction results in non-payment to SDS, SDS is not obligated to remit funds to PCPHE for those services. In the event SDS action or inaction results in non-payment to SDS, SDS is obligated to remit for those services.

6. HIPAA COMPLIANCE: PCPHE shall enter into a business associate agreement with SDS in the form attached hereto as Exhibit 4.

7. INSURANCE: At all times during the term of this Agreement, and for a period of three years after the termination hereof for any reason, PCPHE shall secure and maintain liability insurance coverage as required by Article 10(k) of the Master Contract and set forth in Exhibit 1 and shall cause SDS

and the State of Colorado to be designated as additional insureds under said policy, and shall provide SDS and the State of Colorado with appropriate certificates evidencing such coverage.

8. NONDISCRIMINATION: In connection with the performance of work under this Agreement, PCPHE agrees not to refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, sex, color, national origin, ancestry or other legally protected category or status.

9. CHANGES IN SCOPE OF SERVICES: SDS may, as the need arises, order changes in the Services through additions, deletions, or modifications as required by Law or as required by future amendments to the Master Contract, without invalidating the Agreement. The Parties shall cooperate in creating amendments to this Agreement to memorialize such required changes, however, notwithstanding same, this Agreement shall be deemed amended to the extent required by Law unless and until such time as any amendment is formalized to conform with Law. SDS shall promptly provide PCPHE with a copy of all future amendments to the Master Contract and both parties shall sign the amendment.

9.5 BACKGROUND CHECKS: PCPHE shall conduct background checks on all employees who are providing services according to this contract. Background checks shall include flagged state, flagged CAPS and flagged FBI background checks where applicable. All notifications, whether related to the initial check or related to a later notification by any entity, to the PCPHE shall be immediately forwarded to SDS for review.

10. AUDITS: PCPHE recognizes that SDS in its capacity as a CCB, is subject to public audits of its financial affairs as required by state law. PCPHE agrees to cooperate in the state audit process and provide reasonable assistance and access to its records related to the Services and this Agreement as is required for SDS to comply with its audit obligations. This requirement shall survive termination of the Agreement for any reason. In the event that the state recoups funds from SDS for audit or billing mistakes, the funds attributed to the audit or billing error, SDS must remit stated funds to HCPF. Those errant funds attributed to the audit or billing error shall be accounted for as follows: PCPHE made the error resulting in the recoupment of funds, PCPHE shall remit funds to SDS within 15 days of the billing from HCPF. In the event that SDS made an error resulting in the recoupment of funds SDS must remit those funds within 15 days of the billing from HCPF.

11. RECORDS: PCPHE shall comply with all applicable record keeping requirements as set forth on the Master Contract or as otherwise required by local, state or federal law.

The PCPHE shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to C.R.S. § 8-17.5-102 (5).

12. ASSIGNMENT: This Agreement shall be non-assignable by the PCPHE.

13. GOVERNING LAW AND VENUE: This Agreement shall be construed and interpreted in accordance with the laws of the State of Colorado and federal law as applicable. Venue for any dispute between the Parties shall be in Prowers County, CO. Prior to filing suit or otherwise pursuing any legal claim, the Parties shall submit the dispute to mediation before a single mediator at the Judicial Arbiter Group in Colorado Springs.

14. ENTIRE AGREEMENT: This Agreement contains the final and entire agreement between the parties and is intended to be an integration of all prior understandings. The parties shall not be bound by terms, conditions, statements or representations not contained herein, except to the extent this Agreement is automatically amended to comply with the Law.

15. MODIFICATION: No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto.

16. SEVERABILITY: In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

17. NOTICES: All notices under this Agreement shall be sent by overnight courier with a courtesy copy by email to:

SDS: Nikki McDowell, Director

PCPHE: Meagan Hillman, Director

PROWERS COUNTY PUBLIC HEALTH AND ENVIRONMENT

By: Meagan Hillman, Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

SOUTHEASTERN DEVELOPMENTAL SERVICES INC.

By: Nikki McDowell, Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

NOTES:

Exhibit 1 – HCPF Master Contract, 4 Addendums, & 1 Option Letter

Exhibit 2 – 10 CCR 2505-10 8.600 Rules and Regulations

Exhibit 3 – HCPF Rates

Exhibit 4 – Signed Business Associate Agreement

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 02/07/2023

**Submitter:** Mark Westhoff

**Submitted to the County Administration Office on:** 01/30/2023

**Return Originals to:** Jana Coen

**Number of originals to return to Submitter:** 1

**Contract Due Date:** N/A

**Item Title/Recommended Board Action:** Consider approval of appointment of two members to the Prowers County Lodging Tax Tourism Panel for terms that expire December 2025.

**Justification or Background:** Three-year terms for Beverly Haggard, Richard Taylor, and Myrna Duvall expired in December 2022. We received two applications for the three openings.

**Fiscal Impact:** This item is budgeted in the following account code: \_\_\_\_\_

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

**PLEASE ATTACH THIS SHEET TO ALL AGENDA ITEMS WHEN SUBMITTING TO  
COUNTY ADMINISTRATION.**

**THANK YOU!**

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 02/07/2023

**Submitter:** Mark Westhoff

**Submitted to the County Administration Office on:** 01/30/2023

**Return Originals to:** Jana Coen

**Number of originals to return to Submitter:** 1

**Contract Due Date:** N/A

**Item Title/Recommended Board Action:** Consider approval of appointment of one member to the East Prowers Weed Control District to fill the remaining term that expires January 2024.

**Justification or Background:** On October 25<sup>th</sup>, 2022 Blake Dunn resigned from the East Prowers Weed Control District. His term expires January 2024. We received two applications for the opening.

**Fiscal Impact:** This item is budgeted in the following account code: \_\_\_\_\_

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

**PLEASE ATTACH THIS SHEET TO ALL AGENDA ITEMS WHEN SUBMITTING TO  
COUNTY ADMINISTRATION.**

**THANK YOU!**

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 02/07/2023

**Submitter:** Mark Westhoff

**Submitted to the County Administration Office on:** 01/30/2023

**Return Originals to:** Jana Coen

**Number of originals to return to Submitter:** 1

**Contract Due Date:** N/A

**Item Title/Recommended Board Action:** Consider Ratifying 01-24-2023 Verbal Poll approval of Colorado Parks and Wildlife Impact Assistance Grant Application for Tax Year 2022 totaling \$42,459.42.

**Justification or Background:** This is a yearly PILT for the 8563 acres of State Wildlife Area in Prowers County. Approved via verbal poll on 1/24/2023 and signed by BOCC Chair.

**Fiscal Impact:** This item is budgeted in the following account code: \_\_\_\_\_

County: \$\_\_\_\_\_ Federal: \$\_\_\_\_\_ State: \$\_\_\_\_\_ Other: \$\_\_\_\_\_

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

**PLEASE ATTACH THIS SHEET TO ALL AGENDA ITEMS WHEN SUBMITTING TO  
COUNTY ADMINISTRATION.**

**THANK YOU!**

## COVER PAGE

Colorado Parks and Wildlife  
Impact Assistance Grant Application  
Authorized by C.R.S. §30-25-301 & 302, As Amended



County Prowers

Tax Year 2022

Date 1/19/2023

|                      | <u>Acres</u> | <u>Amount Requested</u> |
|----------------------|--------------|-------------------------|
| State Parks          | N/A          | N/A                     |
| State Wildlife Areas | 8563         | \$42,359.42             |
| <b>TOTALS</b>        | <b>8563</b>  | <b>\$42,359.42</b>      |

County Commissioner:

Ron Cook  
Signature

Ron Cook  
Printed Name

Name & email address of person responsible for completing application

Andrew (Andy) B. Wyatt

awyatt@prowerscounty.net

# Impact Assistance Grant Application Form - WILDLIFE

County Prowers

Tax Year 2022

WILDLIFE Parcel(s)/Schedule#(s) 82270; 83490; 83500; 83510; 83530; 83540; 83551; 83560;  
84370

Tax Area 04-

| Ag Type            | Acres       | Assessed Value<br>Per Acre | Total Assessed Value               |
|--------------------|-------------|----------------------------|------------------------------------|
| Irrigated          | 397         | \$235.00                   | \$93,295.00                        |
|                    |             |                            | \$0.00                             |
|                    |             |                            | \$0.00                             |
|                    |             |                            | \$0.00                             |
| Irrigated Meadow   |             |                            | \$0.00                             |
|                    |             |                            | \$0.00                             |
|                    |             |                            | \$0.00                             |
|                    |             |                            | \$0.00                             |
| Dry Farm           | 907         | \$21.00                    | \$19,047.00                        |
|                    |             |                            | \$0.00                             |
|                    |             |                            | \$0.00                             |
|                    |             |                            | \$0.00                             |
| Grazing            | 1823        | \$12.00                    | \$21,876.00                        |
|                    |             |                            | \$0.00                             |
|                    |             |                            | \$0.00                             |
|                    |             |                            | \$0.00                             |
| Forest Ag          |             |                            | \$0.00                             |
|                    |             |                            | \$0.00                             |
|                    |             |                            | \$0.00                             |
|                    |             |                            | \$0.00                             |
| Waste              | 23          | \$2.00                     | \$46.00                            |
|                    |             |                            | \$0.00                             |
|                    |             |                            | \$0.00                             |
|                    |             |                            | \$0.00                             |
| <b>Total Acres</b> | <b>3150</b> |                            | <b>Combined Total \$134,264.00</b> |

Total Mill Levy for this Taxing Area 56.49900000

**Total WILDLIFE Amount Requested**  
**for this Taxing Area** **\$7,585.78**



# Impact Assistance Grant Application Form - WILDLIFE

County Prowers

Tax Year 2022

WILDLIFE Parcel(s)/Schedule#(s) 81980; 83525; 83533; 83750; 83843; 83844; 83850; 84510;  
83526; 83527; 83515

Tax Area 61-

| Ag Type            | Acres              | Assessed Value<br>Per Acre | Total Assessed Value                      |
|--------------------|--------------------|----------------------------|---|
| Irrigated          | <u>2835</u>        | <u>\$142.00</u>            | <u>\$402,570.00</u>                       |
|                    | <u>          </u>  | <u>          </u>          | <u>\$0.00</u>                             |
|                    | <u>          </u>  | <u>          </u>          | <u>\$0.00</u>                             |
|                    | <u>          </u>  | <u>          </u>          | <u>\$0.00</u>                             |
| Irrigated Meadow   | <u>          </u>  | <u>          </u>          | <u>\$0.00</u>                             |
|                    | <u>          </u>  | <u>          </u>          | <u>\$0.00</u>                             |
|                    | <u>          </u>  | <u>          </u>          | <u>\$0.00</u>                             |
|                    | <u>          </u>  | <u>          </u>          | <u>\$0.00</u>                             |
| Dry Farm           | <u>26</u>          | <u>\$20.00</u>             | <u>\$520.00</u>                           |
|                    | <u>          </u>  | <u>          </u>          | <u>\$0.00</u>                             |
|                    | <u>          </u>  | <u>          </u>          | <u>\$0.00</u>                             |
|                    | <u>          </u>  | <u>          </u>          | <u>\$0.00</u>                             |
| Grazing            | <u>1332</u>        | <u>\$8.00</u>              | <u>\$10,656.00</u>                        |
|                    | <u>          </u>  | <u>          </u>          | <u>\$0.00</u>                             |
|                    | <u>          </u>  | <u>          </u>          | <u>\$0.00</u>                             |
|                    | <u>          </u>  | <u>          </u>          | <u>\$0.00</u>                             |
| Forest Ag          | <u>          </u>  | <u>          </u>          | <u>\$0.00</u>                             |
|                    | <u>          </u>  | <u>          </u>          | <u>\$0.00</u>                             |
|                    | <u>          </u>  | <u>          </u>          | <u>\$0.00</u>                             |
|                    | <u>          </u>  | <u>          </u>          | <u>\$0.00</u>                             |
| Waste              | <u>155</u>         | <u>\$2.00</u>              | <u>\$310.00</u>                           |
|                    | <u>          </u>  | <u>          </u>          | <u>\$0.00</u>                             |
|                    | <u>          </u>  | <u>          </u>          | <u>\$0.00</u>                             |
|                    | <u>          </u>  | <u>          </u>          | <u>\$0.00</u>                             |
| <b>Total Acres</b> | <b><u>4348</u></b> |                            | <b>Combined Total <u>\$414,056.00</u></b> |

Total Mill Levy for this Taxing Area 61.88800000

**Total WILDLIFE Amount Requested**  
**for this Taxing Area \$25,625.10**

# Impact Assistance Grant Application Form - WILDLIFE

County Prowers

Tax Year 2022

WILDLIFE Parcel(s)/Schedule#(s) 83531; 83532; 83660; 83842; 83845

Tax Area 68-

| Ag Type            | Acres       | Assessed Value<br>Per Acre | Total Assessed Value |
|--------------------|-------------|----------------------------|----------------------|
| Irrigated          | 511         | \$213.00                   | \$108,843.00         |
|                    |             |                            | \$0.00               |
|                    |             |                            | \$0.00               |
|                    |             |                            | \$0.00               |
| Irrigated Meadow   |             |                            | \$0.00               |
|                    |             |                            | \$0.00               |
|                    |             |                            | \$0.00               |
|                    |             |                            | \$0.00               |
| Dry Farm           | 14          | \$21.00                    | \$294.00             |
|                    |             |                            | \$0.00               |
|                    |             |                            | \$0.00               |
|                    |             |                            | \$0.00               |
| Grazing            | 414         | \$5.00                     | \$2,070.00           |
|                    |             |                            | \$0.00               |
|                    |             |                            | \$0.00               |
|                    |             |                            | \$0.00               |
| Forest Ag          |             |                            | \$0.00               |
|                    |             |                            | \$0.00               |
|                    |             |                            | \$0.00               |
|                    |             |                            | \$0.00               |
| Waste              | 71          | \$2.00                     | \$142.00             |
|                    |             |                            | \$0.00               |
|                    |             |                            | \$0.00               |
|                    |             |                            | \$0.00               |
| <b>Total Acres</b> | <b>1010</b> |                            |                      |
| Combined Total     |             |                            | <b>\$111,349.00</b>  |

Total Mill Levy for this Taxing Area 75.57700000

**Total WILDLIFE Amount Requested  
for this Taxing Area \$8,415.42**

# Impact Assistance Grant Application Form - WILDLIFE

County Prowers

Tax Year 2022

WILDLIFE Parcel(s)/Schedule#(s) 83520

Tax Area 91h

| Ag Type            | Acres            | Assessed Value<br>Per Acre | Total Assessed Value     |
|--------------------|------------------|----------------------------|--------------------------|
| Irrigated          | <u>40</u>        | <u>\$231.00</u>            | <u>\$9,240.00</u>        |
|                    | <u></u>          | <u></u>                    | <u>\$0.00</u>            |
|                    | <u></u>          | <u></u>                    | <u>\$0.00</u>            |
|                    | <u></u>          | <u></u>                    | <u>\$0.00</u>            |
| Irrigated Meadow   | <u></u>          | <u></u>                    | <u>\$0.00</u>            |
|                    | <u></u>          | <u></u>                    | <u>\$0.00</u>            |
|                    | <u></u>          | <u></u>                    | <u>\$0.00</u>            |
|                    | <u></u>          | <u></u>                    | <u>\$0.00</u>            |
| Dry Farm           | <u></u>          | <u></u>                    | <u>\$0.00</u>            |
|                    | <u></u>          | <u></u>                    | <u>\$0.00</u>            |
|                    | <u></u>          | <u></u>                    | <u>\$0.00</u>            |
|                    | <u></u>          | <u></u>                    | <u>\$0.00</u>            |
| Grazing            | <u>15</u>        | <u>\$6.00</u>              | <u>\$90.00</u>           |
|                    | <u></u>          | <u></u>                    | <u>\$0.00</u>            |
|                    | <u></u>          | <u></u>                    | <u>\$0.00</u>            |
|                    | <u></u>          | <u></u>                    | <u>\$0.00</u>            |
| Forest Ag          | <u></u>          | <u></u>                    | <u>\$0.00</u>            |
|                    | <u></u>          | <u></u>                    | <u>\$0.00</u>            |
|                    | <u></u>          | <u></u>                    | <u>\$0.00</u>            |
|                    | <u></u>          | <u></u>                    | <u>\$0.00</u>            |
| Waste              | <u></u>          | <u></u>                    | <u>\$0.00</u>            |
|                    | <u></u>          | <u></u>                    | <u>\$0.00</u>            |
|                    | <u></u>          | <u></u>                    | <u>\$0.00</u>            |
|                    | <u></u>          | <u></u>                    | <u>\$0.00</u>            |
| <b>Total Acres</b> | <b><u>55</u></b> | <b>Combined Total</b>      | <b><u>\$9,330.00</u></b> |

Total Mill Levy for this Taxing Area 78.57700000

**Total WILDLIFE Amount Requested  
for this Taxing Area \$733.12**

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 2-7-23

**Submitter:** Jana Coen-Prowers County Clerk

**Submitted to the County Administration Office on:** 1-31-23

**Return Originals to:** Jana Coen-Prowers County Clerk

**Number of originals to return to Submitter:** 1

**Contract Due Date:** N/E

**Item Title/Recommended Board Action:**

Consider approval of submitting Democracy Suite Image Cast X (ICX) Printer Reimbursement Grant Application in the amount of \$3,250.00 for reimbursement of costs associated to the acquisition of an ICX Printer for use in the Election Department by the Prowers County Clerk.

**Justification or Background:** Colorado Secretary of State's Office Grant Application for County reimbursement. This was not a budgeted item for 2023 but the SOS will reimburse total costs if approved.

**Fiscal Impact:** This item is budgeted in the following account code:

**County:** \$\_\_\_\_\_

**Federal:** \$\_\_\_\_\_

**State:** \$\_\_\_\_\_

**Other:** \$\_\_\_\_\_

**Approved by the County Attorney on:** 1-27-23



## Democracy Suite ICX Printer Reimbursement Grant Application

For the reimbursement of costs associated to the acquisition of the HP M404dn printer  
for use with Dominion's ICX ballot marking device

### County Application Information

County: Prowers

Date of Application Submission: 2/7/23

UEI Number: Y8C4HSXY95M6

DUNS Number: 014854343

County Mailing Address: 301 S. Main St., Ste. 210, Lamar, CO 81052

### County Point of Contact (this person will be listed as the County's Principal Representative in the grant agreement)

Name: Jana Coen - Prowers County Clerk Phone: 719-336-8011

Email: jcoen@prowerscounty.net

### Signing Authority for Grant Agreement (this person will be on the signature block for the grant agreement)

Name: Ron Cook

Official Title: BOCC Chairman

Email Address: rcook@prowerscounty.net

### Voting System Use Information

Total # of ICX ballot marking devices that were used in the 2022 General Election:

1

Total # of ICX ballot marking devices that were used in 2021 Coordinated Election:

1

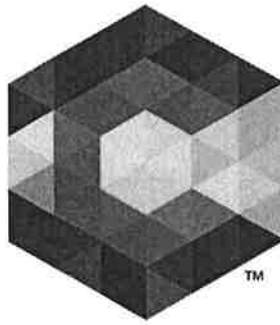
Difference between the # of ICXs used for the General and Coordinated Election:

0

*You must include with your application all quotes and estimates listing the itemized costs associated to the acquisition, shipping, and installation of the HP M404dn printer for use with ICX ballot marking devices.*

### Additional Notes

Please provide any additional information or considerations you believe we should be aware of below:



### **ImageCast X (ICX) Printer Grant Description**

Counties who acquire the new HP M404dn printer(s) for use with their Dominion ImageCast X (ICX) ballot marking device provide flexibility when using the uniform ballot option. The uniform ballot functionality removes the QR code from ICX ballots and instead produces an ICX ballot that looks the same as mail ballots. Use of the uniform ballot requires additional space for ballot content and a potential increase in ballot card size, especially for Federal Elections. Acquisition of the new printer will give counties the option to use ballot cards larger than 14 inches.

#### **Reimbursement Eligibility**

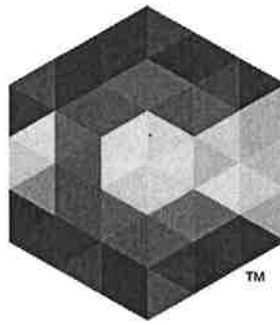
Each Colorado County that uses the Dominion Democracy Suite voting system is eligible to receive a grant under the ImageCast X (ICX) Printer Grant Program. CDOS will review county applications, determine the amount of funding for which each county is eligible, and determine the required allocation between the federal Sub-Award and local funds. Counties will be reimbursed only for the actual and direct costs of purchasing the ICX Printers, including shipping and any associated trusted build costs.

#### **Costs Eligible for Reimbursement**

CDOS expects the printers to have a useful life of greater than four years based on the useful lives of printers in the past. As such, there are five Federal Elections and two Coordinated Elections (which equates to  $5/7 = 71.43\%$ ) in a four-year election cycle. Therefore, CDOS will reimburse the Grantee 71.43% of the costs for printers and their shipping that are used in both coordinated and Federal Elections and 100.00% of the cost for the printers and their shipping that are solely used for Federal Elections. **“Used” means the ICX/printer pairings that were set up in the VSPCs, and those that were prepared (election loaded on the ICX) as backups, or for internal processes (such as duplication). It does not cover any ICX/printer pairings that sat in a storage area and were not prepared for the specific elections as backups.**

**Example:** If a county used 10 ICX/printer pairings for the 2022 General Election, and 4 ICX/printer pairings for the 2021 Coordinated Election, then 6 printers will be reimbursed at 100%, and 4 will be reimbursed at 71.43%.

**IMPORTANT: Do not make any purchases prior to the effective date of your grant agreement if you want those costs to be reimbursed under this grant program.**



Eligible costs to be reimbursed may include the following:

- The purchase, shipment, and installation of the HP M404dn printer to be used in conjunction with Dominion Voting Systems' ICX ballot marking device.

#### Application Process

1. Grantee must submit a complete, accurate application, including a quote for the printers and all associated costs from their vendor to CDOS not later than **September 1, 2025**.

**IMPORTANT: Quotes must only include costs associated to the acquisition of the HP M404dn printers. Quotes provided with additional information, such as costs associated to ICX or booth acquisitions, will not be usable for purposes of this grant.**

2. CDOS will review the application and provide the maximum amount eligible for reimbursement.
3. Once this grant agreement has been signed by all parties, CDOS will provide the grantee with a letter approving the grantee to purchase the equipment.

#### Final Reimbursement Payment

1. Grantee must incur all eligible expenses prior to the Grant Expiration Date and submit an invoice and also a final accounting of expenditures made to CDOS on a form approved by CDOS not later than November 1, 2025 to be reimbursed under this grant agreement. All documentation shall be submitted to [Jessi.Romero@coloradosos.gov](mailto:Jessi.Romero@coloradosos.gov).



January 25, 2023

## Prowers County, CO

Prepared by:  
Steven Bennett  
steven.bennett@dominionvoting.com

**Q00009291**

Budgetary Quote

| Product/Service   | Description | Part Number | Qty | Unit Price | Extension         |
|---|-------------|-------------|-----|------------|-------------------|
| <b>In-Person Voting: Polling Location Hardware</b>          |             |             |     |            |                   |
| Ballot Marking Device Printer M404dn +<br>Extender Tray Kit |             | 175-000148  | 2   | \$575.00   | \$1,150.00        |
| Sub-Total   |             |             |     |            | <b>\$1,150.00</b> |
| <b>Support Services</b>                                     |             |             |     |            |                   |
| On-Site Services - Non-Election Day (/day)                  |             | S00002      | 1.0 | \$2,000.00 | \$2,000.00        |
| Sub-Total   |             |             |     |            | <b>\$2,000.00</b> |
| <b>Estimated Shipping</b>                                   |             |             |     |            |                   |
| Shipping (estimated)  |             | S90000      | 1   | \$100.00   | \$100.00          |
| Sub-Total   |             |             |     |            | <b>\$100.00</b>   |

|                           |                   |
|---------------------------|-------------------|
| <b>Purchase Sub-Total</b> | <b>\$3,250.00</b> |
|---------------------------|-------------------|

|                       |                   |
|-----------------------|-------------------|
| <b>Purchase Total</b> | <b>\$3,250.00</b> |
|-----------------------|-------------------|

### Terms and Conditions

This quote is valid for 90 days and subject to change for scope and configuration updates.  
All Shipping costs to be Invoiced separately to customer. All pricing is subject to standard terms and conditions.  
Amounts due in years 2 and thereafter are subject to annual increases reflective of inflation.  
Annual warranties are optional.

### Signatures

| Customer Name (printed) | Title |  | Signature | Date (MM/DD/YYYY) |
|-------------------------|-------|--|-----------|-------------------|
|                         |       |  |           |                   |
|                         |       |  |           |                   |



# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 02/07/2023

**Submitter:** Mark Westhoff and Darren Glover

**Submitted to the County Administration Office on:** 02/01/2023

**Return Originals to:** Jana Coen

**Number of originals to return to Submitter:** 1 to Darren

**Contract Due Date:** N/A

**Item Title/Recommended Board Action:** Consider Approving Grant Contract PAT-STATE-23 between Lower Arkansas Valley Area Agency on Aging and Prowers Area Transit effective July 1, 2022 through June 30, 2023, totaling \$23,385.

**Justification or Background:** Title III General Fund grant for Community Resource Services

**Fiscal Impact:** This item is budgeted in the following account code: \_\_\_\_\_

County: \$ \_\_\_\_\_ Federal: \$ \_\_\_\_\_ State: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

**Approved by the County Attorney on:** 2/1/2023

**Additional Approvals (if required):**

**PLEASE ATTACH THIS SHEET TO ALL AGENDA ITEMS WHEN SUBMITTING TO  
COUNTY ADMINISTRATION.**

**THANK YOU!**

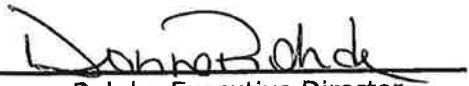
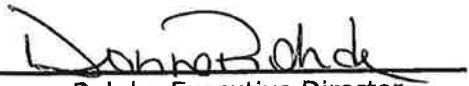
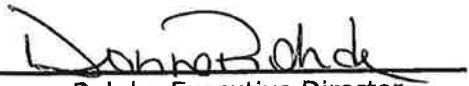


advocacy | action | answers on aging

# CONTRACT

## Lower Arkansas Valley Area Agency on Aging

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

|   |  |   |   |
|---|--|---|---|
| <b>AWARDING AGENCY</b><br>Otero County of Dept. of Human Services<br>Lower Arkansas Valley Area Agency on Aging<br>13 W. 3 <sup>rd</sup> Street, Rm. 110, La Junta, CO 81050<br><br><b>SUBCONTRACTOR</b><br>Prowers Area Transit<br>407 E Olive, Lamar, CO 81052  | <b>CONTRACT NO.</b><br>PAT-STATE-23<br><br><b>AWARD TYPE</b><br><X> Initial Award<br><> Revision of Earlier Contract<br>Issued on: |   |   |
| <b>FUNDING SOURCE</b><br>State  | <b>CONTRACT PERIOD</b><br>July 1, 2022 - June 30, 2023   |   |   |
| <b>APPROVED BUDGET FOR CONTRACT PERIOD</b><br>Budgets will be awarded via Option Letters.   |  |   |   |
| <b>SCOPE OF WORK:</b> In accordance with the provisions of this Contract, the Contractor shall perform the duties and responsibilities as detailed in the SFY 2022 and/or SFY 2023 Annual Plan (Assurance of Compliance and RFP) and Contract, Award Letter, and Older Americans Act Rule Manual Volume 10.   |  |   |   |
| <b>APPROVALS</b> <table border="0" style="width: 100%;"><tr><td style="width: 50%; vertical-align: top;"><b>AWARDING AGENCY:</b><br/><br/>by <br/>Donna Rohde, Executive Director<br/>Otero County Dept. of Human<br/>Services</td><td style="width: 50%; vertical-align: top;"><b>CONTRACTOR:</b><br/><br/>by _____<br/>Authorized Signature<br/><br/>_____<br/>Printed Name<br/><br/>_____<br/>Title</td></tr></table> |  | <b>AWARDING AGENCY:</b><br><br>by <br>Donna Rohde, Executive Director<br>Otero County Dept. of Human<br>Services | <b>CONTRACTOR:</b><br><br>by _____<br>Authorized Signature<br><br>_____<br>Printed Name<br><br>_____<br>Title |
| <b>AWARDING AGENCY:</b><br><br>by <br>Donna Rohde, Executive Director<br>Otero County Dept. of Human<br>Services   | <b>CONTRACTOR:</b><br><br>by _____<br>Authorized Signature<br><br>_____<br>Printed Name<br><br>_____<br>Title                      |   |   |

# Option Letter #23-0722



advocacy | action | answers on aging

Lower Arkansas Valley  
Area Agency on Aging

Contract #: **PAT-STATE-23**

Awarding Agency: Lower Arkansas Valley Area Agency on Aging

Contractor: **Prowers Area Transit**

407 E Olive  
Lamar, CO 81052

Contract Performance Beginning Date:

**July 1, 2022**

Contract Performance Ending Date:

**June 30, 2023**

|   |                    |
|---|--------------------|
| Amount Awarded on this Option Letter:     | <b>\$23,385.00</b> |
| Total AAA Funds Awarded on this Contract: | <b>\$23,385.00</b> |
| Minimum Matching Funds Required:          | <b>\$7,795.00</b>  |
| Net Budget Amount*:                       | <b>\$31,180.00</b> |

\* Program Income (Donations) will also be reported, but are not required.

Expiration Date of funds awarded  
on this Option Letter:

**June 30, 2023**

*Please note that award funds not utilized by the Expiration Date, and requested the following month by the date shown on the Contract, will be reclaimed by LAVAAA.*

This Option Letter allows you to provide services and request reimbursement under the terms of the Contract up to the maximum amount of the award listed here.

**Otero County Department of Human Services**  
Lower Arkansas Valley Area Agency on Aging  
Donna Rohde, Executive Director

By: Donna Rohde

Date: 7/1/2022



advocacy | action | answers on aging

**Lower Arkansas Valley  
Area Agency on Aging**

## **HIPAA BUSINESS ASSOCIATE ADDENDUM**

This Business Associate Addendum ("Addendum") is a part of the Contract Nos. PAT-STATE-23 and PAT-III-B 23 between the Lower Arkansas Valley Area Agency on Aging (LAVAAA) and Prowers Area Transit (Subcontractor), for contract year 2023. For purposes of this Addendum, **LAVAAA** is referred to as "**Covered Entity**" or "**CE**" and the **Subcontractor** 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 supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4(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.

**Covered Entity Representative**

Name: Lower Arkansas Valley Area Agency on Aging (LAVAAA)

Contact: Jim Collins, Director of LAVAAA

Department and Division: Otero County Dept. of Human Services

Address: 13 W. 3<sup>rd</sup> St, Room 110, La Junta, CO 81050

**Contractor/Business Associate Representative**

Name: Prowers Area Transit

Contact: Darren Glover

Address: 407 E Olive, Lamar, CO 81052

## ATTACHMENT A

This Attachment sets forth additional terms to the HIPAA Business Associate Addendum, which is part of Contract Nos. PAT-STATE-23 and PAT-III-B 23, between LAVAAA and Powers Area Transit, contract year SFY 2023 and is effective on the date signed. 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: \_\_\_\_\_

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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:

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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:

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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: \_\_\_\_\_

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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: \_\_\_\_\_

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.]*

\_\_\_\_\_  
**Signature of Subcontractor**

\_\_\_\_\_  
**Date**

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 02/07/2023

**Submitter:** Mark Westhoff and Darren Glover

**Submitted to the County Administration Office on:** 02/01/2023

**Return Originals to:** Jana Coen

**Number of originals to return to Submitter:** 1 to Darren

**Contract Due Date:** N/A

**Item Title/Recommended Board Action:** Consider Approving Grant Contract PAT-III-B-23 between Lower Arkansas Valley Area Agency on Aging and Prowers Area Transit effective July 1, 2022 through June 30, 2023, totaling \$18,690.

**Justification or Background:** Title III B grant for PAT

**Fiscal Impact:** This item is budgeted in the following account code: \_\_\_\_\_

County: \$\_\_\_\_\_ Federal: \$\_\_\_\_\_ State: \$\_\_\_\_\_ Other: \$\_\_\_\_\_

**Approved by the County Attorney on:** 2/1/2023

**Additional Approvals (if required):**

**PLEASE ATTACH THIS SHEET TO ALL AGENDA ITEMS WHEN SUBMITTING TO  
COUNTY ADMINISTRATION.**

**THANK YOU!**






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# CONTRACT

**Lower Arkansas Valley  
Area Agency on Aging**

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

|  |  |                         |                    |  |  |
|--|--|-------------------------|--------------------|--|--|
| <b>AWARDING AGENCY</b><br>Otero County of Dept. of Human Services<br>Lower Arkansas Valley Area Agency on Aging<br>13 W. 3 <sup>rd</sup> Street, Rm. 110, La Junta, CO 81050<br><br><b>SUBCONTRACTOR</b><br>Prowers Area Transit<br>407 E Olive, Lamar, CO 81052   | <b>CONTRACT NO.</b><br>PAT-III-B-23<br><br><b>AWARD TYPE</b><br><X> Initial Award<br><> Revision of Earlier Contract<br>Issued on: |                         |                    |  |  |
| <b>FUNDING SOURCE</b><br>Federal CFDA# 93.044  | <b>CONTRACT PERIOD</b><br>July 1, 2022 - June 30, 2023   |                         |                    |  |  |
| <b>APPROVED BUDGET FOR CONTRACT PERIOD</b><br>Budgets will be awarded via Option Letters.  |  |                         |                    |  |  |
| <b>SCOPE OF WORK:</b> In accordance with the provisions of this Contract, the Contractor shall perform the duties and responsibilities as detailed in the SFY 2022 and/or SFY 2023 Annual Plan (Assurance of Compliance and RFP) and Contract, Award Letter, and Older Americans Act Rule Manual Volume 10.  |  |                         |                    |  |  |
| <b>APPROVALS</b> <table border="0" style="width: 100%;"><tr><td style="width: 50%; vertical-align: top;"><b>AWARDING AGENCY:</b></td><td style="width: 50%; vertical-align: top;"><b>CONTRACTOR:</b></td></tr><tr><td style="vertical-align: top;">by<br/><br/><br/>_____<br/>Donna Rohde, Executive Director<br/>Otero County Dept. of Human<br/>Services</td><td style="vertical-align: top;">by<br/><br/>_____<br/>Authorized Signature<br/><br/>_____<br/>Printed Name<br/><br/>_____<br/>Title</td></tr></table> |  | <b>AWARDING AGENCY:</b> | <b>CONTRACTOR:</b> | by<br><br><br>_____<br>Donna Rohde, Executive Director<br>Otero County Dept. of Human<br>Services | by<br><br>_____<br>Authorized Signature<br><br>_____<br>Printed Name<br><br>_____<br>Title |
| <b>AWARDING AGENCY:</b>  | <b>CONTRACTOR:</b>   |                         |                    |  |  |
| by<br><br><br>_____<br>Donna Rohde, Executive Director<br>Otero County Dept. of Human<br>Services   | by<br><br>_____<br>Authorized Signature<br><br>_____<br>Printed Name<br><br>_____<br>Title   |                         |                    |  |  |



# Option Letter #23-0722



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**Lower Arkansas Valley  
Area Agency on Aging**

Contract #: **PAT-III-B-23**

Awarding Agency: Lower Arkansas Valley Area Agency on Aging

Contractor: **Prowers Area Transit**

407 E Olive  
Lamar, CO 81052

Contract Performance Beginning Date:

**July 1, 2022**

Contract Performance Ending Date:

**June 30, 2023**

|   |                    |
|---|--------------------|
| Amount Awarded on this Option Letter:     | <b>\$18,690.00</b> |
| Total AAA Funds Awarded on this Contract: | <b>\$18,690.00</b> |
| Minimum Matching Funds Required:          | <b>\$6,230.00</b>  |
| Net Budget Amount*:                       | <b>\$24,920.00</b> |

\* Program Income (Donations) will also be reported, but are not required.

Expiration Date of funds awarded  
on this Option Letter:

**June 30, 2023**

*Please note that award funds not utilized by the Expiration Date, and requested the following month by the date shown on the Contract, will be reclaimed by LAVAAA.*

This Option Letter allows you to provide services and request reimbursement under the terms of the Contract up to the maximum amount of the award listed here.

**Otero County Department of Human Services**  
Lower Arkansas Valley Area Agency on Aging  
Donna Rohde, Executive Director

By: Donna Rohde

Date: 7/1/2022



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**Lower Arkansas Valley  
Area Agency on Aging**

## **HIPAA BUSINESS ASSOCIATE ADDENDUM**

This Business Associate Addendum ("Addendum") is a part of the Contract Nos. PAT-STATE-23 and PAT-III-B 23 between the Lower Arkansas Valley Area Agency on Aging (LAVAAA) and Prowers Area Transit (Subcontractor), for contract year 2023. For purposes of this Addendum, **LAVAAA** is referred to as "**Covered Entity**" or "**CE**" and the **Subcontractor** 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 supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4(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.

**Covered Entity Representative**

Name: Lower Arkansas Valley Area Agency on Aging (LAVAAA)

Contact: Jim Collins, Director of LAVAAA

Department and Division: Otero County Dept. of Human Services

Address: 13 W. 3<sup>rd</sup> St, Room 110, La Junta, CO 81050

**Contractor/Business Associate Representative**

Name: Prowers Area Transit

Contact: Darren Glover

Address: 407 E Olive, Lamar, CO 81052

## ATTACHMENT A

This Attachment sets forth additional terms to the HIPAA Business Associate Addendum, which is part of Contract Nos. **PAT-STATE-23 and PAT-III-B 23**, between **LAVAAA** and **Powers Area Transit**, contract year **SFY 2023** and is effective on the date signed. 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: \_\_\_\_\_

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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:

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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:

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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: \_\_\_\_\_

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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: \_\_\_\_\_

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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.]*

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**Signature of Subcontractor**

**Date**

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 2-7-23

**Submitter:** Jana Coen-County Clerk

**Submitted to the County Administration Office on:** 2-1-23

**Return Originals to:** Jana Coen-County Clerk

**Number of originals to return to Submitter:** 2

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider approval to extend the Temporary Liquor License Permit, up to 90-days for Robert J. Haney Jr. dba IGOTTAGOLF, regarding a Transfer of ownership Liquor License Application, type: Hotel & Restaurant/Optional Premises (County).

**Justification or Background:**

**Fiscal Impact: This item is budgeted in the following account code:**

**County:** \$ \_\_\_\_\_

**Federal:** \$ \_\_\_\_\_

**State:** \$ \_\_\_\_\_

**Other:** \$ \_\_\_\_\_

**Approved by the County Attorney on:** 2-1-2023

**Additional Approvals (if required):**

License No. N/A

License Fee: \$0.00

**Up to 90-Day Extension  
TEMPORARY  
STATE OF COLORADO  
COUNTY of Prowers**

BY AUTHORITY OF THE BOARD OF COUNTY COMMISSIONERS

**RETAIL LIQUOR LICENSE  
HOTEL & RESTAURANT/OPTIONAL (COUNTY)**

Prowers County Liquor Board

301 S. Main St, Ste. 215, Lamar, CO 81052

**ROBERT J HANEY JR**  
**dba: IGOTTA GOLF**  
**28157 US HWY 287**  
**LAMAR, CO 81052**

Temporary License Expires at Midnight **MAY 20, 2023**  
License Type: **HOTEL & RESTAURANT/OPTIONAL (COUNTY)**  
Authorized Beverages: **MALT, VINOUS, AND SPIRITUOUS**

*This is to Certify*, That **ROBERT J HANEY JR dba: I GOTTA GOLF** having applied for a Temporary License to sell **MALT, VINOUS, AND SPIRITUOUS** at retail and having paid the proper fees to the County Clerk, the above applicant is hereby licensed to sell at **28157 US HWY 287, LAMAR, COLORADO**, in the County of Prowers, Colorado for a period beginning on the 7<sup>th</sup> Day of **FEBRUARY, 2023** and ending up to or on the **20<sup>th</sup> Day of MAY, 2023** unless this temporary license is revoked sooner as provided by law. This license is issued subject to the Laws of the State of Colorado and especially under the provisions of Title 44, Articles 4,3, Colorado Revised Statutes 1973, as amended.

*In Testimony Whereof*, The Board of County Commissioners, Prowers County, Colorado has hereunto subscribed its name by its officers duly authorized this 7<sup>th</sup> Day of **FEBRUARY, 2023**

**PROWERS COUNTY BOARD OF COMMISSIONERS**

ATTEST:

**Jana Coen - County Clerk & Recorder**

**Ron Cook - Chairman BOCC**

**THIS TEMPORARY LICENSE TO BE POSTED IN A CONSPICUOUS PLACE, NON-TRANSFERABLE**

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 2-7-23

**Submitter:** Department of Human Services

**Submitted to the County Administration Office on:** 1-19-2023

**Return Originals to:** Department of Human Services

**Number of originals to return to Submitter:** 1

**Contract Due Date:** ASAP

**Item Title/Recommended Board Action:**

Consider approval of Contract Amendment # 2 State of Colorado Department of Human Services Original Contract 22 IHJA 173925 for Local or Regional Behavioral Health Disorder Treatment Programs, authorizing Lanie Meyers-Mireles, Director of Human Services to Execute the Document Electronically.

**Justification or Background:**

**Fiscal Impact:** This item is budgeted in the following account code:

**County:** \$ \_\_\_\_\_

**Federal:** \$ \_\_\_\_\_

**State:** \$ \_\_\_\_\_

**Other:** \$ \_\_\_\_\_

**Approved by the County Attorney on:**

**Additional Approvals (if required):**

**PLEASE ATTACH THIS SHEET TO ALL AGENDA ITEMS WHEN SUBMITTING TO COUNTY ADMINISTRATION.**

**THANK YOU!**

## CONTRACT AMENDMENT #2

### SIGNATURE AND COVER PAGE

|   |  |
|---|--|
| <b>State Agency</b><br>Colorado Department of Human Services<br>Behavioral Health Administration  | <b>Original Contract Number</b><br>22 IHJA 173925          |
| <b>Contractor</b><br>Prowers County Department of Human Services                                  | <b>Amendment Contract Number</b><br>23 IBEH 180885         |
| <b>Current Contract Maximum Amount</b><br>Initial Term<br>State Fiscal Year 2022 +2023 \$149,995* | <b>Contract Performance Beginning Date</b><br>May 17, 2022 |
| Extension Terms<br>N/A<br>* See Exhibit B-1 – Budget for fiscal year detail                       | <b>Current Contract Expiration Date</b><br>June 30, 2023   |
| <b>Total for All State Fiscal Years</b> \$149,995   |  |

### THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

|   |   |
|---|---|
| <b>CONTRACTOR</b><br>Prowers County Department of Human Services  | <b>STATE OF COLORADO</b><br>Jared Polis, Governor<br>Colorado Department of Human Services<br>Michelle Barnes, Executive Director |
| By: Lanie Meyers-Mireles, Director of Prowers County<br>Department of Human Services  | By: Dr. Morgan Medlock, Commissioner, Behavioral Health<br>Administration   |
| Date: _____   | Date: _____   |
| In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate. |   |
| <b>STATE CONTROLLER</b><br>Robert Jaros, CPA, MBA, JD   |   |
| By: _____<br>Andrea Eurich / Toni Williamson  |   |
| Amendment Effective Date: _____   |   |



**1. PARTIES**

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

**2. TERMINOLOGY**

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

**3. AMENDMENT EFFECTIVE DATE AND TERM**

**A. Amendment Effective Date**

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

**B. Amendment Term**

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Contract.

**4. PURPOSE**

The purpose of this Contract is to provide grants to county departments of human or social services for the expansion or improvement of local or regional behavioral health disorder treatment programs.

The purpose of this Amendment is to replace Exhibit C-1.

**5. MODIFICATIONS**

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. REPLACE** Exhibit C-1 with Exhibit C-2, attached and incorporated by reference.

**6. LIMITS ON EFFECT AND ORDER OF PRECEDENCE**

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

**Exhibit C-2**  
**Miscellaneous Provisions**

**I. General Provisions and Requirements**

**A. Finance and Data Protocols**

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

**B. Marketing and Communications**

The Contractor shall comply with the following marketing and communications requirements:

1. Reports or Evaluations. All reports or evaluations funded by BHA must be reviewed by BHA staff, including program, data, and communications, over a period of no fewer than 15 business days. The Contractor may be asked to place a report or evaluation on a BHA template and the report or evaluation is required to display the BHA logo. The Contractor shall submit the finished document to BHA in its final format and as an editable Word or Google document.
2. Press Releases. All press releases about work funded by BHA must note that the work is funded by the Colorado Department of Human Services, Behavioral Health Administration. Press releases about work funded by BHA must be reviewed by BHA program and communications staff over a period of no fewer than five business days.
3. Marketing Materials. Contractor shall include the current Colorado Department of Human Services, Behavioral Health Administration logo on any marketing materials, such as brochures or fact sheets, that advertise programs funded by this Contract. Marketing materials must be approved by the Contract's assigned BHA program contract over a period of no fewer than 5 business days.
4. All Other Documents. All other documents published by the Contractor about its BHA-funded work, including presentations or website content, should mention the Colorado Department of Human Services, Behavioral Health Administration as a funder.
5. Opinion of BHA. BHA may require the Contractor to add language to documents that mention BHA reading: "The views, opinions and content expressed do not necessarily reflect the views, opinions or policies of the Colorado Department of Human Services, Behavioral Health Administration."

**C. 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 BHA eliminating funding to that specific program and/or budget line item.

D. Immediate Notification of Closures / Reductions in Force

If the Contractor intends to close a facility or program, it shall notify the BHA 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 BHA Contracts Unit at least five business days prior to the layoffs.

E. Licensing and Designation Database Electronic Record System (LADDERS)

The Contractor shall use LADDERS (<http://www.colorado.gov/ladders>) as needed and/or as required by rule to submit applications for BHA licensing and designation, keep current all provider directory details, and submit policies and procedures.

F. Contract Contact Procedure

The Contractor shall submit all requests for BHA interpretation of this Contract or for amendments to this Contract to the BHA Contract Manager.

G. The Contractor shall comply with all the provisions and requirements of RFP IHJA 2022000092.

H. Continuity of Operations Plan

1. In the event of an emergency resulting in a disruption of normal activities, BHA may request that Contractor provide a plan describing how Contractor will ensure the execution of essential functions of the Contract, to the extent possible under the circumstances of the inciting emergency ("Continuity of Operations Plan" or "Plan").
2. The Continuity of Operations Plan must be specific and responsive to the circumstances of the identified emergency.
3. BHA will provide formal notification of receipt of the Continuity of Operations Plan to the Contractor.
4. The Continuity of Operations Plan will not impact or change the budget or any other provisions of the contract, and Contractor's performance will be held to the same standards and requirements as the original Contract terms, unless otherwise specified in the Continuity of Operations Plan.
5. Any submitted Continuity of Operations Plan will be ratified as an amendment to the contract as soon as possible.
6. Contractor shall communicate, in a format mutually agreed upon by BHA and Contractor staff, on a frequency that supports the monitoring of services under the Continuity of Operations Plan. If adjustments are needed to the Plan, such adjustments will be made in writing and accompanied by written notice of receipt from BHA.

- a. As part of the BHA/Contractor communication during the emergency, Contractor and BHA will evaluate whether the emergency has resolved such that normal operations may be resumed.
- b. Contractor and BHA will agree in writing when the emergency is sufficiently resolved and agree to a closeout period that is four weeks or less.
- c. BHA will submit notice accepting the termination of the Continuity of Operations Plan to the Contractor as the final action for any qualifying emergency response.

I. Cultural Responsiveness in Service Delivery

1. The Behavioral Health Administration expects funding dollars to support equity in access, services provided, and behavioral health outcomes among individuals of all cultures, gender identities, sexual orientations, races, and ethnicities. Accordingly, Contractors should collect and use data to: (1) identify priority populations vulnerable to health disparities encompassing the contractor's entire geographic service area (e.g., racial, ethnic, limited English speaking, indigenous, sexual orientation, gender identity groups, etc.) and (2) implement strategies to decrease the disparities in access, service use, and outcomes—both within those subpopulations and in comparison to the general population.
  2. One strategy for addressing health disparities is the use of the recently revised National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (CLAS). The U.S. Department of Health and Human Services (HHS) Think Cultural Health website (<https://thinkculturalhealth.hhs.gov>) also features information, continuing education opportunities, resources, and more for health and health care professionals to learn about culturally and linguistically appropriate services, or CLAS.
  3. Contractors providing direct behavioral health prevention, treatment, or recovery services shall submit one of the following two documents to [cdhs\\_BHAdeliverables@state.co.us](mailto:cdhs_BHAdeliverables@state.co.us) by August 31 annually:
    - a. If a provider has completed an equity plan that identifies how they will address health equity, they can submit the plan or;
    - b. Submit a completed CLAS checklist that follows this HHS format: <https://thinkculturalhealth.hhs.gov/assets/pdfs/AnImplementationChecklistfortheNationalCLASStandards.pdf>
- J. Prohibition on Marijuana. Funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational

new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

## II. Use of Subcontracts.

- A. Services described in this Contract may be performed by Contractor or by a subcontractor, except where this Contract states explicitly that a service must not be subcontracted.
  1. Contractor shall ensure that its subcontractors perform to the terms of this Contract as set forth in the Contract provisions.
- B. Any subcontract for services must include, at a minimum, the following:
  1. A description of each partner's participation
  2. Responsibilities to the program (policy and/or operational)
  3. Resources the subcontractor will contribute, reimbursement rates, services to be included and processes in collecting and sharing data and the most recent CDHS version of the HIPAA Business Associates Addendum, if this Contract contains the HIPAA Business Associates Addendum/Qualified Service Organization Addendum as an exhibit.
  4. A copy of this Contract and all its terms and conditions.
- C. The Contractor shall provide to BHA a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this Contract, to [cdhs\\_BHAdeliverables@state.co.us](mailto:cdhs_BHAdeliverables@state.co.us) within 30 days of subcontract execution.
- D. BHA reserves the right to require Contractor to renegotiate subcontracts where necessary to adhere to the terms of this Contract.
- E. Subcontractor/Partnership Termination. In the event where partnerships with a subcontractor such as a 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.

## III. 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-1, "Budget."**
  2. If a Single Audit is performed in accordance with Section IV.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. 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 BHA, 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.

**C. Payment Terms**

1. The Contractor shall invoice once per fiscal year for the full amount allocated to Contractor for that fiscal year. An invoice for FY22 may be submitted upon contract execution. An invoice for FY23 may be submitted on or after July 1, 2022. For Contractors using a calendar fiscal year, more invoices may be submitted to align with the calendar year's budget.
2. On or after July 20th, BHA shall review the Contractor's final report of actual expenditures and conduct a reconciliation between disbursements and actual expenditures.
3. Any funds disbursed from BHA to the Contractor without corresponding expenses incurred in the previous two contract years, shall be considered unearned by the Contractor and shall require a repayment of funds from the Contractor to the State no later than September 15th of the following state fiscal year.
4. The Contractor shall utilize the invoice template(s) provided by BHA.
5. All payment requests shall be submitted electronically to  
CDHS\_BHApayment@state.co.us
6. Any requests for payment received after September 10th for the prior state fiscal year cannot be processed by BHA.
7. The State will make payment on invoices within 45 days of receipt of a correct and complete invoice to CDHS\_BHApayment@state.co.us. Consequently, the Contractor must have adequate solvency to pay its expenses up to 45 days after invoice submission to the State.

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 2-7-2023

**Submitter:** Meagan Hillman, PHEV Director

**Submitted to the County Administration Office on:** 2-1-2023

**Return Originals to:** 1

**Number of originals to return to Submitter:** 1

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider approval of Contract Amendment #3 to Original Contract 21-160394 between State of Colorado and Prowers County to Serve as a Single-Entry Point (SEP) Agency for Long-term Care Clients, Authorizing Meagan Hillman, PHEV Director to Execute the Document Electronically

**Justification or Background:** Annual approval

**Fiscal Impact:** This item is budgeted in the following account code:

**County:** \$ \_\_\_\_\_

**Federal:** \$ \_\_\_\_\_

**State:** \$ \_\_\_\_\_

**Other:** \$ \_\_\_\_\_

**Approved by the County Attorney on:** 2-1-23

# CONTRACT AMENDMENT #3

## SIGNATURE AND COVER PAGE

|   |  |
|---|--|
| <b>State Agency</b><br>Department of Health Care Policy and Financing | <b>Original Contract Number</b><br>21-160394               |
| <b>Contractor</b><br>Prowers County Board of County Commissioners     | <b>Amendment Contract Number</b><br>21-160394A3            |
| <b>Current Contract Maximum Amount</b><br>No Maximum for any SFY      | <b>Contract Performance Beginning Date</b><br>July 1, 2020 |
|   | <b>Current Contract Expiration Date</b><br>June 30, 2023   |

## THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

|  |  |
|--|--|
| <b>CONTRACTOR</b><br>Prowers County Board of County Commissioners<br>Meagan L. Hilman, Director, Prowers County Public Health and Environment<br><br>By: _____<br><br>Date: _____  | <b>STATE OF COLORADO</b><br>Jared S. Polis, Governor<br>Department of Health Care Policy and Financing<br>Kim Bimestefer, Executive Director<br><br>By: _____<br><br>Date: _____ |
| In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.<br><br><b>STATE CONTROLLER</b><br>Robert Jaros, CPA, MBA, JD<br><br>By: _____<br><br>Amendment Effective Date: _____ |  |



## **1. PARTIES**

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

## **2. TERMINOLOGY**

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

## **3. AMENDMENT EFFECTIVE DATE AND TERM**

### **A. Amendment Effective Date**

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

### **B. Amendment Term**

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Contract.

## **4. PURPOSE**

The purpose of this Contract is for Contractor to serve as a Single Entry Point (SEP) Agency within a local area where a current member or potential long-term care client can obtain long-term care information, screening, assessment of need, and referral to appropriate long-term care program and case management services for all Coloradoans within their designated Region/District. The purpose of this Amendment is to modify requirements related to the new Colorado Single Assessment (CSA) and Person-Centered Support Plan (PCSP), data entry requirements for the new Care and Case Management (CCM) system, requirements for the Public Health Emergency (PHE) end, requirements for HCBS Settings Final Rule, and clarifying contract requirements.

## **5. MODIFICATIONS**

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. Exhibit B-2, STATEMENT OF WORK, is hereby deleted in its entirety and replaced with Exhibit B-3, attached. All references to Exhibit B-2 shall henceforth be a reference to Exhibit B-3

## **6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE**

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

Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

## **EXHIBIT B-3, STATEMENT OF WORK**

### **1. CASE MANAGEMENT OBLIGATIONS**

#### **1.1. Contractor's Obligations**

- 1.1.1. Contractor shall abide by and perform its duties and obligations in conformity with relevant federal law, all pertinent federal regulations, State law, rules and regulations of the Department of Health Care Policy and Financing which include, but are not limited to:
  - 1.1.1.1. Colorado Revised Statutes, Title 25.5, Article 6, Sections 104 through and including 107.
  - 1.1.1.2. Colorado Department of Health Care Policy and Financing written communications.
  - 1.1.1.3. Contractor shall comply with all State Medicaid regulations promulgated by the Department. These regulations include, but are not limited to:
  - 1.1.1.4. Long Term Care Single Entry Point System - 10 CCR 2505-10, Sections 8.390 through 8.393 et seq.
  - 1.1.1.5. Home and Community Based Services Waiver for Persons with Brain Injury (HCBS-BI) – 10 CCR 2505-10, Section 8.515.
  - 1.1.1.6. Home and Community Based Services Waiver for Persons who are Elderly, Blind and Disabled (HCBS-EBD) 10 CCR 2505-10, Sections 8.485 through 8.486.
  - 1.1.1.7. Community Mental Health Supports Waiver (HCBS-CMHS) 10 CCR 2505-10, Section 8.509.
  - 1.1.1.8. Home and Community Based Service Complementary and Integrative Health Waiver (HCBS-CIH) 10 CCR 2505-10 8.517.5
  - 1.1.1.9. Waiver for Children with a Life Limiting Illness (HCBS-CLLI) 10 CCR 2505-10, Section 8.504.
  - 1.1.1.10. Long-Term Care 10 CCR 2505-10, Sections 8.400 through 8.409.
  - 1.1.1.11. Program for All-Inclusive Care for the Elderly (PACE) Section 25.5-5-412, Section 6a-b., C.R.S.
  - 1.1.1.12. Recipient Appeals, 10 CCR 2505-10, Section 8.057.
- 1.1.2. Contractor shall perform its obligations in conformity with the provisions of Title XIX of the Social Security Act and other applicable federal and state laws and regulations.
- 1.1.3. The general Business Functions of Contractor shall include, but is not limited to, all of the following:
  - 1.1.3.1. Providing access to its facilities for Members, individuals seeking services, service providers, and community members. Regular business office hours of operation shall be posted and made available to the public and accommodations shall be made available for individuals and Members who need assistance or consultation outside regular business office hours. Contractor shall provide emergency contact information to the Department for Key Personnel, when posted hours of operation do not follow a standard Monday through Friday schedule.

- 1.1.3.2. Contractor shall notify and obtain approval from the Department within 10 Business Days of the Effective Date in writing if regular business hours do not follow a standard Monday through Friday schedule, or if closures are planned outside of federal, state or local legal holidays.
  - 1.1.3.2.1. Contractor must have documented policies or procedures that demonstrate to the Department that all required Contract activities and timelines are being met, individuals and member needs are being fulfilled, and the schedule does not negatively impact individuals and members.
  - 1.1.3.2.2. Contractor shall make the policies and procedures available to the Department upon request.
- 1.1.3.3. Overcoming any geographic barriers within the Region/District, including distance from the agency office to provide timely assessment and case management services to individuals and Members.
- 1.1.3.4. Protecting individuals and Members' rights as they relate to the responsibilities of SEP agencies as described in this Contract.
- 1.1.3.5. Providing a person-centered business approach seeking to accommodate Member requests.
- 1.1.3.6. Providing access to a telephone system and trained staff to ensure timely response to messages and telephone calls received after hours.
- 1.1.3.7. Providing access to telecommunication devices and/or interpreters for the hearing and vocally impaired and access to foreign language interpreters as needed.
- 1.1.3.8. Following communication standards set by the Department. The application of these standards includes but is not limited to Memo Series, technical assistance documents, Provider Bulletins, training documents, and email correspondence.
- 1.1.3.9. Contractor shall support the Department's National Core Indicators (NCI) efforts.
- 1.1.3.10. Contractor shall support the Department's Equity, Diversity, Inclusion, and Accessibility (EDIA) efforts to include participation in a Department led EDIA assessment and survey.
- 1.1.3.11. The Contract shall support the Department and the Department's Contractor in efforts for transition planning related to case management redesign.
- 1.1.3.12. Contractor shall consult with the Medical Consultant(s) regarding medical and diagnostic concerns and long-term home health prior authorizations.
- 1.2. Collaboration with other Care Coordination Entities or Entry Point and Case Management Agencies**
  - 1.2.1. Contractor shall comply with written communications from the Department, provided by the Department, between Contractor and community partners and service providers that outline how Contractor will work together with these partners to coordinate care and better serve Department enrollees. As applicable, the communications shall address partnerships with:
- 1.3. Regional Accountable Entities (RAE)**

- 1.3.1. The RAE is responsible for promoting physical and behavioral health. The RAE promotes the population's health and functioning, coordinates care across disparate providers, interfaces with LTSS providers, and collaborates social, educational, justice, recreational, and housing agencies to foster healthy communities and address complex needs that span multiple agencies and jurisdictions. The RAE manages a network of primary care physical health providers and behavioral health providers to ensure access to appropriate care for Medicaid Members.
- 1.3.2. Contractor shall support the Department's RAE efforts and ensure collaboration occurs for all shared Members.
- 1.3.3. Contractor shall work with the RAE when a Member requires assistance in accessing or coordinating appropriate physical, behavioral, or mental health resources. This shall include, but is not limited to:
  - 1.3.3.1. Coordinating with the RAE regarding shared Members who admit to a hospital, to include, but not limited to, communicating reasons for admission, Member's hospital status, and plans for discharge.
  - 1.3.3.2. Collaborating with the RAE for shared Members who are being discharged from the hospital to ensure all support needs are reflected in the Support Plan and the Member is connected to the necessary services to support a successful discharge.
  - 1.3.3.3. Coordination with RAEs for Members who require complex care coordination including but not limited to Members with high utilization, disparity to healthcare access and co-occurring disabilities and behavioral health.
  - 1.3.3.4. Sharing of all information necessary for the RAE to assist Members in accessing and coordinating physical and behavioral health needs.
  - 1.3.3.5. Contractor shall honor Members' preferences for case management and care coordination, when applicable, while ensuring collaboration with the RAE occurs.
  - 1.3.3.6. Contractor shall work with the Department to identify a Key Performance Indicator (KPI) to measure the effectiveness of coordination between Contractor and RAE.

#### **1.4. Entry Point and Case Management Agencies**

- 1.4.1. Community Centered Boards (CCB) are the agencies responsible for determining eligibility for LTSS programs targeted to Members with intellectual and developmental disabilities. These programs include four HCBS waivers and three State General Funded programs. In addition to determining eligibility for these programs, the CCB also manages the waiting list for one HCBS waiver. The CCB may also act as a Case Management Agency (CMA) and may also provide direct services. A CMA is responsible for providing case management services to Members enrolled in a HCBS waiver targeted to Members with an intellectual or developmental disability. Case Management includes assessing a Member's needs, developing a Person-Centered Support Plan, referring for services, and monitoring the receipt of those services, along with the health and welfare of Members.
- 1.4.2. Contractor shall collaborate with CCBs and CMAs, this may include, but is not limited to:
  - 1.4.2.1. Coordinating the transfer of Members switching to or from an HCBS waiver targeted for Members with an intellectual or developmental disability or specific to

children with disabilities and connecting individuals or Members to the appropriate CCB or CMA.

- 1.4.2.2. Sharing information necessary for the CCB and/or CMA to assist individuals in accessing LTSS programs targeted for individuals with an intellectual or developmental disability or children with disabilities.
- 1.4.2.3. Coordinating the receipt of LTSS when a Member is enrolled in an HCBS waiver not targeted for Members with an intellectual and developmental disability and a State General Funded program.

## **1.5. Qualification and Training Requirements**

- 1.5.1. Contractor's personnel, including but not limited to, Case Manager(s) and Case Management Supervisor(s) shall meet all qualification requirements listed in 10 C.C.R. 2505-10, Sections 8.393.1.L et seq.
- 1.5.2. Contractor shall ensure all newly hired case managers meet the qualification requirements established in 10 C.C.R. 2505-10, Section 8.393.1.L. et seq.
- 1.5.3. Contractor shall ensure that all case management staff receive trainings listed below and any additional Department assigned training within 120 calendar days after the staff member's hire date and prior to being assigned independent case management duties. All other case management staff must receive a refresher training as required by the Department, Department approved vendor, or Contractor. Training must include the following areas:
  - 1.5.3.1. Long Term Services and Supports Eligibility
  - 1.5.3.2. Intake and Referral
  - 1.5.3.3. Level of Care Screen and Needs Assessment
  - 1.5.3.4. Person-Centered Support Plan Development
  - 1.5.3.5. Notices and Appeals
  - 1.5.3.6. Systems Documentation
  - 1.5.3.7. Long Term Home Health (LTHH)
  - 1.5.3.8. Monitoring
  - 1.5.3.9. Applicable Federal and State laws and regulations for LTSS programs
  - 1.5.3.10. Critical Incident Reporting
  - 1.5.3.11. Waiver requirements and services
  - 1.5.3.12. Mandatory reporting
  - 1.5.3.13. Pre-Admission Screening and Resident Review (PASRR)
  - 1.5.3.14. Nursing Facility admissions
  - 1.5.3.15. Disability and Cultural Competency
  - 1.5.3.16. Participant Directed Training
- 1.5.4. There will be no exemptions to the above list of required trainings as all case managers should have a basic knowledge of all case management activities regardless of ongoing duties.

- 1.5.5. Contractor shall utilize training materials provided by the Department where applicable related to Section 1.5 of this Exhibit.
- 1.5.6. Contractor shall participate in Department trainings. Participation can be at the time of the presented training or following the training using the materials available on the Department Website or Learning Management System (LMS).
- 1.5.7. For Case Managers who have a documented minimum of one-year immediate prior work experience at a different Colorado CMA, Contractor may assign independent case management activities once Contractor has verified that the Case Manager's training requirements were previously met.
- 1.5.8. Contractor may elect to perform additional training not outlined in the Contract but applicable to the Scope of Work. Contractor may utilize the Department's Case Management Training Template to identify trainings attended that are not required by the Department.
- 1.5.9. Contractor shall provide the date all case management staff, including new and existing staff, were hired and the dates of received training in the areas identified in Section 1.5.3.1, using the reporting template provided by the Department for review, approval and payment.
- 1.5.10. Within one year of implementation of the Department prescribed Level of Care Screen and Needs Assessment:
  - 1.5.10.1. Case Managers are required to receive oversight reviews of their performance including their competency with completing the Level of Care Screen and Needs Assessment. Supervisors, lead workers or a case manager with three years of case management experience shall perform shadow assessments with one half of Contractors Case Management staff prior to the end of Contract Fiscal year to complete the Level of Care Screen and Needs Assessment. Documentation on Case Manager performance shall be maintained by Contractor and provided to the Department upon request.
  - 1.5.10.2. Case Managers are required to meet competency requirements determined by the Department to perform case management tasks including the correct application of the assessment and person-centered support plan, and applicable waiver benefits. Case Managers must pass assigned training competency requirements to independently perform Case Management activities.
    - 1.5.10.2.1. **DELIVERABLE:** Case Management Training
    - 1.5.10.2.2. **DUE:** Semi-Annually, trainings held between July 1st and December 31st are due January 15th, and trainings held between January 1st through June 29th are due June 30th or the Fiscal Year end close date set by the Department.
- 1.5.11. Contractor shall maintain supporting documentation demonstrating case managers attended the required trainings and make the information available to the Department upon request. Supporting documentation must include the name and description of the training, date the training was held, case managers in attendance, and trainer sign off showing the case manager completed the training.

- 1.5.11.1. Case Management staff employed by Contractor shall complete Department prescribed training prior to the launch of the Department's new Care and Case Management (CCM) Information Technology system.
- 1.5.11.2. Case managers must meet the competency requirements as outlined in Department training guidance.
- 1.5.11.2.1. **DELIVERABLE:** Completed Case Management Training on the Care and Case Management (CCM) system.
- 1.5.11.2.2. **DUE:** No later than June 30th

## **1.6. Complaints and Grievances**

- 1.6.1. Contractor shall receive, document and track any complaint received by Contractor as it relates to the services provided through this Contract to include, but not limited to, general business functions, administration, and case management functions.
  - 1.6.1.1. Complaints received outside of the scope of this Contract shall not be included.
  - 1.6.1.2. Documentation shall consist of a complaint log that includes the date of complaint, name of the complainant, the nature of the complaint and the date and description of the resolution.
- 1.6.2. Contractor shall analyze complaints for trends quarterly and shall submit all complaint-oriented trends observed since the Effective Date of this Contract and the remedial actions taken to address them to the Department.
- 1.6.3. Trend analysis shall include an examination of information including, but not limited to:
  - 1.6.3.1. A comparison of complaint types and number of complaints over a period of time determined by the Department.
  - 1.6.3.2. Number of type of complaint against Contractor, time, location, individual involved, staff involved, and/or any additional relevant information.
  - 1.6.3.3. An examination of potential reasons for the increase or decrease in complaints by total number, subcontractor, individual, or staff.
  - 1.6.3.4. An examination of preventative measures that can be implemented to reduce the number or frequency of future complaints.
  - 1.6.3.5. Implementation of a plan of action or any future actions to take place.
  - 1.6.3.6. An analysis of whether the plan of action and changes made were effective or if additional changes need to occur.
- 1.6.4. As part of the complaint process Contractor shall:
  - 1.6.4.1. Document complaints received.
  - 1.6.4.2. Address substantiated complaints.
  - 1.6.4.3. Respond to complaints received and document actions taken to resolve and/or mitigate complaints.
  - 1.6.4.4. Conduct a quarterly trend analyses of all complaints received for the full period of the Contract.



- 1.6.4.5. Contractor shall maintain all supporting documentation related to the collection and follow-up to complaints and make it available to the Department upon request.
- 1.6.5. If Contractor received no complaints during the quarter, Contractor may submit the Complaint Trends Analysis to the Department identifying no complaints were reported during the quarter.
- 1.6.6. If Contractor received less than five complaints during the quarter and cannot establish a complaint trend, Contractor may submit the Complaint Trends Analysis to the Department with the complaint log that includes the date of complaint, name of the complainant, the nature of the complaint and the date and description of the resolution.
- 1.6.7. Contractor shall submit the Complaint Trends Analysis to the Department for review, approval, and payment.
- 1.6.7.1. **DELIVERABLE:** Complaint Trend Analysis
- 1.6.7.2. **DUE:** Quarterly, by October 31st, January 31st, April 30th and June 30th of each year or the Fiscal Year end close date set by the Department

#### **1.7. Continuous Quality Improvement Plan**

- 1.7.1. Contractor shall provide a Continuous Quality Improvement Plan for the contract period. The Continuous Quality Improvement Plan shall include, but not be limited to, a description of the following:
  - 1.7.1.1. How Contractor oversees the work performed by Case Managers as outlined in the contract to ensure all tasks are being performed.
  - 1.7.1.2. How Contractor reviews work to determine if the work is being completed in a correct and high-quality manner.
  - 1.7.1.3. How the Contract identifies and addresses Case Management performance issues.
- 1.7.2. Contractor shall submit the Continuous Quality Improvement Plan to the Department for review, approval, and payment.
- 1.7.2.1. **DELIVERABLE:** Continuous Quality Improvement Plan
- 1.7.2.2. **DUE:** Within 45 Business Days after the Effective Date
- 1.7.3. Contractor shall review its Continuous Quality Improvement Plan on an annual basis and update the plan as appropriate to account for any changes. Contractor shall submit the Continuous Quality Improvement Plan Update or document that the plan was reviewed and that changes were not required.
- 1.7.3.1. **DELIVERABLE:** Continuous Quality Improvement Plan Update
- 1.7.3.2. **DUE:** Annually, by August 15th

#### **1.8. Appeals**

- 1.8.1. Contractor shall represent the Department and defend any adverse action in accordance with 10 CCR 2505-10, Sections 8.057 et. seq. in all appeals initiated during this Contract. Contractor shall coordinate with the Department for any adverse actions necessitating Department attendance at a hearing.

- 1.8.2. Contractor shall identify and disclose to the Department immediately, and no later than 45 days prior to a scheduled appeal hearing, any conflict of interest that would interfere with Contractor's ability to represent the Department in any appeal.
- 1.8.3. Contractor shall represent its actions at Administrative Law Judge hearings when the individual or Member appeals a denial or adverse action affecting individuals or Member's program eligibility or receipt of services.
- 1.8.4. Contractor shall process appeals in accordance with schedules published by the State of Colorado Office of Administrative Courts and rules promulgated by the Department.
- 1.8.5. Contractor shall develop an Appeals Packet which contains all relevant documentation to support Contractor's denial or adverse action.
- 1.8.6. Contractor shall develop an Appeals Packet no earlier than 20 Business Days prior to the date of a scheduled hearing.
- 1.8.7. Contractor shall submit exceptions when applicable and include all relevant information.
- 1.8.8. Contractor shall cooperate with the Office of the State Attorney General for any case in which it is involved.
- 1.8.9. Contractor shall document all appeals where Contractor attends any hearing in an Administrative Law Court.
- 1.8.10. Contractor shall make the Appeal Packets available to the Department upon request.
- 1.8.11. Contractor shall document all Appeals Creation of the Packet and Attendance at the Hearing information, no later than the 10th day of the month following the month when the packet or hearing was completed, and follow-up in the Department prescribed system and maintain detailed documentation. The Department will review internal data reports to verify the number of Appeal Packets completed and number of Hearings attended for payment purposes.
- 1.8.11.1. **PERFORMANCE STANDARD:** 100% of Appeal Packets and Hearings Attended are added to the Department prescribed system monthly by the 10th day of the month following the month when the packet or hearing was completed.

## **1.9. Critical Incident Reporting**

- 1.9.1. Contractor shall be responsible for entering Critical Incident Reports (CIR) in the Department prescribed system as soon as possible, but no later than 24 hours (one business day) following notification.
- 1.9.2. Contractor shall ensure all suspected incidents of abuse, neglect, and exploitation are immediately reported consistent with current statute; Section 19-10-103 C.R.S. Colorado Children's Code, Section 18-8-115 C.R.S. (Colorado Criminal Code- Duty to Report a Crime), 18-6.5-108 C.R.S. (Colorado Criminal Code-Wrongs to At-Risk Adults), and Section 26-3.1-102, C.R.S. (Social Services Code-Protective Services).
- 1.9.3. Contractor shall document all CIR follow-up information in accordance with Department direction in the Department prescribed system and maintain detailed documentation.
- 1.9.3.1. **PERFORMANCE STANDARD:** 100% of CIRs are added to the Department prescribed system within one Business Day.

#### **1.10. Critical Incident Quarterly Follow-Up Completion Performance Standard**

- 1.10.1. Contractor shall ensure all CIRs follow-up is completed and entered into the Department's prescribed system within the timelines established by the Department and/or the Department's Quality Improvement Organization.
- 1.10.2. Timelines for follow up are determined by the Department and depend on the type and severity of the CIR. The following are general timelines assigned to remediation and CIR follow up.
- 1.10.3. High Priority Follow Up – CIRs which require immediate attention and must be addressed to ensure the immediate health and safety of a waiver participant must be remediated within and responded to in the Department prescribed system within 24 to 48 hours.
- 1.10.4. Medium Priority Follow Up – CIRs which require additional information or follow up to ensure appropriate actions are taken and there is no immediate risk to the health and safety of the waiver participant must be completed in the Department prescribed system within 3 to 4 Business Days.
- 1.10.5. Low Priority Follow Up – CIRs that have been remediated by CMAs, have addressed immediate and long-term needs, have implemented services or supports to ensure health and safety and those that have protocols in place to prevent a recurrence of a similar CIR but may require an edit to the CIR or additional information entered into the Department prescribed system. The follow up for CIRs in this category must be completed and entered within five Business Days.
- 1.10.5.1. **PERFORMANCE STANDARD:** 90% of all CIRs assigned follow-up is completed and entered into the Department's prescribed system within the timelines established by the Department and/or the Department's Quality Improvement Organization each quarter.

#### **1.11. Corrective Action Plan**

- 1.11.1. When the Department determines that Contractor is not in compliance with any term of this Contract, Contractor, upon written notification by the Department, shall develop a corrective action plan. Corrective action plans shall include, but not be limited to:
  - 1.11.1.1. A detailed description of actions to be taken including any supporting documentation.
  - 1.11.1.2. A detailed time frame specifying the actions to be taken.
  - 1.11.1.3. Contractor's employee(s) responsible for implementing the actions.
  - 1.11.1.4. The implementation time frames and a date for completion.
- 1.11.2. Contractor shall submit the Corrective Action Plan to the Department within 10 Business Days of the receipt of a written request from the Department.
- 1.11.2.1. **DELIVERABLE:** Corrective Action Plan
- 1.11.2.2. **DUE:** Within 10 Business Days of receipt of a written request from the Department
- 1.11.3. Contractor shall notify the Department in writing, within three Business Days, if it will not be able to present the Corrective Action Plan by the due date. Contractor shall explain the rationale for the delay and the Department may grant an extension, in writing, of the deadline for Contractor's compliance.

- 1.11.4. Upon receipt of Contractor's Corrective Action Plan, the Department will accept, modify or reject the proposed Corrective Action Plan. Modifications and rejections shall be accompanied by a written explanation.
- 1.11.5. In the event of a rejection of Contractor's Corrective Action Plan Contractor shall re-write a revised Corrective Action Plan and resubmit it along with requested documentation to the Department for review.
  - 1.11.5.1. **DELIVERABLE:** Revised Corrective Action Plan
  - 1.11.5.2. **DUE:** Within five Business Days of the Department's rejection
- 1.11.6. Upon acceptance by the Department Contractor shall implement the Corrective Action Plan.
- 1.11.7. If corrections are not made by the timeline and/or quality specified by the Department then funds may be withheld from this Contract. Payments of funds from this Contract will resume beginning the month that the correction is made and accepted by the Department.
- 1.11.8. As part of the Corrective Action Plan, supporting documentation demonstrating that deficiencies have been remediated may be required. Contractor shall ensure all supporting documentation is submitted within the timeframes established in the Corrective Action Plan.
- 1.11.9. Upon receipt of Contractor's supporting documentation, the Department will accept, request modifications, or reject the documentation. Modifications and rejections shall be accompanied by a written explanation.
- 1.11.10. In the event of a rejection of Contractor's supporting documentation to the Corrective Action Plan, Contractor shall correct and resubmit the supporting documentation to the Department for review.
- 1.11.11. If a Corrective Action Plan or any supporting activities or documentation are required to correct a deficiency, are not submitted within the requested timeline and/or quality specified by the Department, funds may be suspended or withheld from this Contract.
  - 1.11.11.1. **DELIVERABLE:** Revised Supporting Documentation
  - 1.11.11.2. **DUE:** Within five Business Days of the Department's rejection
- 1.11.12. If corrections are not made by the timeline and quality specified by the Department then funds may be withheld from this Contract. Payments of funds from this Contract will resume beginning the month that the correction is made and accepted by the Department.

## **1.12. Intake, Screening, and Referral**

- 1.12.1. Contractor shall perform all intake, screening and referral functions/activities for the operation of a SEP agency in accordance with §25.5-6-104, C.R.S. and 10 CCR 2505-10, Sections 8.393.2.B. et seq., shall include, but not limited to, the following:
- 1.12.2. Facilitating the Medicaid application process and responding to all referrals of potentially eligible individuals and Members within Department prescribed timeframes.
- 1.12.3. Processing information regarding individual Medicaid eligibility within two Business Days of receipt from the eligibility site.

- 1.12.4. Ask referring agencies to complete and submit an intake and screening form to initiate the process.
- 1.12.5. Providing information and referral to other agencies as needed.
- 1.12.6. Making initial contact with individuals to include a preliminary screening in the following areas:
  - 1.12.6.1. An individuals need for LTSS.
  - 1.12.6.2. An individuals need for referral to other programs or services.
  - 1.12.6.3. An individuals eligibility for financial and program assistance.
  - 1.12.6.4. The need for a Level of Care Screen.
  - 1.12.6.5. Maintain individual and Member records including documentation of the referrals and outcome utilizing the Department's prescribed system.
- 1.12.7. Contractor shall ensure documentation includes the individuals and Member's need for LTSS and/or the individuals and Member's request for a Level of Care Screen, even though the screening indicates the individual may not be eligible for LTSS.
- 1.12.8. Individuals shall be notified at the time of their application for publicly funded LTSS that they have the right to appeal actions of the SEP agency. The notification shall include the right to request a fair hearing before an Administrative Law Judge.
- 1.12.8.1. **PERFORMANCE STANDARD:** 100% percent of Referrals are entered into the Department prescribed system monthly by the 10th day of the following month for the previous month.

**1.13. Level of Care Assessment and CCM Tool Screen and Assessment**

- 1.13.1. Contractor shall perform the Functional Eligibility Assessment (100.2) as indicated in Section 1.14 or the CCM Tool Screen and Assessment as indicated in Section 1.16 for each Member as directed by the Department. Contractor shall not perform both a Level of Care Assessment and a new CCM Tool Screen and Assessment for the same Member unless directed to do so by the Department.

**1.14. Level of Care Assessment (100.2)**

- 1.14.1. Contractor shall perform all Initial and Continued Stay Review Level of Care (100.2) Assessments for the operation of a SEP agency in accordance with §25.5-6-104, C.R.S., 10 CCR 2505-10, Section 8.401, and 10 CCR 2505-10, Sections 8.393.2 et seq.
- 1.14.2. Contractor shall conduct Initial and Continued Stay Review (CSR) Level of Care (100.2) Assessments for the following LTSS programs:
  - 1.14.2.1. HCBS waivers;
  - 1.14.2.2. Program of All-Inclusive Care for the Elderly (PACE);
  - 1.14.2.3. Nursing Facility;
  - 1.14.2.4. Hospital Back-Up (HBU); and
  - 1.14.2.5. Long Term Home Health.
- 1.14.3. Contractor shall conduct an Initial and CSR Level of Care (100.2) Assessments in accordance with the following timelines:

- 1.14.3.1. Ten Business Days after receiving confirmation that the Medicaid application has been received by the county Department of Human or Social Services for individuals residing in the community.
- 1.14.3.2. Ten Business Days after receiving a referral from a provider for the PACE.
- 1.14.3.3. Five Business Days after receiving a completed referral from the nursing facility.
- 1.14.3.4. Five Business Days after receiving a completed approval for the CLLI Waiver.
- 1.14.3.5. Two Business Days after receiving a completed referral from the hospital.
- 1.14.4. Initial Functional Eligibility Assessments shall include the following Assessment Event Types:
  - 1.14.4.1. Initial Review (IR)
  - 1.14.4.2. Deinstitutionalization (DI)
  - 1.14.4.3. Reverse Deinstitutionalization (RDI)
  - 1.14.4.4. Program of All-inclusive Care for the Elderly (PACE)
  - 1.14.4.5. Hospital Back-up Unit (HBU)
  - 1.14.4.6. Nursing Facility (NF)
  - 1.14.4.7. Long Term Home Health (LTHH)
- 1.14.5. Contractor shall conduct a CSR Level of Care (100.2) Assessment no earlier than 90 days prior to and no later than the previous Functional Eligibility Assessment end date.
- 1.14.6. CSR Level of Care (100.2) Assessments shall include the following Assessment Event Types:
  - 1.14.6.1. Continued Stay Review
  - 1.14.6.2. Nursing Facility Transfers
  - 1.14.6.3. Unscheduled Review
    - 1.14.6.3.1. An Unscheduled Review Assessment Event Type shall be utilized when a Level of Care (100.2) Assessment is completed due to a change in the Member's functioning and support needs.
- 1.14.7. In the event Contractor fails to conduct the CSR Level of Care (100.2) Assessment for a Member enrolled in a HCBS waiver, Contractor shall be responsible for reimbursing any providers for services rendered during the gap in eligibility.
- 1.14.8. In the event Contractor fails to discontinue waiver services for a Member, found ineligible for a HCBS waiver, Contractor shall be responsible for reimbursing any providers for services rendered.
- 1.14.9. Contractor shall conduct an Initial and CSR Level of Care (100.2) Assessments to include, but not limited to, the following:
  - 1.14.9.1. Verification of Medicaid eligibility or Medicaid application submission.
  - 1.14.9.2. Conduct all Level of Care (100.2) Assessment face-to-face with the individual or Member, at minimum, and in the place where the individual or Member resides.
  - 1.14.9.3. Receipt and Review of the Professional Medical Information Page (PMIP).

- 1.14.10. Contractor shall verify that an individual or Member needs an institutional level of care by receiving a PMIP signed by a medical professional and dated no earlier than six months from the certification start date and no later than 90 days from the evaluation date of an Initial Level of Care (100.2) Assessment; and within 90 calendar days of the certification start date and before the certification end date for a CSR for all Clients and Members currently receiving services through an HCBS waiver.
- 1.14.11. Review of all supportive information (documentation and interviews) related to the functional capacity of the individual or Member.
- 1.14.12. Communicating Level of Care (100.2) Assessment status to the appropriate eligibility site.
- 1.14.13. Representing the Department in all appeals relevant to a LTSS program eligibility.
- 1.14.14. Review of HCBS waiver target criteria for applicant, individuals or Member participation.
- 1.14.15. Determine individual or Member Level of Care (100.2) Assessment for enrollment in an HCBS waiver, PACE, LTHH, HBU, or NF admission.
- 1.14.16. Provide a notice of action to individuals or Members of all appealable actions related to their eligibility in a LTSS program.
- 1.14.17. Maintaining individuals or Member records including all relevant information utilizing the Department's prescribed system.
- 1.14.18. Contractor shall document all Initial and CSR Level of Care (100.2) Assessment information in the Department prescribed system according to assessment timeline identified at 10 CCR 2505-10, Sections 8.393.2.C et seq.
- 1.14.18.1. **PERFORMANCE STANDARD:** 100% percent of Initial Level of Care (100.2) Assessment and Continued Stay Review Level of Care (100.2) Assessments are completed within required timelines at 10 CCR 2505-10, Sections 8.393.2.C et seq. and are entered into the Department prescribed system. Assessments must be verified by the 10th day of the month for the previous month to be eligible for payment.

#### **1.15. Care and Case Management (CCM) System Implementation**

- 1.15.1. Contractor shall participate in the implementation of the Department's new Care and Case Management (CCM) Information Technology system and the Colorado Single Assessment and Person-Centered Support Plan instruments as requested and determined by the Department.
- 1.15.2. Contractor shall manage Member records and document case management activities formally completed in the Benefits Utilization System (BUS) using the CCM.
- 1.15.3. Contractor will complete either the ULTC 100.2 and Service Plan (formally completed in the BUS Or the new Colorado Single Assessment and Person-Centered Support Plan instruments for initial and reassessments as determined by the Department and document each in the CCM system.
- 1.15.4. Staff employed by Contractor shall participate in training, as required and outlined by the Department as outlined in Section 1.5.11.1, on the CCM system automation; the

Colorado Single Assessment and Person-Centered Support Plan instruments prior to performing the LOC Screen, Needs Assessment, or Person-Centered Support Plan.

- 1.15.5. Contractor shall explain to Members the new assessment and support plan process at the time of the CSR and at initial enrollment, as directed by the Department.
- 1.15.6. Contractor shall schedule and conduct new LOC Screen in accordance with the timelines in Section 1.17 and 1.19 of this Contract.
- 1.15.7. Contractor shall conduct a Level of Care Assessment for Continued Stay Reviews for the following Home and Community Based Services (HCBS) Waivers in the CCM system:
  - 1.15.7.1. HCBS - BI
  - 1.15.7.2. HCBS - CMHS
  - 1.15.7.3. HCBS - EBD
  - 1.15.7.4. HCBS - CIH
  - 1.15.7.5. HCBS - CLLI
- 1.15.8. Contractor shall assess and determine eligibility for HCBS waivers based on each waiver program targeting criteria and assist the client to select the appropriate waiver based on the eligibility determination.
- 1.15.9. Contractor shall manually submit LOC determination, to include the waiver program selection based on the targeting criteria eligibility determination, to the appropriate county, using a process as determined by the Department. For initial enrollments, once confirmation of financial eligibility is determined, if the individual has chosen a waiver program that is not managed by Contractor, Contractor shall coordinate a transfer to the appropriate case management agency and assure the transfer is reported to the Department and is completed.
- 1.15.10. Contractor shall provide feedback on system automation, system issues and training materials. as directed by the Department or the Department's designee.
- 1.15.10.1. **DELIVERABLE:** Completed Case Management Training on the Colorado Single Assessment and Person-Centered Support Plan.
- 1.15.10.2. **DUE:** No later than June 30th

#### **1.16. CCM Level of Care Screen and Needs Assessment**

##### **1.16.1. Level of Care Screen and Needs Assessment**

- 1.16.1.1. Contractor shall perform all Initial and Annual Reassessment Level of Care Screen and Needs Assessments for the operation of a CMA in accordance with §25.5-6-104, C.R.S., 10 CCR 2505-10, Section 8.401, and 10 CCR 2505-10, Sections 8.393.2 et seq.
- 1.16.1.2. The Initial and Reassessment Level of Care Screen shall include and ensure, but not limited to, the following:
- 1.16.1.3. A verification of Long-Term Care (LTC) Medicaid Financial eligibility or LTC Medicaid application submission.



- 1.16.1.4. All Level of Care Screens are conducted in person with the individual or Member, at minimum, and in the place where the individual or Member resides.
- 1.16.1.5. Needs Assessment shall be conducted in person or virtually based on the individuals or Member's preference.
- 1.16.1.5.1. Contractor shall verify that a Member needs an institutional level of care by receiving a PMIP signed by a medical professional and dated no earlier than six months from the certification start date and no later than 90 days from the evaluation date of an Initial Level of Care Screen; and within ninety 90 Calendar Days of the certification start date and before the certification end date for a Reassessment for all individuals and Members currently receiving services through Hospital Back-Up Unit (HBU), Nursing Facility (NF), , and Program for All-Inclusive Care for the Elderly (PACE).
- 1.16.1.6. A review of all supportive information related to the Level of Care for the Member to include, but not limited to documentation and interviews.
- 1.16.1.7. Communicating Level of Care Eligibility status to the appropriate eligibility site.
- 1.16.1.8. Representing the Department in all appeals relevant to a LTSS program eligibility.
- 1.16.1.9. A review of HCBS waiver Target Criteria for applicant or Member participation.
- 1.16.1.10. Determine individual or Member Level of Care Eligibility for enrollment in a BI, EBD, CIH, CLLI, CMHS, PACE, LTHH, HBU, or Nursing Facility admission. Analyzing the information obtained to determine the most appropriate responses to the Level of Care Screen questions.
- 1.16.1.11. Providing notice of action to Members of all appealable actions related to their eligibility in a LTSS program.
- 1.16.1.12. Documenting and maintaining Level of Care Screens and Needs Assessments, including all relevant information, utilizing the Department's prescribed system within the timeframes established in 10 CCR 2505-10, Sections 8.393.2.C et seq.

#### **1.17. Level of Care Screen**

- 1.17.1. The Level of Care Screen shall include the following event types:
  - 1.17.1.1. Initial
  - 1.17.1.2. Reassessment
  - 1.17.1.3. Off-Cycle Review
- 1.17.2. Contractor shall conduct an Initial Level of Care Screen prior to enrolling in the following programs:
  - 1.17.2.1. BI, EBD, CIH, CLLI, CMHS HCBS Waivers
  - 1.17.2.2. PACE
  - 1.17.2.3. Nursing Facilities
  - 1.17.2.4. Hospital Back-Up
  - 1.17.2.5. LTHH (only)

- 1.17.3. Contractor shall conduct an Initial Level of Care Screen in accordance with the following timelines:
  - 1.17.3.1. Within 10 Business Days after receiving confirmation that the Medicaid application has been received by the county Department of Human or Social Services for individuals residing in the community.
  - 1.17.3.2. Within 10 Business Days after receiving a referral from a provider for PACE.
  - 1.17.3.3. Within five Business Days after receiving a completed referral from the nursing facility.
  - 1.17.3.4. Within five Business Days from the date of referral for individuals residing in a nursing facility or ICF-IID.
  - 1.17.3.5. Within five Business Days after receiving a completed approval for the CLLI Waiver.
  - 1.17.3.6. Within two Business Days after receiving a completed referral from the hospital.
- 1.17.4. The Initial Level of Care Screen shall include, but is not limited to the following:
  - 1.17.4.1. A review of financial eligibility information
  - 1.17.4.2. A review of the Level of Care Screen information
  - 1.17.4.3. A review of relevant medical, educational, social, or other assessment records or information when applicable.

#### **1.18. Annual Level of Care Screen Reassessment**

- 1.18.1. Contractor shall conduct an Annual Reassessment Level of Care Screen no earlier than 90 days prior to and no later than 30 days prior to the Level of Care Screen certification end date.
- 1.18.2. An Off-Cycle Review event type shall be utilized when a Level of Care Screen is needed outside of the Annual Reassessment cycle, due to a material change in the Member's condition that can reasonably be expected to result in a change in the Level of Care or Target Criteria eligibility.
- 1.18.3. In the event Contractor fails to conduct the Annual Reassessment Level of Care Screen for a Member enrolled in a HCBS waiver, Contractor shall be responsible for reimbursing any providers for services rendered during the gap in eligibility.
- 1.18.4. Contractor shall follow 10 C.C.R. 2505-10, Section 8.393.6 when transferring a Member from one county to another county or from one Defined Service Area to another Defined Service Area.
- 1.18.5. Contractor shall take action regarding Member Medicaid eligibility within one Business Day of receipt from the eligibility site.
- 1.18.6. In the event Contractor fails to discontinue waiver services for a Member found ineligible for a HCBS waiver, Contractor shall be responsible for reimbursing any providers for services rendered.
  - 1.18.6.1. **PERFORMANCE STANDARD:** 100% of Initial Level of Care Screen and Annual Level of Care Screen assessments are conducted within required timelines at 10 CCR 2505-10, Sections 8.393.2.C et seq. and are entered into the Department prescribed system. The Level of Care Screen must be entered into the Department

prescribed system following the timelines at 10 CCR 2505-10, Sections 8.393.2.C et seq.

- 1.18.7. Members shall be notified at the time of the eligibility decision that they have the right to appeal actions of Contractor to 10 CCR 2505-10 Section 8.519.22 et seq. The notification shall include the right to request a fair hearing before an Administrative Law Judge.

#### **1.19. Needs Assessment**

- 1.19.1. Contractor shall conduct an Initial and Annual Needs Assessment for the following programs:
  - 1.19.1.1. BI, EBD, CIH, CLLI, CMHS HCBS Waivers
- 1.19.2. Contractor shall conduct a Needs Assessment (Initial) prior to enrollment into a HCBS waiver, annually (Reassessment) and as needed (off-cycle) by the Member due to a material change of situation or condition that may reasonably result in a change in the support needs of the Member. Members who are financially eligible, choose to enroll in HCBS waiver services, meet the required Level of Care for LTSS and waiver Target Criteria for one or more HCBS waivers must have a Needs Assessment conducted.
- 1.19.3. Contractor shall conduct a Needs Assessment with Members to determine the level of support needed and identify personal preferences and goals.
- 1.19.4. Contractor shall explain to the member, the option to respond to required questions only or the choice to answer additional voluntary questions in the Needs Assessment.
- 1.19.5. Contractor shall conduct and document a Needs Assessment for Members in accordance with the following timelines:
  - 1.19.5.1. Within 15 Business Days after determination of Level of Care and Financial eligibility for HCBS Waivers.
- 1.19.6. The Needs Assessment shall be administered prior to the Person-Centered Support Plan being developed with the Member; however, both the Needs Assessment and Person-Centered Support Planning may occur during a single session with the Member. They may also be completed over two or more sessions, if the Member needs or prefers to do so.
- 1.19.7. The Needs Assessment shall be conducted at time, modality and location convenient to the Member and should include people of the Member's identified preference.

#### **1.20. On-Going HCBS Case Management**

- 1.20.1. Case Management services shall include, but is not limited to:
  - 1.20.1.1. A range of deliberate activities to organize and facilitate the appropriate delivery of Long Term Services and Supports that support the Member's health and well-being.
  - 1.20.1.2. Contractor shall use a Person-Centered Approach to Case Management, which takes into consideration the preferences and goals of Members and then connects them to the resources required to address assessed needs, goals, and preferences.
- 1.20.2. Contractor shall not duplicate Care Coordination provided through the RAEs and other programs designed for special populations; rather, Contractor shall work to link the different Care Coordination activities to promote a holistic approach to a Member's care.

- 1.20.3. Contractor shall ensure that Case Management:
  - 1.20.3.1. Is accessible to Members.
  - 1.20.3.2. Is culturally responsive.
  - 1.20.3.3. Respects Member preferences.
  - 1.20.3.4. Protects Members' Privacy.
  - 1.20.3.5. Supports regular communication between service providers, other agencies, and the Member.
  - 1.20.3.6. Reduces duplication and promotes continuity by collaborating with the Member and the Member's service providers.
  - 1.20.3.7. The use of mass email communication, robotic and/or automatic voice messages cannot be used to replace Contractors required individualized case management or any billable activities.

**1.21. Person-Centered Support Planning**

- 1.21.1. Contractor shall develop Person-Centered Support Plans as part of the operations of a SEP agency in accordance with §25.5-6-104, C.R.S. and 10 CCR 2505-10, Sections 8.393.2.E. et seq.
- 1.21.2. Contractor shall create and maintain a Person-Centered Support Plan for Members in accordance with the following timelines:
- 1.21.3. Within 15 Business Days after determination of Level of Care and Financial eligibility for HCBS waivers.
- 1.21.4. Contractor shall provide necessary information and support to ensure that the Member directs the process to the maximum extent possible and is able to make informed choices and decisions and create a Person-Centered Support Plan. This Person-Centered Support Plan shall include, but not be limited to, the following:
  - 1.21.4.1. Ensure the Person-Centered Support Planning occurs at a time and location convenient to the Member receiving services;
  - 1.21.4.2. Be led by the Member, family members and/or Member's representative with the case manager support, as needed;
  - 1.21.4.3. Includes people chosen by the Member;
  - 1.21.4.4. Addresses the goals, needs and preferences identified by the Member throughout the planning process;
  - 1.21.4.5. Addresses the support needs identified in the Needs Assessment;
  - 1.21.4.6. Offers informed choice to the Member regarding the services and supports they receive and from whom, as well as the documentation of services needed, including type of service, specific functions to be performed, duration and frequency of service, type of provider and services needed that may not be available;
  - 1.21.4.7. Include strategies for solving conflict or disagreement within the process, including clear conflict-of-interest guidelines for all planning participants;

- 1.21.4.8. Reflect cultural considerations of the Member and be conducted by providing information in plain language and in a manner, that is accessible to individuals with disabilities and persons who are limited English proficient;
- 1.21.4.9. Formalize the Person-Centered Support Plan, with the informed consent of the Member in writing, and obtain signatures by all individuals and providers responsible for its implementation, in accordance with program requirements;
- 1.21.4.10. Contain prior authorization for services, in accordance with program directives, including cost containment requirements;
- 1.21.4.11. Include a method for the Member to request updates to the plan as needed;
- 1.21.4.12. Include an explanation of complaint procedures to the Member;
- 1.21.4.13. Include an explanation of critical incident procedures to the Member; and
- 1.21.4.14. Explain the appeals process to the Member.
- 1.21.5. Contractor shall document and entered all Person-Centered Support Plan information into the Department's prescribed system(s) within the Department's prescribed timelines.
- 1.21.5.1. **PERFORMANCE STANDARD:** 100% of Person-Centered Support Plans are entered into the Department prescribed systems and verified by the required timeframe.
- 1.21.5.2. **PERFORMANCE STANDARD:** 100% of Person-Centered Support Plans are finalized in the Department prescribed systems by the required timeframe.

## **1.22. Referral and Related Activities**

- 1.22.1. Contractor shall refer Members for HCBS and other services, as identified through the Intake Screen and Needs Assessment, and documented in the Person-Centered Support Plan and entered into the Department's prescribed system.
- 1.22.2. Contractor shall assist Members in the selection of providers for HCBS waiver services as desired by the Member. Contractor may use, but is not limited to, the following methods:
  - 1.22.2.1. Providing a list of qualified provider agencies.
  - 1.22.2.2. Providing the Department's webpage address and information on how to search for a qualified provider agency.
  - 1.22.2.3. Providing resources for accessing information about provider agency quality, such as survey information, that is available to the public.
  - 1.22.2.4. Providing information regarding qualified provider agencies based on the Member's preferences.
- 1.22.3. Upon the selection of the provider(s) Contractor shall contact the provider(s) to refer for services.
- 1.22.4. Upon acceptance from the provider(s) Contractor shall develop the Prior Authorization Request (PAR).
- 1.22.5. Contractor shall ensure authorized services are connected to a personal goal and/or identified need.

- 1.22.6. Contractor shall ensure the scope, frequency, and duration of services authorized correlate to an assessed need and/or personal goal and are within the limitations set forth in each of the current federally approved waivers.
- 1.22.7. Contractor shall ensure the services authorized are not duplicative of another service, including but not limited to:
  - 1.22.7.1. State plan benefits.
  - 1.22.7.2. Third party resources.
  - 1.22.7.3. Natural supports.
  - 1.22.7.4. Charitable organizations.
  - 1.22.7.5. Other public assistance programs.
- 1.22.8. Contractor shall ensure the Department or its Contractor's approval is received prior to services beginning for PARs exceeding cost-containment.
- 1.22.9. Upon final PAR approval, Contractor shall ensure all providers identified in the Person-Centered Support Plan receive the approved Prior Authorization (PA) number and necessary information from the Person-Centered Support Plan to provide services.
- 1.22.10. Contractor shall create or revise the PAR no less than annually, when the Member experiences a change in needs warranting a change in HCBS waiver services and when required by the Department.
- 1.22.11. The PAR shall be entered into the Department's prescribed system, no later than five Business Days from finalization of the Person-Centered Support Plan and provider selection and acceptance.
  - 1.22.11.1. **PERFORMANCE STANDARD:** 100% of PARs shall be entered into the Department's prescribed system by the required timeframe.

### **1.23. Monitoring**

- 1.23.1. Contractor shall conduct monitoring for each Member enrolled in an HCBS waiver.
- 1.23.2. Monitoring shall be conducted in accordance with 10 CCR 2505-10, Section 8.393.2.G.4 and pursuant to the specific waiver requirements.
- 1.23.3. Monitoring shall occur at the frequency and in the method identified in the HCBS waiver and Department regulations for which the Member is enrolled.
- 1.23.4. At minimum, monitoring includes, but is not limited to the following:
  - 1.23.4.1. Review of the Person-Centered Support Plan.
  - 1.23.4.2. Review of the Member's satisfaction with services.
  - 1.23.4.3. Review of the receipt of services to ensure services are provided in accordance with the approved Person-Centered Support Plan and Prior Authorization.
- 1.23.5. Contractor shall conduct a review of service utilization to ensure each Member is receiving at least one HCBS waiver service every (30) calendar days and to detect overutilization and/or underutilization of authorized HCBS waiver services, which may result in a revision to the Person-Centered Support Plan and Prior Authorization.
- 1.23.6. Contractor shall review health and safety concerns.

- 1.23.7. Contractor shall conduct a review of any Critical Incidents.
- 1.23.8. Contractor shall contact providers, as necessary, but no less than every six months.
- 1.23.9. Referrals to other agencies or services as needed; to include contacting and collaborating with the RAE when the Monitoring indicates the Member's needs for physical and/or behavioral health care; and obtaining collateral information as needed.
- 1.23.10. Contractor shall obtain collateral information as needed.
- 1.23.10.1. Results of the Monitoring may lead to the need for Contractor to revise the Person-Centered Support Plan and Prior Authorization. When this occurs, Contractor shall comply with Department regulations and this Contract.
- 1.23.11. Contractor shall conduct an In-Person Monitoring visit at least one time during the Person-Centered Support Plan year.
- 1.23.12. Contractor shall ensure one required monitoring visit is conducted in-person with the Member, in the Member's place of residence.
- 1.23.13. The Department will reimburse Contractor for up to one additional Virtual or In-Person Monitoring visit during the Person-Centered Support Plan year. The additional Virtual or In-Person Monitoring visit shall be determined by the Member's needs and agreed upon by the Member or at the direction of the Department. The additional In-Person Monitoring may occur, but is not limited to the following:
  - 1.23.13.1. Following a Critical Incident:
    - 1.23.13.1.1. Upon change in residential setting or following release from short-term incarceration, discharge from a hospital, nursing facility, or other institutional setting that did not require a Level of Care Screen.
    - 1.23.13.1.2. Due to a reported change in need that may necessitate a Person-Centered Support Plan revision.
    - 1.23.13.1.3. As an outcome of a monthly monitoring contact requiring additional follow up with the Member.
    - 1.23.13.1.4. Following a Member complaint or a request for assistance to resolve an ongoing issue that presents a health and safety risk;
  - 1.23.13.2. For transition planning purposes:
    - 1.23.13.2.1. Virtual monitoring is defined as the use of electronic video whereby the member and the case manager can view one another on screen, in real-time while speaking/meeting.
    - 1.23.13.2.2. The additional Virtual or In-Person Monitoring visit may occur in a setting of the Member's choosing.
  - 1.23.13.3. Contractor shall conduct additional monitoring as needed by the Member and in a method as needed or as agreed to by the Member.
  - 1.23.13.4. Contractor shall document all In-Person Monitoring activities in the Department's prescribed system and maintain detailed documentation. The Department will review internal data reports to verify the number of In-Person Monitoring activities for payment purposes.

- 1.23.13.4.1. **PERFORMANCE STANDARD:** 100% of In-Person Monitoring activities shall occur at the frequency specified in the HCBS waiver for which the Member is enrolled.
- 1.23.13.4.2. **PERFORMANCE STANDARD:** 100% of In-Person Monitoring activities shall be documented in the Department's prescribed system within the required timeframe.

#### **1.24. Committee Updates**

- 1.24.1. Contractor shall perform all necessary business functions for the operation of a SEP Agency as defined in the state statutes and regulations including, but not limited to the following:
  - 1.24.1.1. Establishing a community advisory committee for the purpose of providing public input and guidance for SEP Agency operation. The committee shall meet at least twice a year or more often as necessary.
  - 1.24.1.2. Establishing a Resource Development committee to facilitate the development of local resources to meet the LTSS needs of individuals and Members who reside within the SEP Region/District.
- 1.24.2. Bi-annually, Contractor shall provide written Committee Updates to the Department. Active, on-going participation by key management or administrative staff in other provider or interest group meetings to discuss Resource Development issues are an acceptable substitute as long as complete documentation of the discussions and progress made in developing relevant solutions is incorporated into the committee updates.
- 1.24.3. Contractor shall submit the Committee Updates on the Department prescribed template for the Department's review, approval, and payment
  - 1.24.3.1. **DELIVERABLE:** Committee Updates
  - 1.24.3.2. **DUE:** Bi-Annually, for meetings held between July 1st and December 31st, Committee Updates are due January 15th, and for meetings held between January 1st through June 29th, Committee Updates, are due June 30th of each year or the Fiscal Year end close date determined by the Department

#### **1.25. HCBS Settings Final Rule Transition Workbook**

- 1.25.1. Contractor shall abide by and perform its duties and obligations in conformity with the HCBS Settings Final Rule.
- 1.25.2. Contractor shall document, track, and provide on-going status updates as it relates to administrative work to support individual transitions under the HCBS Settings Final Rule. Documentation shall include a HCBS Final Rule Settings Workbook that includes summarizing efforts at Contractor level and documenting at the individual Member level steps taken to support, and status of transitions from noncompliant settings.
- 1.25.3. The HCBS Settings Final Rule Transition Workbook shall include information including, but not limited to:
  - 1.25.3.1. Summarizing Contractor's administrative processes and steps to facilitate Member's transitions from both residential and nonresidential settings, including:



- 1.25.3.2. Initially identifying Members affected by provisional and/or final notices of noncompliance, including individuals who may not have been included in any files shared by the Department;
- 1.25.3.3. Explaining Contractor's steps taken to reach out to and provide each identified Member with the information included in the provisional and/or final notices of noncompliance; and
- 1.25.3.4. Identifying areas in which Contractors needs or still needs assistance from the Department.
- 1.25.4. Documenting and tracking Members receiving services at residential settings subject to a provisional and/or final notice of noncompliance, to include, but not be limited to:
  - 1.25.4.1. Member identification information (first name, last name, Medicaid ID);
  - 1.25.4.2. Member's provider at noncompliant setting and the location of this setting;
  - 1.25.4.3. Dates of initial communications with Member and provider based on the provisional notice of noncompliance; and
  - 1.25.4.4. If the setting was subject to a final notice of noncompliance, the following additional information:
    - 1.25.4.4.1. Current status of transition, and if not on track, a summary of the situation;
    - 1.25.4.4.2. Case manager, transition team identified, and supervisor assigned;
    - 1.25.4.4.3. Date of initial individual transition planning conversation based on final notice of noncompliance;
    - 1.25.4.4.4. Member RFP details (dates, agencies, etc.);
    - 1.25.4.4.5. Monitoring activity (health and safety);
    - 1.25.4.4.6. Progress updates/summaries; and
    - 1.25.4.4.7. Post-transition check-in dates.
- 1.25.5. Documenting and tracking Members receiving services at nonresidential settings subject to a provisional and/or final notice of noncompliance, to include, but not be limited to, the same categories of information as specified above in Section 1.25.4.
- 1.25.6. Contractor shall submit the HCBS Settings Final Rule Transition Workbook to the Department for review, approval, and payment. the Department's prescribed workbook template
  - 1.25.6.1. **DELIVERABLE:** Final HCBS Settings Final Rule Transition Workbook
  - 1.25.6.2. **DUE:** No later than June 1st

## 1.26. COVID-19 Public Health Emergency Ending Activities

- 1.26.1. Contractor shall review all currently served Members to identify which members no longer meet the programmatic requirements to maintain their eligibility.
- 1.26.2. Contractor shall perform a minimum of two attempts to reach and/or located the member or their representative using their preferred method of communication.
- 1.26.3. Contractor shall document all contact with Members using the Department Prescribed System.

- 1.26.4. Contractor shall work with their County Office related to functional and financial eligibility.
- 1.26.5. Contractor shall outreach all currently served Members to inform them of the end of the Public Health Emergency including, but not limited to:
  - 1.26.5.1. Outreach Members to identify if Member meets programmatic requirements by conducting an Assessment if the Member has not received their required level of care assessment and/or did not meet level of care requirements during their last continued stay review assessment.
  - 1.26.5.2. Change Program
  - 1.26.5.3. Additional Service Coordination
  - 1.26.5.4. Issue Notice of Actions (LTC-803)
- 1.26.6. Contractor shall follow all Department guidance for service changes related to the end of the Public Health Emergency.
- 1.26.7. Contractor shall be compensated with a one-time payment for performing case management administrative activities related to the end of the Public Health Emergency.
- 1.26.7.1. **PERFORMANCE STANDARD:** 100% of all impacted members are outreached and assessed to determine if members continue to meet programmatic requirements and/or financial eligibility.

#### **1.27. Certification**

- 1.27.1. The Department or a designee shall review the performance of Contractor.
- 1.27.2. Performance monitoring may include a review of log notes, support plans, assessments, and other documentation relevant to the long-term care services provided the Member. Contractor shall be notified within 30 days of the outcome of a review that may result in approval, provisional approval, denial or termination of certification. The Department may appoint a designee to monitor and/or make certification recommendations.
- 1.27.3. The Department, in accordance with state statutes and regulations, shall certify Contractor. Certification shall be based upon, but not limited to:
  - 1.27.3.1. Results of on-site visits.
  - 1.27.3.2. Evaluation results of the quality of service provided.
  - 1.27.3.3. Compliance with Program requirements.
  - 1.27.3.4. Service timeliness.
  - 1.27.3.5. Performance of administrative functions.
  - 1.27.3.6. Costs per Member.
  - 1.27.3.7. Communications with Members.
  - 1.27.3.8. Member monitoring.
  - 1.27.3.9. Targeting populations served.
  - 1.27.3.10. Community coordination.

1.27.3.11. Outreach and financial accountability.

## **1.28. Accounting**

- 1.28.1. Contractor's accounting methods shall conform to the standards of Generally Accepted Accounting Principles (GAAP), and any updates thereto, throughout the Term of the Contract.
- 1.28.2. Contractor shall establish and maintain internal control systems and standards that apply to the operation of the organization.
- 1.28.3. Contractor shall assure all financial documents are filed in a systematic manner to facilitate audits, all prior years' expenditure documents are maintained for use in the budgeting process and for audits, and records and source documents are made available to the Department, its contracted representative, or an independent auditor for inspection, audit, or reproduction.
- 1.28.4. Contractor shall establish any necessary cost accounting systems to identify the application of funds and record the amounts spent.
- 1.28.5. Contractor shall document all transactions and funding sources and this documentation shall be available for examination by the Department within 10 Business Days of the Department's request.
  - 1.28.5.1. **DELIVERABLE:** Transaction and Funds Documentation
  - 1.28.5.2. **DUE:** Within 10 Business Days of the Department's Request

## **1.29. Subrecipient Status and Requirements**

- 1.29.1. Contractor has been determined to be a Subrecipient under 2 CFR Chapter I, Chapter II, Part 200, et al., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance); Final Rule (the "Final Rule"), released December 26, 2013 and subsequently updated, and thus shall be required to follow all requirements and guidance contained in the Final Rule.
- 1.29.2. Single Audits
  - 1.29.2.1. Under the Final Rule, all Non-Federal Entities, as defined in the Final Rule, expending \$750,000.00 or more from all federal sources (direct or from pass-through entities) must have a single or program-specific audit conducted for that year in accordance with Subpart F of the Final Rule.
  - 1.29.2.2. Contractor shall notify the State when expected or actual expenditures of federal assistance from all sources equal or exceed \$750,000.00.
  - 1.29.2.3. If the expected or actual expenditures of federal assistance from all sources do not equal or exceed \$750,000.00 Contractor shall provide an attestation to the State that they do not qualify for a Single Audit.
  - 1.29.2.4. Pursuant to the Final Rule §200.512 (a)(1) the Single Audit must be completed and submitted to the Department within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or federal holiday, the reporting package is due the next Business Day.
    - 1.29.2.4.1. **DELIVERABLE:** Single Audit

- 1.29.2.4.2. **DUE:** Within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period
- 1.29.3. If Contractor did not receive enough federal funds to require a Single Audit, Contractor shall submit an attestation form stating a Single Audit was not required utilizing the Department's template.
- 1.29.3.1. **DELIVERABLE:** Attestation Form
- 1.29.3.2. **DUE:** Within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period
- 1.29.4. The audit period shall be Contractor's fiscal year.

### **1.30. Treatment of Funds**

- 1.30.1. All funding identified as a subaward with matching federal dollars received through this Contract is subject to the requirements within Uniform Guidance.
- 1.30.2. All subawards must be used on allowable expenses associated with performing the activities outlined in this Contract and on allowable expenses per Uniform Guidance.
- 1.30.3. Any subawards not used on the activities outlined in this Contract is subject to recovery at the end of the Period of Performance as identified by the Department.

## **2. COMPENSATION AND INVOICING**

### **2.1. Administrative Compensation**

- 2.1.1. The compensation under the Contract shall consist of rates-based reimbursement intended to cover the cost of activities provided through this Contract.
- 2.1.2. Contractor will receive payment as specified in Section 2.2 and 2.4.
- 2.1.3. The rates shown in the following table upon the Department's approval of all deliverables and services:

### **2.2. Administrative Rate Table**

| SEP ADMINISTRATIVE RATE TABLE                               |                                    |            |
|---|------------------------------------|------------|
| DELIVERABLE DESCRIPTION                                     | PAYMENT FREQUENCY                  | RATE       |
| Operations Guide  | One Time Payment per Initial Guide | \$7,683.58 |
| Operations Guide Update and Summary                         | Each Annual Update                 | \$1,382.11 |
| Complaint Trend Analysis                                    | Per Quarterly Deliverable          | \$3,748.73 |
| Critical Incident Reporting                                 | Per Month Per Enrollment           | \$1.56     |
| Critical Incident Follow-Up Completion Performance Standard | Per Quarter                        | \$2,384.99 |
| Case Management Training                                    | Per Bi-Annual Deliverable          | \$630.53   |
| Committee Updates   | Per Bi-Annual Deliverable          | \$1,041.64 |

|  |   |                       |
|--|---|-----------------------|
| Appeals – Creation of Packet   | Per Appeal Packet   | \$516.68              |
| Appeals – Attendance at Hearing  | Per Appeal Hearing Attended                               | \$477.18              |
| Initial Level of Care Screening and Assessment   | Payment per Assessment                                    | \$275.66              |
| Continued Stay Review – Level of Care Screening and Assessment   | Payment per Assessment                                    | \$191.61              |
| Monitoring   | Payment per Monitoring Visit<br>(Up to 2 Visits per Year) | \$101.80              |
| On-Going Case Management Tier One (1-700)  | Monthly, Payment per Member per Activity                  | \$93.35               |
| On-Going Case Management Tier Two (701-2750)   | Monthly, Payment per Member per Activity                  | \$88.82               |
| On-Going Case Management Tier Three (2751+)  | Monthly, Payment per Member per Activity                  | \$76.42               |
| Rural Travel Add-On (Initial, CSR, In-Person Monitoring) for Rural and Frontier Counties   | Payment per Activity                                      | \$36.41               |
| Initial Level of Care Screen   | Per Screen  | \$204.37              |
| Annual Reassessment – Level of Care Screen   | Per Screen  | \$190.13              |
| Initial Needs Assessment – Required Questions Only   | Per Assessment  | \$258.03              |
| Annual Reassessment Needs Assessment – Required Questions Only   | Per Assessment  | \$242.19              |
| Initial Needs Assessment – Voluntary Questions Included  | Per Assessment  | \$322.54              |
| Annual Reassessment Needs Assessment – Voluntary Questions Included  | Per Assessment  | \$308.24              |
| Completed Training on Colorado Single Assessment and Person-Centered Support Plan Instruments Training on the Care and Case Management Information Technology System (CCM), Assessment, and Support Plan Instruments | Upon Training Completion                                  | Calculated Allocation |

|   |                          |                       |
|---|--------------------------|-----------------------|
| Completed Case Management Training on the Care and Case Management (CCM) Information Technology system, | Upon Training Completion | Calculated Allocation |
| Continuous Quality Improvement Plan   | Per Plan                 | \$492.49              |
| HCBS Settings Final Rule Transition Workbook  | Per Deliverable          | Calculated Allocation |
| COVID-19 Public Health Emergency Ending Activities  | Calculated Allocation    | Calculated Allocation |

2.3. The rates shown above are determined by the approved appropriation from the Colorado General Assembly. The Department, at its discretion, shall have the option to increase or decrease these rates as the Department determines necessary based on its approved appropriation or to correct an administrative error in rate calculations. To exercise this option, the Department shall provide written notice to Contractor in a form substantially similar to the Sample Option Letter in original Contract, and any new rates table or exhibit shall be effective as of the effective date of that notice unless the notice provides for a different date. The Department may modify the rates shown in this section based on the Medicaid Provider rate increases authorized by the Colorado legislature or due to an administrative error. In the event that the Department does modify these rates, the Department may modify them through the use of an Option Letter.

#### **2.4. Billing and Payment Procedures**

2.4.1. Unless otherwise provided, and where appropriate, the Department shall establish billing procedures and pay Contractor for Administrative Functions at a rate determined by the Department, performed and accepted pursuant to the terms of this Contract.

2.4.2. Contractor shall be reimbursed for Administrative Functions and on-going case management at the frequency and criteria identified in Section 2.5 of this Exhibit, Invoicing and Payment Procedures.

#### **2.5. Invoicing and Payment Procedures**

##### **2.5.1. Appeals – Creation of Packet and Hearing Attendance**

2.5.1.1. Contractor shall ensure that all Appeals Packet and Hearing Attendance information is entered into the Department prescribed system within the required timeframe. The Department will pay for all Appeals Packet and Hearing Attendances from data pulled from the Department prescribed system on the 11th day of the month for Appeal Packets and Hearing Attendance form the previous month. Contractor shall maintain all supporting documentation and packets related to all Appeals.

##### **2.5.2. Complaint Log and Trends Analysis**

2.5.2.1. Contractor shall submit quarterly Complaint Log and Trends Analysis deliverable. Contractor shall receive payment once the Department has reviewed and accepted the Deliverable. If the original submission is rejected by the Department, Contractor shall not receive payment until a revised deliverable has been received and accepted by the Department.

**2.5.3. Completed Case Management Training on the Care and Case Management (CCM) Information Technology system**

2.5.3.1. Contractor shall receive payment once all case managers complete the Case Management Training on the CCM. The payment will be based on an allocation calculated by the Department based on funding availability, the time required for training completion, and the average number of case managers employed by Contractor.

**2.5.4. Completed Training on the Colorado Single Assessment and Person-Centered Support Plan Instruments**

2.5.4.1. Contractor shall receive payment once participating case managers complete the training on the Colorado Single Assessment and Person-Centered Support Plan. The payment will be based on an allocation calculated by the Department based on funding availability, the time required for training completion, and the average number of case managers participating.

**2.5.5. Continuous Quality Improvement Plan**

2.5.5.1. Contractor shall submit the Continuous Quality Improvement Plan deliverable. Contractor shall receive payment once the Department has reviewed and accepted the Deliverable. If the original submission is rejected by the Department, Contractor shall not receive payment until a revised deliverable has been received and accepted by the Department.

**2.5.6. COVID-19 Public Health Emergency Ending Activities**

2.5.6.1. Contractor shall outreach all impacted Members and determine if Members continue to meet programmatic requirements and/or financial eligibility. Contractor shall be compensated with a one-time payment for performing case management administrative activities related to the end of the Public Health Emergency.

**2.5.7. Critical Incident Reports (CIRs)**

2.5.7.1. Contractor shall ensure all CIRs have been entered in the Department prescribed system within the required timeframe. The Department will pay per member enrolled each month based on actively enrolled members pulled from the Department prescribed system on the 11th day of the month for enrollments from the previous month.

**2.5.8. Critical Incident Quarterly Follow-Up Completion Performance Standard**

2.5.8.1. Contractor is eligible to receive a quarterly performance-based payment for timely completion of requested CIR follow-up action. To receive the quarterly performance-based payment, Contractor must have 90% of all CIRs assigned follow-up completed and entered into the Department prescribed system within timelines assigned by the Department and/or Department Quality Improvement Organization. The Department will calculate Contractor's performance at the close of each quarter to determine if the Contractor will be awarded the performance based-payment.

**2.5.9. Level of Care Screen (100.2): Initial and CSR**

2.5.9.1. Contractor shall conduct and enter all Initial and CSR Level of Care Screen into the Department's prescribed system within the Department's prescribed timeframe. The

Department will pay for Initial and CSR Level of Care Screen from data pulled from the Department prescribed system on the eleventh (11th) day of the month for assessments from the previous month. Contractor shall only be reimbursed for a Level of Care Screen (100.2) or a Colorado Single Assessment Level of Care Screen per Member as directed by the Department.

**2.5.10. Level of Care Screen (CCM) Initial and Reassessment**

- 2.5.10.1. Contractor shall submit HCBS Final Rule Transition Workbook deliverable. Contractor will receive payment once the Department has reviewed and accepted the Deliverable. If the original submission is rejected by the Department, Contractor shall not receive payment until a revised deliverable has been received and accepted by the Department.

**2.5.11. HCBS Final Rule Transition Workbook**

- 2.5.11.1. Contractor shall submit HCBS Final Rule Transition Workbook deliverable. Contractor will receive payment once the Department has reviewed and accepted the Deliverable. If the original submission is rejected by the Department, Contractor shall not receive payment until a revised deliverable has been received and accepted by the Department.

**2.5.12. Monitoring**

- 2.5.12.1. Contractor shall conduct member's first Case Management Monitoring In-Person, and one additional Monitoring visit, based on Member's need, either an In-Person or Virtually during the Support Plan year and adhere to all requirements. The Department will pay for Case Management Monitoring based on data pulled from the Department prescribed system on the 11th day of the month for Case Management Monitoring from the previous month.

**2.5.13. Needs Assessment (CCM): Initial and Reassessment**

- 2.5.13.1. Contractor shall conduct and enter all Initial and Reassessment Needs Assessments into the Department's prescribed system within the required timelines. The Department will pay for Initial and Reassessment Needs Assessments based on data pulled from the Department's prescribed system on the 11th day of the month for assessments conducted in the previous month.

**2.5.14. On-Going Case Management**

- 2.5.14.1. Contractor shall conduct and enter all allowable ongoing case management activities into the Department's prescribed system within the required timeframes. The Department will pay On-Going Case Management activities each month based on data pulled from the Department prescribed system on the 11th day of the month for activities completed in the previous month.

**2.5.15. Operations Guide**

- 2.5.15.1. Contractor shall submit the Operations Guide and all required components. Contractor shall receive payment for the Operations Guide only after the Department has received, reviewed, and accepted the Deliverable.

**2.5.16. Operations Guide Update and Summary**



2.5.16.1. Contractor shall review the Operations Guide for years two, three, four, and five of this Contract, and determine if any modifications are required to account for any changes in the Work, in the Department's processes and procedures, or in Contractor's processes and procedures and update the Operations Guide as appropriate to account for any changes. Contractor shall submit an Operations Guide Update, as well as a Summary of all changes to the Department or an explanation demonstrating that the Operations Guide Update was reviewed, and Contractor determined that no edits were needed. The Department shall review the update summary and determine whether significant modifications to the Operations Guide Update were completed. Contractor shall receive payment for an Operations Guide Update only after the Department has determined that significant changes were made and accepted. If minor changes or no changes were completed Contractor shall not receive payment for this Deliverable. The Department does not consider changes such as updating dates, contact information or locations to be significant changes. Significant changes would include, but are not limited to, an update to Contractor's current practices or procedures.

**2.5.17. Rural Travel Add-On (Initial, CSR, In-Person Monitoring) for Rural and Frontier Counties**

2.5.17.1. Contractor shall receive an additional payment for Rural Travel Add-On for Rural and Frontier Counties for the following activities only: Level of Care Screen (100.2): Initial and CSR, Level of Care Screen (CCM): Initial and Reassessment; Needs Assessment (CCM) Initial and Reassessment, and In-Person Monitoring based on data pulled from the Department prescribed system on the 11th day of the month for activities from the previous month. The due dates identified shall be adhered to, and requested information shall be entered in the Department's prescribed systems and/or submitted to the Department by the date identified in this Contract. For the month of June, the Department will notify Contractor of the modified due date to account for year-end closing.

**2.6. Payment and Billing Errors**

2.6.1. Contractor shall review all payments made by the Department to ensure accuracy within 10 Business Days of receiving a payment summary.

2.6.2. Contractor shall notify the Department of any errors in billing or payment within 10 Business Days of receiving a payment summary on the Department's prescribed template to ensure over and under payments are adjusted

2.6.2.1. **DELIVERABLE:** Payment Correction Form

2.6.2.2. **DUE:** Within 10 Business Days of receiving a payment summary from the Department

2.6.3. The Department shall notify Contractor of any overpayment or underpayment identified through an internal review process.

2.6.4. If an overpayment is confirmed by the Department, the overpayment amount will be withheld from the next monthly reimbursement to Contractor and, if necessary, from each monthly payment thereafter to Contractor, until all overpayment of funds is recovered.

2.6.5. If an underpayment is confirmed, the amount will be included on the next monthly reimbursement to Contractor.

**2.7. Unexpended Funds**

2.7.1. Contractor shall remit any funds disbursed under this Contract that are not expended by the close of the Period of Performance.

**2.8. Closeout Payments**

2.8.1. Notwithstanding anything to the contrary in this Contract, all payments for the final month of this Contract shall be paid to Contractor no sooner than 10 days after the Department has determined that Contractor has completed all of the requirements of the Closeout Period

## **EXHIBIT B, TERMINOLOGY**

### **1 TERMINOLOGY**

- 1.1 In addition to the terms defined in §3 of the original Contract, acronyms and abbreviations are defined at their first occurrence in this Exhibit A-3, Statement of Work. The following list of terms shall be construed and interpreted as follows:
- 1.2 Appeal – The process a case manager participates in when an individual or Member appeals an adverse action made by the case manager.
- 1.3 Benefits Utilization System (BUS) – the online data system maintained by the Department for recording case management activities associated with Long Term Services and Supports.
- 1.4 Bridge – the online data system maintained by the Department for authorization of member services.
- 1.5 Business Day - Any day in which the State is open and conducting business, but shall not include Saturday, Sunday, or any day which the State observes one of the holidays listed in C.R.S. §24-11-101(1).
- 1.6 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, Pandemic, power outage, strike, loss of necessary personnel or computer virus.
- 1.7 Care and Case Management System (CCM) – The Department's future case management Information Technology (IT) platform.
- 1.8 Case Management - The assessment of an individual receiving long-term services and supports' needs, the development and implementation of a support plan for such individual, referral and related activities, the coordination and monitoring of long-term service delivery, the evaluation of service effectiveness, and the periodic reassessment of such individual's needs. Case Management under this Contract is for the State General Funded programs only and is funded with State General Funds.
- 1.9 Case Management Agency (CMA) – a public or private not-for-profit or for-profit organization contracted with the state of Colorado to provide case management services and activities pursuant to C.R.S. 25.5-6-1702.
- 1.10 Case Management Redesign – the evaluation and redesign of the entry point and case management structure for LTSS in Colorado.
- 1.11 Case Manager – A person who provides case management services and meets all regulatory requirements for case manager.
- 1.12 Closeout Period - The period beginning on the earlier of 90 days prior to the end of the last Extension Term or notice by the Department of its decision to not exercise its option for an Extension Term, and ending on the day that the Department has accepted the final deliverable for the Closeout Period, as determined in the Department-approved and updated Closeout Plan, and has determined that the closeout is complete.
- 1.13 Colorado Revised Statutes (C.R.S.) – The legal code of Colorado; the legal codified general and permanent statutes of the Colorado General Assembly.

- 1.14 Community Centered Board (CCB) - A private corporation, for-profit or not-for profit, that is designated pursuant to section 25.5-10-209.
- 1.15 Complaints and Grievances – Any complaint received by Contractor as it relates to the services provided through this Contract to include, but not limited to, general business functions, administration, transparency, State SLS and OBRA-SS program requirements, State SLS and OBRA-SS program subcontractors, administrative case management functions. Complaints received outside of the scope of this Contract shall not be included.
- 1.16 Contractor – The individual, entity or subrecipient selected to complete the Work contained in the Contract. Contractor and subrecipient will be used interchangeably throughout this contract
- 1.17 Corrective Action Plan - A written plan, which includes the specific actions the agency shall take to correct non-compliance with regulations and contractual obligations, which stipulates the date by which each action shall be completed.
- 1.18 Critical Incident – an actual or alleged event that creates the risk of serious harm to the health or welfare of an individual receiving services; and it may endanger or negatively impact the mental and/ or physical well-being of an individual.
- 1.19 Critical Incident Report (CIR) Mistreatment, Abuse, Neglect or Exploitation (MANE) - A Critical Incident Report entered into the Department prescribed system with a category of Mistreatment, Abuse, Neglect, or Exploitation.
- 1.20 Critical Incident Report (CIR) Non-MANE - A Critical Incident Report entered into the Department prescribed system with a category of criminal activity, damage to consumer's property/theft, death, injury/illness, medication management issues, missing persons, other high-risk issues, and unsafe housing/displacement
- 1.21 Data – State Confidential Information and other State information resources transferred to Contractor for the purpose of completing a task or project assigned in the Statement of Work.
- 1.22 Deliverable - Any tangible or intangible object produced by Contractor as a result of the work that is intended to be delivered to the Department, regardless of whether the object is specifically described or called out as a "Deliverable" or not.
- 1.23 Department – The Colorado Department of Health Care Policy and Financing, a Department of the government of the State of Colorado.
- 1.24 Disaster - An event that makes it impossible for Contractor to perform the Work out of its regular facility, and may include, but is not limited to, natural disasters, fire, Pandemic, or terrorist attacks.
- 1.25 District – a Department defined distinct geographic county-based service area. Each District is served by a single SEP Agency.
- 1.26 Effective Date – The date on which the Contract resulting from this solicitation is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for the Contract.
- 1.27 Eligibility Determination – determination of eligibility for Long Term Services and Supports (LTSS) programs.

- 1.28 Financial Eligibility - The eligibility criteria for a publicly funded program, based on the individual's financial circumstances, including income and resources, if applicable.
- 1.29 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.
- 1.30 Goods - Any movable material to be acquired, produced, or delivered by Contractor which shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- 1.31 Health First Colorado – Colorado's Medicaid Program.
- 1.32 HIPAA - The Health Insurance Portability and Accountability Act of 1996, as amended.
- 1.33 Home and Community Based Services (HCBS) Settings Final Rule - Released by the Centers for Medicare & Medicaid Services (CMS) in January 2014. This rule ensures that participants in Medicaid-funded HCBS programs have full access to the benefits of community living. The federal rule is codified at 42 C.F.R. § 441.301(c)(4). The state version of the federal rule is codified at 10 CCR 2505-10 section 8.484.
- 1.34 Home and Community Based Services (HCBS) waivers - Services and supports authorized through a 1915(c) waiver of the Social Security Act and provided in community settings to an individual who requires an institutional level of care that would otherwise be provided in a Hospital, Nursing Facility, or Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF-IID). Human Rights Committee – A third party mechanism to adequately safeguard the legal rights of persons receiving services by participating in the granting of informed consent, monitoring the suspensions of rights, monitoring behavioral developmental programs, monitoring of psychotropic medications, and reviewing investigations of allegations of mistreatment of persons with intellectual and developmental disabilities.
- 1.35 Hospital Back Up – an LTSS program for Members who have complex wound care and/or are ventilator-dependent or medically complex.
- 1.36 Intake, Screening, and Referral - The initial contact between the individual and Contractor and shall include but is not limited to a preliminary screening in the following areas: an individuals need for long term services and supports; an individuals need for referral to other programs or services; an individuals' eligibility for financial and program assistance; and the need for a Level of Care Screen and Needs Assessment of the Client seeking services.
- 1.37 Key Personnel - The position or positions that are specifically designated as such in this Contract.
- 1.38 Level of Care – The level of assistance needed by an individual seeking services or a member to perform activities of daily living, to include mobility; bathing; dressing; eating; toileting; transferring; and need for supervision as determined by the Level of Care Screen.
- 1.39 Level of Care Assessment - Determining eligibility of an individual for a Long-Term Services and Supports (LTSS) program and determined by a Community Centered Board. A comprehensive evaluation with the individual seeking services and others chosen by the individual to participate and an evaluation by the case manager utilizing the Department prescribed tool, with supporting diagnostic information from the individual's medical

provider, and to determine the individual's level of functioning for admission or continued stay in certain Long-Term Services and Supports (LTSS) programs.

- 1.40 Level of Care Determination - The eligibility determination of an individual for a Long-Term Services and Supports (LTSS) program by a Case Management Agency as determined by the requirements of the program, using the Department prescribed instrument.
- 1.41 Long Term Care Notice of Action – the form required to be sent to individuals by Contractor within 11 business days regarding their appeal rights in accordance with 10 CCR 2505-10 8.507 et seq.
- 1.42 Long-Term Services and Supports (LTSS) - the services and supports used by Members of all ages with functional limitations and chronic illnesses who need assistance to perform routine daily activities such as bathing, dressing, preparing meals, and administering medications.
- 1.43 Long Term Services and Supports (LTSS) Programs - Any of the following publicly funded programs: HCBS – BI, HCBS –CIH, HCBS –CLLI, HCBS –CMHS, HCBS – EBD, PACE, LTHH, HBU, and NF.
- 1.44 Long-Term Services and Supports Level of Care Eligibility Determination Screen (LOC Screen) - An evaluation conducted by the case manager with the individual seeking services and others chosen by the individual to participate (such as family members, friends, and/or caregivers), to determine an applicant or member's eligibility for long-term services and supports based on their need for institutional level of care as determined by utilizing the Department's prescribed instrument, with supporting diagnostic information from the Individual's medical providers, for the purpose of determining the Individual's level of functioning for admission or continued stay in Long-Term Services and Supports (LTSS) programs.
- 1.45 Member - Any individual enrolled in the Colorado Medicaid program, State General Fund programs, Colorado's CHP+ program or the Colorado Indigent Care Program, as determined by the Department.
- 1.46 Monitoring – A role of Case Managers to ensure that members get the authorized services in accordance with their support plan, to include, but not limited to monitoring quality of services and supports provided to Members enrolled in a State General Funded program.
- 1.47 National Core Indicators – Aging and Disabilities (NCI-AD) – standard measures used across participating states to assess the quality of life and outcomes of seniors and adults with physical disabilities – including traumatic or acquired brain injury – who are accessing publicly-funded services through the Older Americans Act (OAA), Program of All-Inclusive Care for the Elderly (PACE), Medicaid, and/or state-funded programs. The project is coordinated by Advancing States and Human Services Research Institute (HSRI). NCI-AD data are gathered through yearly in-person Adult Consumer Surveys administered by state Aging, Disability, and Medicaid Agencies (or an Agency-contracted vendor) to a sample of at least 400 individuals in each participating state. NCI-AD data measures the performance of state's long term services and supports (LTSS) systems and service recipient outcomes, helping states prioritize quality improvement initiatives, engage in thoughtful decision making, and conduct futures planning with valid and reliable LTSS data.

- 1.48 Needs Assessment - A comprehensive evaluation conducted by the case manager, using the Department prescribed instrument, with the individual seeking services or member and appropriate collaterals (such as family members, advocates, friends and/or caregivers), and including supporting information from the individual's providers to determine the individual's service needs, goals, available resources, and potential funding resources.
- 1.49 Operational Start Date – When the Department authorizes Contractor to begin fulfilling its obligations under the Contract.
- 1.50 Other Personnel - Individuals and Subcontractors, in addition to Key Personnel, assigned to positions to complete tasks associated with the Work.
- 1.51 Pandemic – Refers to an epidemic that has spread over several countries or continents, usually affecting a large number of people.
- 1.52 Period of Performance - means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. Identification of the period of performance in the Federal award per § 200.211(b)(5) does not commit the awarding agency to fund the award beyond the currently approved budget period.
- 1.53 Person-Centered Approach - respecting and valuing individuals' and Members' preferences, strengths, and contributions.
- 1.54 Person-Centered Support Plan - A document, using the Department -prescribed instrument, that identifies approved services, regardless of funding source, necessary to assist a member to remain safely in the community and developed in accordance with the Department rules. The plan includes the funding source, frequency, amount and provider of each service and is developed with the member and people chosen by the member to identify goals, needed services, individual choices and preferences, and appropriate service providers based on the member's Assessment and knowledge of the individual and community resources and informs the member of their rights and responsibilities.
- 1.55 Person-Centered Support Planning – the process of working with the Member receiving services and people chosen by the Member to identify goals, needed services, individual choices and preferences, and appropriate service providers based on the Member seeking or receiving services, assessment and knowledge of the Member and of community resources. Support planning informs the Member receiving services of his or her rights and responsibilities.
- 1.56 Pre-Admission Screening and Resident Review (PASRR) - The review that occurs for all Members seeking admission to a Medicaid nursing facility to screen the Member for evidence of serious mental illness and/or intellectual and developmental disabilities or related conditions. The review determines whether the Member's needs the level of services that a nursing facility provides and whether Members who need nursing facility services also need specialized services.
- 1.57 Professional Medical Information Page (PMIP) - The medical information document signed by a licensed medical professional used as a component of the Level of Care assessment to determine the client's need for LTSS program.
- 1.58 Program - a publicly funded program including, but not limited to: Home and Community Based Services Waivers, Medicaid Nursing Facility, Hospital Back-Up, Program for All-

Inclusive Care for the Elderly (PACE), Long Term Home Health (LTHH), and State General Funded (SGF) Programs.

- 1.59 Protected Health Information – 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.
- 1.60 Provider - Any health care professional or entity that has been accepted as a provider in the Colorado Medicaid program, Colorado's CHP+ program or the Colorado Indigent Care Program, as determined by the Department.
- 1.61 Quality Improvement Strategy (QIS) – The Department's process to measure and improve its performance in meeting the HCBS waiver assurances annually as set forth in 42 C.F.R. Sections 441.301 and 441.302.
- 1.62 Quarter - Four (4) distinct time periods during the State Fiscal Year. Quarter one begins on July 1 and ends September 30. Quarter two begins on October 1 and ends December 31. Quarter three begins on January 1 and ends March 31. Quarter four begins on April 1 and ends on June 30.
- 1.63 Region – a distinct geographic area, determined by the Department, which is comprised of one or more Districts.
- 1.64 Regional Accountable Entity (RAE) - A single regional entity responsible for duties previously performed by Regional Care Collaborate Organizations and Behavioral Health Organizations (BHO).
- 1.65 Resource Development – the study, establishment and implementation of additional resources or services that extend the capabilities of community based LTSS systems to better serve LTSS individuals and Members and those likely to need community based LTSS in the future.
- 1.66 Rural – Defined Service Areas that are eligible for rural travel add-on reimbursement for required in-person activities reimbursed through this Contract.
- 1.67 Services – The services and activities to be performed by Contractor as set forth in this Contract and shall include any services and activities to be rendered by Contractor in connection with the Goods. Services identified through this Contract specifically exclude any Home and Community Based Services
- 1.68 Single Entry Point Agency (SEP Agency) - The organization selected to provide intake, screening, referral, Level of Care Screening and Assessment, and case management functions for person in need of receiving LTSS within Single Entry Point District.
- 1.69 Soft Launch - Implementation of a phased roll-out of the Care and Case Management Information Technology System (CCM) and the new Assessment and Support Plan instruments with limited functionality, on a small scale.
- 1.70 State – The State of Colorado, acting by and through any State agency.



- 1.71 State Fiscal Rules - The fiscal rules promulgated by the Colorado State Controller pursuant to C.R.S. §24-30-202(13)(a).
- 1.72 State Fiscal Year - The 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.

## **2 ACRONYMS AND ABBREVIATIONS**

- 2.1 The following list is provided to assist the reader in understanding certain acronyms and abbreviations used in this Contract:

- 2.1.1 CFR – Code of Federal Regulations
- 2.1.2 CHP+ –Child Health Plan Plus
- 2.1.3 CMS – the Federal Centers for Medicare and Medicaid Services
- 2.1.4 CORA –Colorado Open Records Act, C.R.S. §24-72-200.1, et. seq.
- 2.1.5 C.R.S. – Colorado Revised Statutes
- 2.1.6 HIPAA – Health Insurance Portability and Accountability Act of 1996, as amended.
- 2.1.7 MFCU – the Colorado Medicaid Fraud Control Unit in the Colorado Department of Law
- 2.1.8 PHI – Protected Health Information
- 2.1.9 PII – Personally Identifiable Information
- 2.1.10 SFY – State Fiscal Year
- 2.1.11 U.S.C. – United States Code
- 2.1.12 VARA – Visual Rights Act of 1990

## **EXHIBIT C-3, CONTRACTOR'S GENERAL REQUIREMENTS**

### **1. CONTRACTOR'S GENERAL REQUIREMENTS**

1.1. The Department will contract with only one organization, Contractor, and will work solely with that organization with respect to all tasks and deliverables to be completed, services to be rendered and performance standards to be met under this Contract.

#### **1.2. Single Entry Point Agency**

1.2.1. Contractor shall serve as the Single Entry Point Agency for the following counties:

1.2.1.1. Baca County.

1.2.1.2. Prowers County.

1.2.2. Contractor may be privy to internal policy discussions, contractual issues, price negotiations, confidential medical information, Department financial information, advance knowledge of legislation and other Confidential Information. In addition to all other confidentiality requirements of the Contract, Contractor shall also consider and treat any such information as Confidential Information and shall only disclose it in accordance with the terms of the Contract.

1.2.3. Contractor shall work cooperatively with Department staff and, if applicable, the staff of other State contractors to ensure the completion of the Work. The Department may, in its sole discretion, use other contractors to perform activities related to the Work that are not contained in the Contract or to perform any of the Department's responsibilities. In the event of a conflict between Contractor and any other State contractor, the State will resolve the conflict and Contractor shall abide by the resolution provided by the State.

1.2.4. Contractor shall inform the Department on current trends and issues in the healthcare marketplace and provide information on new technologies in use that may impact Contractor's responsibilities under this Contract.

1.2.5. Contractor shall maintain complete and detailed records of all meetings, system development life cycle documents, presentations, project artifacts, and any other interactions or Deliverables related to the Work described in the Contract. Contractor shall make such records available to the Department upon request throughout the term of the Contract.

#### **1.3. Deliverables**

1.3.1. All Deliverables shall meet Department-approved format and content requirements. The Department will specify the number of copies and media for each Deliverable.

1.3.2. All Deliverables shall be submitted to the Department by close of business on the due date determined by the Department.

1.3.2.1. Contractor shall submit each Deliverable to the Department for review and approval and shall adhere to the following Deliverable process such for any documentation creation, review, and acceptable cycle, Contractor shall:

1.3.2.1.1. Gather and document requirements for the Deliverable.

1.3.2.1.2. Create a draft in the Department-approved format for the individual Deliverable.

1.3.2.1.3. Perform internal quality control review(s) of the Deliverable, including, but not limited to:

- 1.3.2.1.3.1. Readability.
- 1.3.2.1.3.2. Spelling.
- 1.3.2.1.3.3. Grammar.
- 1.3.2.1.3.4. Completion.
- 1.3.2.1.4. Adhere to all required templates or development of templates.
- 1.3.2.2. The Department will review the Deliverable and may direct Contractor to make changes to the Deliverable. Contractor shall make all changes within five Business Days following the Department's direction to make the change unless the Department provides a longer period in writing.
  - 1.3.2.2.1. Changes the Department direct include, but are not limited to, modifying portions of the Deliverable, requiring new pages or portions of the Deliverable, requiring resubmission of the Deliverable or requiring inclusion of information or components that were left out of the Deliverable.
  - 1.3.2.2.2. The Department may also direct Contractor to provide clarification or provide a walkthrough of any Deliverable to assist the Department in its review. Contractor shall provide the clarification or walkthrough as directed by the Department.
- 1.3.2.3. Once the Department has received an acceptable version of the Deliverable, including all changes directed by the Department, the Department will notify Contractor of its acceptance of the Deliverable in writing. A Deliverable shall not be deemed accepted prior to the Department's notice to Contractor of its acceptance of that Deliverable. Contractor shall not receive payment for a Deliverable until it has been received and accepted by the Department. Deliverables requiring correction shall not be paid until receipt of a revised and accepted Deliverable by the Department.
- 1.3.3. Contractor shall employ an internal quality control process to ensure that all Deliverables are complete, accurate, easy to understand and of high quality, as described herein. Contractor shall provide Deliverables that, at a minimum, are responsive to the specific requirements for that Deliverable, organized into a logical order, contain accurate spelling and grammar, are formatted uniformly, and contain accurate information and correct calculations. Contractor shall retain all draft and marked-up documents and checklists utilized in reviewing Deliverables for reference as directed by the Department.
- 1.3.4. In the event any due date for a Deliverable falls on a day that is not a Business Day, the due date shall be automatically extended to the next Business Day, unless otherwise directed by the Department.
- 1.3.5. All due dates or timelines that reference a period of days, months or quarters shall be measured in calendar days, months and quarters unless specifically stated as being measured in Business Days or otherwise. All times stated in the Contract shall be considered to be in Mountain Time, adjusted for Daylight Saving Time as appropriate, unless specifically stated otherwise.
- 1.3.6. No Deliverable, report, data, procedure or system created by Contractor for the Department that is necessary to fulfilling Contractor's responsibilities under the Contract, as determined by the Department, shall be considered proprietary.
  - 1.3.6.1. If any Deliverable contains ongoing responsibilities or requirements for Contractor, such as Deliverables that are plans, policies or procedures, then Contractor shall comply with

all requirements of the most recently approved version of that Deliverable. Contractor shall not implement any version of any such Deliverable prior to receipt of the Department's written approval of that version of that Deliverable. Once a version of any Deliverable described in this subsection is approved by the Department, all requirements, milestones and other Deliverables contained within that Deliverable shall be considered to be requirements, milestones and Deliverables of this Contract.

1.3.6.2. Any Deliverable described as an update of another Deliverable shall be considered a version of the original Deliverable for the purposes of this subsection.

#### **1.4. Stated Deliverables and Performance Standards**

1.4.1. Any section within this Statement of Work headed with or including the term "DELIVERABLE" or "PERFORMANCE STANDARD" is intended to highlight a Deliverable or performance standard contained in this Statement of Work and provide a clear due date for the Deliverables. The sections with these headings are for ease of reference not intended to expand or limit the requirements or responsibilities related to any Deliverable or performance standard, except to provide the due date for the Deliverables.

#### **1.5. Communication with the Department**

1.5.1. Contractor shall enable all Contractor staff to exchange documents and electronic files with the Department staff in formats compatible with the Department's systems. The Department currently uses Microsoft Office 2016 and/or Microsoft Office 365 for PC. If Contractor uses a compatible program, then Contractor shall ensure that all documents or files delivered to the Department are completely transferrable and reviewable, without error, on the Department's systems.

1.5.2. The Department will use a transmittal process to provide Contractor with official direction within the scope of the Contract. Contractor shall comply with all direction contained within a completed transmittal. For a transmittal to be considered complete, it must include, at a minimum, all of the following:

1.5.2.1. The date the transmittal will be effective.

1.5.2.2. Direction to Contractor regarding performance under the Contract.

1.5.2.3. A due date or timeline by which Contractor shall comply with the direction contained in the transmittal.

1.5.2.4. The signature of the Department employee who has been designated to sign transmittals.

1.5.2.5. The Department will provide Contractor with the name of the person it has designated to sign transmittals on behalf of the Department, who will be the Department's primary designee. The Department will also provide Contractor with a list of backups who may sign a transmittal on behalf of the Department if the primary designee is unavailable. The Department may change any of its designees from time to time by providing notice to Contractor through a transmittal.

1.5.3. The Department may deliver a completed transmittal to Contractor in hard copy, as a scanned attachment to an email or through a dedicated communication system, if such a system is available.

1.5.3.1. If a transmittal is delivered through a dedicated communication system or other electronic system, then the Department may use an electronic signature to sign that transmittal.

- 1.5.4. If Contractor receives conflicting transmittals, Contractor shall contact the Department's primary designee, or backup designees if the primary designee is unavailable, to obtain direction. If the Department does not provide direction otherwise, then the transmittal with the latest effective date shall control.
- 1.5.5. In the event that Contractor receives direction from the Department outside of the transmittal process, it shall contact the Department's primary designee, or backup designees if the primary designee is unavailable, and have the Department confirm that direction through a transmittal prior to complying with that direction.
- 1.5.6. Transmittals may not be used in place of an amendment, and may not, under any circumstances be used to modify the term of the Contract or any compensation under the Contract. Transmittals are not intended to be the sole means of communication between the Department and Contractor, and the Department may provide day-to-day communication to Contractor without using a transmittal.
- 1.5.7. Contractor shall retain all transmittals for reference and shall provide copies of any received transmittals upon request by the Department.

## **1.6.Member Engagement**

### **1.6.1. Person- and Family-Centered Approach**

- 1.6.1.1. Contractor shall actively engage Members in their health and well-being by demonstrating the following:
  - 1.6.1.1.1. Responsiveness to Member and family/caregiver needs by incorporating best practices in communication and cultural responsiveness in service delivery.
  - 1.6.1.1.2. Utilization of various tools to communicate clearly and concisely.
  - 1.6.1.1.3. Contractor shall align Member engagement activities with the Department's person- and family-centered approach that respects and values individual preferences, strengths, and contributions.

### **1.6.2. Cultural Responsiveness**

- 1.6.2.1. Contractor shall provide and facilitate the delivery of services in a culturally competent manner to all individuals and Members, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity.
- 1.6.2.2. Contractor shall provide all information for individuals and Members in a manner and format that may be easily understood and is readily accessible by individuals and Members.
  - 1.6.2.2.1. Readily accessible is defined as electronic information and services that comply with modern accessibility standards, such as Section 508 of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act.

### **1.6.3. Language Assistance Services**

- 1.6.3.1. Contractor shall provide language assistance services including bilingual staff and/or interpreter services, at no cost to any individuals or Member. Language assistance shall be provided at all points of contact, in a timely manner and during all hours of operation.
- 1.6.3.2. Contractor shall make oral interpretation available in all languages.

- 1.6.3.3. Contractor shall assure the competence of language assistance provided by interpreters and bilingual staff.
- 1.6.3.4. Contractor shall not use family and friends to provide interpretation services except by request of the individuals or Member.
- 1.6.3.5. Contractor shall provide interpreter services for all interactions with individuals and Members when there is no Contractor staff person available who speaks a language understood by an individuals or Member.
- 1.6.3.6. Contractor shall notify individuals and Members verbally regarding the individuals or Member's right to receive the following language assistance services, as well as how to access the following language assistance services.
  - 1.6.3.6.1. Oral interpretation for any language. Oral interpretation requirements apply to all non-English languages, not just those that the state identifies as prevalent.
  - 1.6.3.6.2. Contractor shall ensure that language assistance services shall include, but are not limited to, the use of auxiliary aids such as TTY/TDY and American Sign Language.
  - 1.6.3.6.3. Contractor shall ensure that customer service telephone functions easily access interpreter or bilingual services.
- 1.6.4. Written Materials for Individuals and Members**
  - 1.6.4.1. Contractor shall ensure that all written materials it creates for distribution to individuals and Members meet all noticing requirements of 45 C.F.R. Part 92.
  - 1.6.4.2. Contractor shall ensure that all written materials it creates for distribution to individuals and Members are culturally and linguistically appropriate to the recipient.
  - 1.6.4.3. Contractor shall write all materials in easy to understand language.
- 1.6.5. Individual and Member Communications**
  - 1.6.5.1. Contractor shall maintain consistent communication, both proactive and responsive, with individuals and Members.
  - 1.6.5.2. Contractor shall assist any individuals or Member who contacts Contractor, including individuals and Members not in Contractor's Region/District who need assistance with contacting his/her SEP, CCB, RAE, or other agencies.
- 1.6.6. Individual and Member Rights**
  - 1.6.6.1. Contractor shall have written policies guaranteeing each individual and Member's right to be treated with respect and due consideration for his or her dignity and privacy.
  - 1.6.6.2. Contractor shall provide information to individuals and Members regarding their rights that include, but are not limited to:
    - 1.6.6.2.1. The right to be treated with respect and due consideration for their dignity and privacy.
    - 1.6.6.2.2. The right to participate in decisions regarding their services.
    - 1.6.6.2.3. The right to be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience or retaliation.
    - 1.6.6.2.4. The right to request and receive a copy of their records.
    - 1.6.6.2.5. The right to obtain available and accessible services under the Contract.

1.6.6.3. Contractor shall post and distribute rights to individuals, including but not limited to:

1.6.6.3.1. Individuals /Members.

1.6.6.3.2. Individuals /Member's families.

1.6.6.3.3. Providers.

1.6.6.3.4. Case Workers.

1.6.6.3.5. Stakeholders.

### **1.7. Operations Guide**

1.7.1. Contractor shall not engage in any Work under the Contract, prior to the Operational Start Date. The Department shall not be liable to Contractor for, and Contractor shall not receive, any payment for any period prior to the Operational Start Date under this Contract.

1.7.2. Contractor shall create and implement an Operations Guide. The Operations Guide shall include the creation and management of the following:

1.7.2.1. Communication Plan.

1.7.2.2. Business Continuity Plan.

1.7.2.3. Start-Up Plan.

1.7.2.4. Closeout Plan.

1.7.3. Contractor shall submit the Operations Guide to the Department for review approval, and payment.

1.7.3.1. **DELIVERABLE:** Operations Guide

1.7.3.2. **DUE:** Within 45 Business Days after the Effective Date

1.7.4. Contractor shall review its Operations Guide on an annual basis and determine if any modifications are required to account for any changes in the Work, in the Department's processes and procedures or in Contractor's processes and procedures and update the Guide as appropriate to account for any changes. Contractor shall submit an Annual Operations Guide Update that contains all changes from the most recently approved prior Operations Guide or Annual Operations Guide Update or shall note that there were no changes. If changes were made to the Operations Guide, Contractor shall also compile and submit a summary of all changes to the Department.

1.7.5. Contractor shall submit the Annual Operations Guide Update and Summary to the Department for review, approval, and payment.

1.7.5.1. **DELIVERABLE:** Annual Operations Guide Update and Summary

1.7.5.2. **DUE:** Annually, by August 15th

1.7.6. The Operational Start Date shall not occur until Contractor has completed all requirements of the Operations Guide, unless the Department provides written approval otherwise.

### **1.8. Communication with Members, Providers, and Other Entities**

1.8.1. Contractor shall create a Communication Plan that includes, but is not limited to, all of the following:

1.8.1.1. A description of how Contractor will communicate to Members any changes to the services those Members will receive or how those Members will receive the services.

- 1.8.1.2.A description of the communication methods, including things such as email lists, newsletters and other methods, that Contractor will use to communicate with Providers and Subcontractors.
- 1.8.1.3.The specific means of immediate communication with Members and a method for accelerating the internal approval and communication process to address urgent communications or crisis situations.
- 1.8.1.4.A general plan for how Contractor will address communication deficiencies or crisis situations, including how Contractor will increase staff, contact hours or other steps Contractor will take if existing communication methods for Members or Providers are insufficient.
- 1.8.1.5.A listing of the following individuals within Contractor's organization, including cell phone numbers and email addresses:
  - 1.8.1.5.1. An individual who is authorized to speak on the record regarding the Work, the Contract or any issues that arise that are related to the Work.
  - 1.8.1.5.2. An individual who is responsible for any website or marketing related to the Work.
  - 1.8.1.5.3. Back-up communication staff that can respond in the event that the other individuals listed are unavailable.
    - 1.8.1.5.3.1. An outline of the process for Contractor's communication, timely responses and emergency protocols in the event there is a natural disaster or Pandemic.
    - 1.8.1.5.3.1.1. Communication Plan shall include steps for responding to the Department, provider agencies, members and community organizations in the event there is a natural disaster or Pandemic.

## **1.9.Business Continuity Plan**

- 1.9.1. Contractor shall create a Business Continuity Plan that Contractor will follow in order to continue operations during and after a Business Interruption to include but not limited to a Disaster, Pandemic, power outage, strike, loss of necessary personnel, or computer virus. The Business Continuity Plan shall include, but is not limited to, all of the following:
  - 1.9.1.1.The essential services and functions provided by Contractor.
  - 1.9.1.2.The lead person and response team responsible for implementing the business continuity plan, individual/team roles, and contact information.
  - 1.9.1.3.How emergency responses procedures will be implemented and who will activate the business continuity plan.
  - 1.9.1.4.How Contractor will implement a flexible work plan that includes social distancing, hygiene etiquette, cancellation of non-essential activities, closure of buildings, and/or relocation to alternative facilities.
  - 1.9.1.5.How Contractor will address training personnel, preparing equipment, and backup systems.
  - 1.9.1.6.How Contractor will address budget and finance mechanisms to ensure financing of essential services.
  - 1.9.1.7.How Contractor will ensure necessary supplies and equipment are available to maintain essential services.



- 1.9.1.8. How Contractor will replace staff that are lost or unavailable during or after a Business Interruption so that the Work is performed in accordance with the Contract.
- 1.9.1.9. How Contractor will manage employees who are exposed to a Pandemic related illness or are suspected to be ill or become ill at a worksite, such as infection control response and immediate mandatory sick leave.
- 1.9.1.10. How Contractor will ensure or enhance communication and information technology infrastructure to support tele-commuting.
- 1.9.1.11. How Contractor will back-up all information necessary to continue performing the Work remotely, so that no information is lost because of a Business Interruption.
- 1.9.1.11.1. In the event of a Disaster, the plan shall also include how Contractor will make all information available at its back-up facilities.
- 1.9.1.12. How Contractor will maintain complete back-up copies of all data, databases, operating programs, files, systems, and software pertaining to enrollment information at a Department-approved, off-site location.
- 1.9.1.13. How Contractor will minimize the effects on Members of any Business Interruption to include how Contractor will notify members of closures and cancellations.
- 1.9.1.14. How Contractor will communicate with the Department during the Business Interruption and points of contact within Contractor's organization the Department can contact in the event of a Business Interruption.
- 1.9.1.15. How Contractor will transition from in person meetings to conference calls or other virtual platforms or cancel or delay meetings as necessary.
- 1.9.1.16. Planned long-term back-up facilities out of which Contractor can continue operations after a Disaster.
- 1.9.1.17. The time period it will take to transition all activities from Contractor's regular facilities to the back-up facilities after a Disaster.
- 1.9.1.18. How Contractor will prepare necessary internal staff for implementing the business continuity plan, which may include tests, drills, or training annually and revising the plan based on lessons learned.
- 1.9.1.19. How Contractor will identify and engage with external organizations to help the community, such as sharing best practices and sharing timely and accurate information about a Business Interruption.
- 1.9.1.20. How Contractor will implement steps to return to normal after a Business Interruption.

#### **1.10. Closeout Plan**

- 1.10.1. Contractor shall create a Closeout Plan that describes all requirements, steps, timelines, milestones, and Deliverables necessary to fully transition the services described in the Contract from Contractor to the Department or to another contractor selected by the Department to be Contractor after the termination of the Contract.
- 1.10.1.1. The Closeout Plan shall include, but is not limited to:
  - 1.10.1.1.1. Transfer of Individuals and Members
  - 1.10.1.1.2. Transfer of documentation to include all electronic and physical documentation.

- 1.10.1.1.3. Transfer of all Individuals and Member records through the Department Case Management Systems.
- 1.10.1.1.4. Transfer of services
  - 1.10.1.1.4.1. Transfer of Case Management Services
- 1.10.1.2. The Closeout Plan shall also designate an individual to act as a closeout coordinator who will ensure that all requirements, steps, timelines, milestones, and deliverables contained in the Closeout Plan are completed and work with the Department and any other contractor to minimize the impact of the transition on individuals and Members and the Department.
  - 1.10.1.2.1. Contractor shall ensure all policy, procedures, training, and appeals information are transferred to the Department.
- 1.10.1.3. Contractor shall deliver the Closeout Plan to the Department for review and approval.
- 1.10.2. Contractor shall be ready to perform all Work by the Operational Start Date.
- 1.10.3. In the event Contractor is required to implement their Closeout Plan, Contractor shall provide weekly updates to the Department demonstrating compliance and progression to toward meeting the milestones described herein and in the approved Closeout Plan.

#### **1.11. Closeout Period**

- 1.11.1. During the Closeout Period, Contractor shall complete all of the following:
  - 1.11.1.1. Implement the most recent Closeout Plan or Closeout Plan Update as approved by the Department in the Operations Guide, as described herein and complete all steps, Deliverables and milestones contained in the most recent Closeout Plan or Closeout Plan Update that has been approved by the Department.
  - 1.11.1.2. Provide to the Department, or any other contractor at the Department's direction, all reports, data, systems, Deliverables and other information reasonably necessary for a transition as determined by the Department or included in the most recent Closeout Plan or Closeout Plan Update that has been approved by the Department.
  - 1.11.1.3. Ensure that all responsibilities under the Contract have been transferred to the Department, or to another contractor at the Department's direction, without significant interruption.
  - 1.11.1.4. Notify any Subcontractors of the termination of the Contract, as directed by the Department.
  - 1.11.1.5. Notify all Members that Contractor will no longer be the SEP as directed by the Department. Contractor shall create these notifications and deliver them to the Department for approval. Once the Department has approved the notifications, Contractor shall deliver these notifications to all Members, but in no event shall Contractor deliver any such notification prior to approval of that notification by the Department.
    - 1.11.1.5.1. **DELIVERABLE:** Member Notifications
    - 1.11.1.5.2. **DUE:** 90 days prior to termination of the Contract
  - 1.11.1.6. Continue meeting each requirement of the Contract as described in the Department-approved and updated Closeout Plan, or until the Department determines that specific requirement is being performed by the Department or another contractor, whichever is

sooner. The Department will determine when any specific requirement is being performed by the Department or another contractor, and will notify Contractor of this determination for that requirement.

- 1.11.1.7. The Closeout Period may extend past the termination of the Contract. The Department will perform a closeout review to ensure that Contractor has completed all requirements of the Closeout Period. If Contractor has not completed all of the requirements of the Closeout Period by the date of the termination of the Contract, then any incomplete requirements shall survive termination of the Contract.

#### **1.12. Performance Reviews**

- 1.12.1. The Department may conduct desk reviews and/or on-site performance reviews or evaluations of Contractor in relation to the Work performed under the Contract.
- 1.12.2. The Department may work with Contractor in the completion of any performance reviews or evaluations or the Department may complete any or all performance reviews or evaluations independently, at the Department's sole discretion.
- 1.12.3. Contractor shall provide all information necessary for the Department to complete all performance reviews or evaluations, as determined by the Department, upon the Department's request. Contractor shall provide this information regardless of whether the Department decides to work with Contractor on any aspect of the performance review or evaluation.
- 1.12.4. Contractor shall provide all documentation requested by the Department to complete the performance review using the Department's identified process within ten (10) Business Days of the Department request. All documentation must be compiled in the Department's prescribed manner to ensure a time efficient review.
- 1.12.5. The Department may conduct these performance reviews or evaluations at any point during the term of the Contract, or after termination of the Contract for any reason.
- 1.12.6. The Department may make the results of any performance reviews or evaluations available to the public, or may publicly post the results of any performance reviews or evaluations.
- 1.12.7. The Department may recoup funding as a result of any performance review or evaluation where payment was rendered for services not complete or not in alignment with federal and/or state regulations or this Contract.

#### **1.13. Renewal Options and Extensions**

- 1.13.1. The Department may, within its sole discretion, choose to not exercise any renewal option in the Contract for any reason. If the Department chooses to not exercise an option, it may reprocure the performance of the Work in its sole discretion.
- 1.13.2. The Parties may amend the Contract to extend beyond five years, in accordance with the Colorado Procurement Code and its implementing rules, in the event that the Department determines the extension is necessary to align the Contract with other Department contracts, to address state or federal programmatic or policy changes related to the Contract, or to provide sufficient time to transition the Work.

#### **1.14. Department System Access**

- 1.14.1. In the event that Contractor requires access to any Department computer system to complete the Work, Contractor shall have and maintain all hardware, software, and

interfaces necessary to access the system without requiring any modification to the Department's system. Contractor shall follow all Department policies, processes, and procedures necessary to gain access to the Department's systems.

- 1.14.2. Contractor shall be responsible for any costs associated with obtaining and maintaining access to systems needed to perform the Work under this solicitation, as determined by the Department. The Department will not reimburse Contractor for any costs associated with obtaining and maintaining access to Department systems.

#### **1.15. Provider Fraud**

- 1.15.1. Contractor shall notify the Department and the Colorado Medicaid Fraud Control Unit of the Colorado Department of Law (MFCU) if it identifies or suspects possible Provider Fraud as a result of any activities in its performance of this Contract.
- 1.15.2. Upon identification or suspicion of possible Provider Fraud, Contractor shall complete Contractor Suspected Fraud Written Notice Form provided by the Department.
- 1.15.3. For each incident of identified or suspected Provider Fraud, Contractor shall provide all of the following, at a minimum:
  - 1.15.3.1. Written documentation of the findings.
  - 1.15.3.2. Information on any verbal or written reports.
  - 1.15.3.3. All details of the findings and concerns, including a chronology of Contractor actions which resulted in the reports, in a format agreed to by the Department.
  - 1.15.3.4. Information on the identification of any affected claims that have been discovered.
  - 1.15.3.5. Any claims data associated with its report (in a mutually agreed upon format, if possible).
  - 1.15.3.6. Any additional information as required by the Department.
- 1.15.4. For each incident of identified or suspected Provider Fraud, Contractor shall deliver the completed Contractor Suspected Fraud Written Notice Form to the Department and the MFCU.
  - 1.15.4.1. **DELIVERABLE:** Completed Contractor Suspected Fraud Written Notice Form
  - 1.15.4.2. **DUE:** Within three Business Days following the initial discovery of the Fraud or suspected Fraud
- 1.15.5. Contractor shall revise or provide additional information related to Contractor Suspected Fraud Written Notice Form as requested by the Department or the MFCU.
  - 1.15.5.1. **DELIVERABLE:** Contractor Suspected Fraud Written Notice Revisions and Additional Information
  - 1.15.5.2. **DUE:** Within three Business Days following the Department's or the MFCU's request, unless the Department or MFCU provides for a different period in its request.

#### **1.16. Member Fraud**

- 1.16.1. Contractor shall notify the Department if it identifies or suspects possible Member Fraud as a result of any activities in its performance of this Contract.
- 1.16.2. Upon identification or suspicion of possible Member Fraud, Contractor shall complete Contractor Suspected Fraud Written Notice Form provided by the Department.

- 1.16.3. For each incident of identified or suspected Member Fraud, Contractor shall provide all of the following, at a minimum:
  - 1.16.3.1. All verbal and written reports related to the suspected fraud.
  - 1.16.3.2. All details of the findings and concerns, including a chronology of Contractor actions which resulted in the reports, and the Member's State ID number, and Member's date of birth if applicable.
  - 1.16.3.3. Information on the identification of any affected claims that have been discovered.
  - 1.16.3.4. Any claims data associated with its report in a format agreed to by the Department.
  - 1.16.3.5. Any additional information as required by the Department.
- 1.16.4. For each incident of identified or suspected Member Fraud, Contractor shall deliver the completed Contractor Suspected Fraud Written Notice Form to the Department at [report.clientfraud@state.co.us](mailto:report.clientfraud@state.co.us), or at such other email address as provided by the Department from time to time.
  - 1.16.4.1. **DELIVERABLE:** Completed Contractor Suspected Fraud Written Notice Form
  - 1.16.4.2. **DUE:** Within three Business Days following the initial discovery of the Fraud or suspected Fraud
- 1.16.5. Contractor shall revise or provide additional information related to Contractor Suspected Fraud Written Notice Form as requested by the Department.
  - 1.16.5.1. **DELIVERABLE:** Contractor Suspected Fraud Written Notice Revisions and Additional Information
  - 1.16.5.2. **DUE:** Within three Business Days following the Department's request, unless the Department provides for a different period in its request.

## **2. CONTRACTOR PERSONNEL**

### **2.1. Personnel General Requirements**

- 2.1.1. Contractor shall provide qualified Key Personnel and Other Personnel as necessary to perform the Work throughout the term of the Contract.
- 2.1.2. Contractor shall designate the following Key Personnel positions
  - 2.1.2.1. Administrator
    - 2.1.2.1.1. The Administrator shall be responsible for all of the following:
      - 2.1.2.1.2. Serving as Contractor's primary point of contact for the Department.
      - 2.1.2.1.3. Ensuring the completion of all Work in accordance with the Contract's requirements. This includes, but is not limited to, ensuring the accuracy, timeliness and completeness of all work.
      - 2.1.2.1.4. Ensuring the timely submission and accuracy of all Deliverables submitted to the Department.
      - 2.1.2.1.5. Overseeing all other Key Personnel and Other Personnel and ensuring proper staffing levels throughout the term of the Contract.
  - 2.1.2.2. Case Management Supervisor(s)

- 2.1.2.2.1. Contractor's Case Management Supervisor(s) shall meet all of the qualifications listed in 10 C.C.R. 2505-10, Section 8.393.1.L.1.d et seq.
- 2.1.2.3. Other Personnel
- 2.1.2.4. Contractor shall have at least one Case Manager and one receptionist/clerical. Contractor shall have additional Case Manager(s) and Support Staff as necessary to complete the Work.
- 2.1.2.5. Contractor's Case Manager(s) shall meet all of the qualifications listed in 10 C.C.R. 2505-10, Section 8.393.1.L.1.d et seq.
- 2.1.3. Contractor shall provide the Department with a final list of Key Personnel assigned to the Contract and appropriate contact information for those individuals.
- 2.1.3.1. **DELIVERABLE:** Key Personnel assigned to the Contract
- 2.1.3.2. **DUE:** Within five Business Days after the Effective Date
- 2.1.4. Contractor shall provide the Department with a final list of individuals assigned to the Contract and appropriate contact information for those individuals.
- 2.1.4.1. **DELIVERABLE:** Final list of names of the individuals assigned to the Contract
- 2.1.4.2. **DUE:** Within five Business Days after the Effective Date
- 2.1.5. Contractor shall update this list as needed to account for changes in the individuals assigned to the Contract.
- 2.1.5.1. **DELIVERABLE:** Updated list of names of the individuals assigned to the Contract
- 2.1.5.2. **DUE:** Within five Business Days after changes to the individuals assigned to the Contract are identified by Contractor.

## **2.2. Background Checks**

- 2.2.1. Contractor shall conduct background checks on all new applicants for positions in which direct care, as defined in section §26.3.1.101(3.5), C.R.S. will be provided to an at-risk adult, as defined in section §26-3.1-101 (1.5), C.R.S to include at a minimum a Colorado Bureau of Investigation check. On and after January 1, 2019, prior to employment, a Single Entry Point agency shall submit the name of a person who will be providing direct care, to an at-risk adult, as well as any other required identifying information, to the Colorado Department of Human Services for a check of the Colorado Adult Protective Services data system pursuant to section §26-3.1-111, C.R.S. to determine if the person is substantiated in a case of mistreatment of an at-risk adult.
- 2.2.2. Contractor shall not permit any individual proposed for assignment to Key Personnel positions to perform any Work prior to the Department's approval of that individual to be assigned as Key Personnel.
- 2.2.3. If any of Contractor's Key Personnel or Other Personnel are required to have and maintain any professional licensure or certification issued by any federal, state or local government agency, then Contractor shall submit copies of such current licenses and certifications to the Department.
- 2.2.3.1. **DELIVERABLE:** A copy of all current professional licensure and certification documentation as specified for Key Personnel or Other Personnel

2.2.3.2.**DUE:** Within five Business Days of receipt of updated licensure or upon request by the Department

### **2.3.Personnel Availability**

- 2.3.1. Contractor shall ensure Key Personnel and Other Personnel assigned to the Contract are available for meetings with the Department during the Department's normal business hours, as determined by the Department. Contractor shall also make these personnel available outside of the Department's normal business hours and on weekends with prior notice from the Department.
- 2.3.2. Contractor's Key Personnel and Other Personnel shall be available for all regularly scheduled meetings between Contractor and the Department, unless the Department has granted prior written approval otherwise.
- 2.3.3. Contractor shall ensure that the Key Personnel and Other Personnel attending all meetings between the Department and Contractor have the authority to represent and commit Contractor regarding work planning, problem resolution and program development.
- 2.3.4. At the Department's direction, Contractor shall make its Key Personnel and Other Personnel available to attend meetings as subject matter experts with stakeholders both within the State government and external private stakeholders.
- 2.3.5. All of Contractor's Key Personnel and Other Personnel that attend any meeting with the Department or other Department stakeholders shall be physically present at the location of the meeting, unless the Department provides telephone or video conferencing capabilities. If Contractor has any personnel attend by telephone or video conference, Contractor shall provide all additional equipment necessary for attendance, including any virtual meeting space or telephone conference lines.
- 2.3.6. Contractor shall respond to all telephone calls, voicemails, and emails two Business Days of receipt by Contractor, unless the situation is identified as urgent by the Department. For situations identified as urgent by the Department, Contractor must respond to the Department the same business day but no later than 24 hours following the request.

### **2.4.Other Personnel Responsibilities**

- 2.4.1. Contractor shall use its discretion to determine the number of Other Personnel necessary to perform the Work in accordance with the requirements of this Contract. If the Department determines that Contractor has not provided sufficient Other Personnel to perform the Work in accordance with the requirements of this Contract, Contractor shall provide all additional Other Personnel necessary to perform the Work in accordance with the requirements of this Contract at no additional cost to the Department.
- 2.4.2. Contractor shall ensure that all Other Personnel have sufficient training and experience to complete all portions of the Work assigned to them. Contractor shall provide all necessary training to its Other Personnel, except for Department provided training specifically described in this Contract.
- 2.4.3. Contractor shall employ or contract with a licensed medical professional who will be available for consultation regarding Long Term Home Health (LTHH) PARs for Members.
- 2.4.4. Contractor may subcontract to complete a portion of the Work required by the Contract. The conditions for using a Subcontractor or Subcontractors are as follows:

- 2.4.4.1. Contractor shall not subcontract more than 40% percent of the Work. In this instance this requirement shall not apply to any Subcontractor that is substantially owned by Contractor.
- 2.4.4.2. Contractor shall provide the organizational name of each Subcontractor and all items to be worked on by each Subcontractor to the Department.
- 2.4.4.2.1. **DELIVERABLE:** Name of each Subcontractor and items on which each Subcontractor will work
- 2.4.4.2.2. **DUE:** Within five Business Days after the Effective Date. The later of 30 days prior to the subcontractor beginning work or the Effective Date.
- 2.4.5. Contractor shall obtain prior consent and written approval for any use of Subcontractor(s).

EXHIBIT END



## EXHIBIT D, SUPPLEMENTAL PROVISIONS FOR FEDERAL AWARDS

For the purposes of this Exhibit only, Contractor is also identified as "Subrecipient." This Contract has been funded, in whole or part, with an award of Federal Funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Award and the FFATA Supplemental Provisions (if any), the FFATA Supplemental Provisions shall control.

### 1 Federal Award Identification

- A. Subrecipient: Prowers County Board of County Commissioners;
- B. Subrecipient Data Universal Numbering System (DUNS) Number: 014854343;
- C. The Federal Award Identification Number (FAIN): 1805CO5ADM;
- D. The Federal Award date is: July 1, 2022;
- E. The subaward period of performance start date is July 1, 2022 and the end date is June 30, 2024;
- F. Federal Funds:

| Contract or Fiscal Year | Amount of Federal Funds obligated by this Contract | Total amount of Federal Funds obligated to the Subrecipient | Total amount of the Federal Award       |
|-------------------------|--|---|---|
| FY2022-23               | To Be Determined, Dependent on Caseload            | To Be Determined, Dependent on Caseload                     | To Be Determined, Dependent on Caseload |

G. Federal Award project description: To secure case management, associated utilization review services, and other administrative activities for applicants and individuals of the Home and Community Based Services Waiver for Persons with Brain Injury (HCBS-BI), Home and Community Based Services Waiver for Persons who are Elderly, Blind and Disabled (HCBS-EBD), Community Mental Health Supports Waiver (HCBS-CMHS), Home and Community Based Service Complementary and Integrative Health Waiver (HCBS-CIH)), Waiver for Children with a Life Limiting Illness (HCBS-CLLI), Program for All-Inclusive Care for the Elderly (PACE).

H. Contractor was selected by the State in accordance with Colorado Revised Statute (C.R.S.) Title 25.5, Article 10.

I. The name of the Federal awarding agency is the United States Centers for Medicare & Medicaid Services (CMS); the name of the pass-through entity is the Colorado Department of Health Care Policy & Financing (HCPF); and the contact information for the awarding official is Sarah McDonnell, SEP Contract Manager, Office of Community Living, 1570 Grant Street, Denver, CO 80203, [Sarah.McDonnell@state.co.us](mailto:Sarah.McDonnell@state.co.us), 303-866-3615.

J. The Catalog of Federal Domestic Assistance (CFDA) number is 93.778, the name is Medical Assistance Program, and the dollar amount is To Be Determined, Dependent on Caseload.

K. This award is not for research & development.

L. The indirect cost rate for the Federal Award (including if the de minimis rate is charged per 2 CFR 200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and HCPF cost allocation plan.

EXHIBIT END

# **PROWERS COUNTY AGENDA ITEM REQUEST FORM**

**Hearing Date Requested:** 2-7-2023

**Submitter:** Meagan Hillman, PHEV Director

**Submitted to the County Administration Office on:** 2-1-2023

**Return Originals to:** 1

**Number of originals to return to Submitter:** 1

**Contract Due Date:**

**Item Title/Recommended Board Action:**

Consider approval of Amendment #6 to Original Contract 20 IHIA 129471 between State of Colorado Department of Early Childhood and Prowers County Public Health and Environment Current Contract Expiration Date June 30, 2023, authorizing Meagan Hillman, PHEV Director to Execute the Document Electronically.

**Justification or Background:** Annual approval

**Fiscal Impact:** This item is budgeted in the following account code:

**County:** \$ \_\_\_\_\_

**Federal:** \$ \_\_\_\_\_

**State:** \$ \_\_\_\_\_

**Other:** \$ \_\_\_\_\_

**Approved by the County Attorney on:** 2-1-23



## CONTRACT AMENDMENT #6

### SIGNATURE AND COVER PAGE

|   |  |
|---|--|
| <b>State Agency</b><br>Colorado Department of Early Childhood<br>1575 Sherman Street, 1 <sup>st</sup> Floor<br>Denver, CO 80203   | <b>Original Contract Number</b><br>20 IHIA 129471  |
| <b>Contractor</b><br>Prowers County Public Health and Environment<br>1001 South Main Street<br>Lamar, CO 81052  | <b>Amendment Contract Number</b><br>23 QAAA 181137   |
| <b>Current Contract Maximum Amount</b><br>Initial Term<br>State Fiscal Year 2020 \$635,867*<br>*An appropriation for NHVP General Accounting Encumbrance (GAE) is hereby added to this contract in the amount of \$190,000, subject to appropriated funds which is split among other NHVP vendors. See Exhibit C: Section 12. NHVP General Accounting Encumbrance (GAE).<br><br>Extension Terms<br>State Fiscal Year 2021 \$623,788*<br>*An appropriation for NHVP General Accounting Encumbrance (GAE) is hereby added to this contract in the amount of \$70,000, subject to appropriated funds which is split among other NHVP vendors. See Exhibit C: Section 12. NHVP General Accounting Encumbrance (GAE).<br><br>State Fiscal Year 2022 \$569,643*<br>*An appropriation for NHVP General Accounting Encumbrance (GAE) is hereby added to this contract in the amount of \$140,000, subject to appropriated funds which is split among other NHVP vendors. See Exhibit C: Section 12. NHVP General Accounting Encumbrance (GAE).<br><br>State Fiscal Year 2023 \$608,888*<br>*An appropriation for NHVP General Accounting Encumbrance (GAE) is hereby added to this contract in the amount of \$70,000, subject to appropriated funds which is split among other NHVP vendors. See Exhibit C: Section 11. NHVP General Accounting Encumbrance (GAE).<br><br>Total for All State Fiscal Years \$2,438,186 | <b>Contract Performance Beginning Date</b><br>July 1, 2019<br><br><b>Current Contract Expiration Date</b><br>June 30, 2023 |

**Signature Page begins on next page →**



**THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT**

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

|  |   |
|--|---|
| <p><b>CONTRACTOR</b><br/>Prowers County Public Health and Environment</p> <p>By: Meagan L Hillman, PA-C, MBA<br/>Director</p> <p>Date: _____</p>   | <p><b>STATE OF COLORADO</b><br/>Jared Polis, Governor<br/>Colorado Department of Early Childhood<br/>Lisa Roy, Ed.D., Executive Director</p> <p>By: Lisa Castiglia, Director of Finance Operations</p> <p>Date: _____</p> |
| <p>In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p><b>STATE CONTROLLER</b><br/><b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____<br/>Andrea Eurich / Toni Williamson / Telly Belton</p> <p>Amendment Effective Date: _____</p> |   |

**-- Signature and Cover Pages End --**



**1. PARTIES**

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

**2. TERMINOLOGY**

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

**3. AMENDMENT EFFECTIVE DATE AND TERM**

**A. Amendment Effective Date**

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

**B. Amendment Term**

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Contract.

**4. PURPOSE**

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

**5. MODIFICATIONS**

The Contract and all prior amendments thereto, if any, are modified as follows:

**A. Exhibit B – Budget**

Exhibit B – Amendment #6, which is attached and incorporated by this Amendment, shall replace to Exhibit B- Amendment #5 of the Original Contract.

**B. Exhibit C – Additional Provisions**

Exhibit C – Amendment #6, which is attached and incorporated by this Amendment, shall replace Exhibit C – Amendment#5 of the Original Contract

**6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE**

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



**COLORADO**

Department of Early Childhood

control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.



**Colorado Department of Early Childhood  
BUDGET WITH JUSTIFICATION FORM**

|                         |  |
|-------------------------|--|
| <b>Contractor Name</b>  | Prowers County Public Health & Environment               |
| <b>Budget Period</b>    | July 1, 2022 - June 30, 2023                             |
| <b>Project Name</b>     | Nurse Home Visitor Program                               |
| <b>Counities Served</b> | Baca, Bent, Crowley, Kiowa, Las Animas, Otero, & Prowers |

|  |   |
|--|---|
| <b>Program Contact Name, Title<br/>Phone<br/>Email</b> | Karla Work, RN, BSN Nurse Supervisor<br>719-688-8724<br>kwork@prowerscounty.net   |
| <b>Fiscal Contact Name, Title<br/>Phone<br/>Email</b>  | Tamara Nickelson, Accountant<br>719-336-8721<br>pcpheaccountant@prowerscounty.net |
| <b>Funded Caseload</b>                                 | 67  |

| Expenditure Categories  |   |                           |          |                               |                             |                                   | SFY 2023                          |                              |                              |
|---|---|---------------------------|----------|-------------------------------|-----------------------------|-----------------------------------|-----------------------------------|------------------------------|------------------------------|
| Personnel Services - Salaried Employees   |   |                           |          |                               |                             |                                   | A. Other<br>Sources of<br>Funding | B. Medicaid<br>Revenue       | C. CDEC<br>Funding<br>(NHVP) |
| Position Title  | Description of Work and<br>Fringe Benefits Include  | Gross or Annual<br>Salary | Fringe   | Percent of Time<br>on Project | Total Amount<br>For Project |                                   |                                   |                              |                              |
| <b>Individual Nursing staff salary not to exceed \$86,538 (A Contract Amendment is required if any additional funds are added to the total contract amount)</b> |   |                           |          |                               |                             |                                   |                                   |                              |                              |
| Nursing Staff includes 1 Nurse Supervisors and 3 Nurse Home Visitors  | Overall Program Implementation and home visiting service delivery   |                           |          |                               | \$340,453                   | \$0                               | \$25,571                          | \$314,882                    |                              |
| <b>Non Nursing Staff</b>  |   |                           |          |                               |                             |                                   |                                   |                              |                              |
| Admin Support/Data Entry  | Administrative Assistant. Fringe benefits include: FICA, Health Ins., Vision Ins., Life Ins. & 5% Matching Retirement   | \$34,306                  | \$14,964 | 100%                          | \$49,271                    | \$0                               | \$0                               | \$49,271                     |                              |
| Bilingual Aide  | Bilingual Aide. Fringe benefits include: FICA, Health Ins., Vision Ins., Life Ins. & 5% Matching Retirement   | \$31,140                  | \$11,979 | 14%                           | \$6,037                     | \$0                               | \$0                               | \$6,037                      |                              |
| <b>1. Total Personnel Services (including fringe benefits)</b>  |   |                           |          |                               | <b>\$395,761</b>            | <b>\$0</b>                        | <b>\$25,571</b>                   | <b>\$370,190</b>             |                              |
| Supplies & Operating Expenses   |   |                           |          |                               |                             |                                   | SFY 2023                          |                              |                              |
| Item  | Description of Item   |                           |          |                               |                             | A. Other<br>Sources of<br>Funding | B. Medicaid<br>Revenue            | C. CDEC<br>Funding<br>(NHVP) |                              |
| Office Operating Expenses (i.e. supplies)   | This includes paper, ink, pens, paper clips, file folders, traveling folders and general office supplies necessary to support the implementation of the program.  |                           |          |                               |                             | \$0                               | \$0                               | \$9,361                      |                              |
| Client Support Materials  | Items that augment the program curriculum and help the client's assimilation of knowledge regarding material. This includes books, object lesson materials, folders and other supplies. Items donated to SENFP for clients including baby supplies, calendars, personal hygiene, books, and additional items. |                           |          |                               |                             | \$0                               | \$0                               | \$8,315                      |                              |
| Printing & Publications   | Forms needed to implement the program as well as use of media to increase community awareness in service area.  |                           |          |                               |                             | \$0                               | \$0                               | \$4,200                      |                              |
| Postal & Shipping Services  | For nurses to mail their data and other materials each week to the Supervisor and Support staff. Also for mailing cards, letters, information to clients.   |                           |          |                               |                             | \$0                               | \$0                               | \$3,000                      |                              |



| Item   | Description of Item   | A. Other Sources of Funding | B. Medicaid Revenue         | C. CDEC Funding (NHVP) |                        |
|--|---|-----------------------------|-----------------------------|------------------------|------------------------|
| Communications (cellular, network services)    | Includes in-house long distance as well as wireless devices for wi fi and cell phones for the nurses.   | \$0                         | \$0                         | \$10,720               |                        |
| Medical Supplies                               | Include replacement stethoscopes, ear probes, blood pressure cuffs, etc. These items are used for physical assessments of the mother and child.   | \$0                         | \$0                         | \$5,025                |                        |
| Technology (laptops, computers, tablets)       | To maintain & replace computers and software as needed to efficiently implement the NFP program. The NSO is using E-Facilitators which require NHV to use an electronic device during their visits. Tablets are needed by nurses to efficiently implement the NFP program. Upgrading current tablets for 4 nurses.  | \$0                         | \$0                         | \$7,520                |                        |
| Rent, Maintenance, Utilities (If not included) | The NFP related costs of rent, maintenance & utilities costs based on square footage allocated to Nurse Home Visiting.  | \$0                         | \$0                         | \$13,313               |                        |
| Community Coalition                            | Essential for maintaining the fidelity of the program. The coalition must meet 4 times per year and currently the meetings are over the lunch hour and we provide the lunch. We have better participation by holding this meeting over lunch. Some of the members drive over 1 hour to attend the meeting and providing lunch is a small way to show our gratitude for their service. | \$0                         | \$0                         | \$1,200                |                        |
| IT Support Repair                              | The NFP related costs of our IT service provider for computers, laptops, tablets, printers, and copier costs allocated to Nurse Home Visiting. This equipment is essential to maintain fidelity of the program and provide quality services to clients. Based on formula county uses for IT services for employee and IT devices.   | \$0                         | \$0                         | \$12,000               |                        |
| Insurance/Workers Comp/Liability/Auto          | The NFP related costs of our liability and worker's comp insurance costs allocated to Nurse Home Visiting.  | \$0                         | \$0                         | \$944                  |                        |
| Client Support-Baby Items, books, food, etc.   | Items donated to SENFP for clients including baby supplies, calendars, personal hygiene, books, etc.  | \$250                       | \$0                         | \$1,363                |                        |
| 2. Total Supplies & Operating Expenses         |   | \$250                       | \$0                         | \$76,961               |                        |
| Training and Technical Assistance              |   | SFY 2023                    |                             |                        |                        |
| Item   | Description of Item   | Total                       | A. Other Sources of Funding | B. Medicaid Revenue    | C. CDEC Funding (NHVP) |
| Program Support Fee- All Teams                 | NSO Annual Program Support Fee For All Teams  | \$18,924                    | \$0                         | \$0                    | \$18,924               |
| NSO Education Fees                             | Required NSO fees for new nurses, supervisors and/or administrators   | \$10,437                    | \$0                         | \$0                    | \$10,437               |
| Dance Education & Licensing                    | Required Dance licencing, education & PIPE fees   | \$1,375                     | \$0                         | \$0                    | \$1,375                |
| Professional Development                       | All other professional development for NHVP team  | \$2,400                     | \$0                         | \$0                    | \$2,400                |
| 3. Total Training and Technical Assistance     |   | \$33,136                    | \$0                         | \$0                    | \$33,136               |
| Travel   |   | SFY 2023                    |                             |                        |                        |
| Item   | Description of Item   | A. Other Sources of Funding | B. Medicaid Revenue         | C. CDEC Funding (NHVP) |                        |
| Visit Outreach Mileage                         | Outreach mileage is necessary for nurses to travel to client locations throughout the region. Baca, Bent, Crowley, Kiowa, Las Animas, Otero, & Prowers Counties   | \$0                         | \$0                         | \$58,547               |                        |
| Travel to Attend Required Training             | Necessary for the supervisor to attend mandatoy state meeting and trainings. mandatory Joint Visit Observations by supervisor w/NHV to various counties served. Also includes travel for NHV to serve Las Animas County clients & CLC for one nurse.  | \$0                         | \$0                         | \$11,229               |                        |
| 5. Total Travel                                |   | \$0                         | \$0                         | \$69,776               |                        |

| Contractors/Consultants (payments to third parties or entities)   |   | SFY 2023                    |                     |                        |
|---|---|-----------------------------|---------------------|------------------------|
| Name  | Description of Item                                   | A. Other Sources of Funding | B. Medicaid Revenue | C. CDEC Funding (NHVP) |
|   | No costs in this category shall be reimbursed by CDEC | \$0                         | \$0                 | \$0                    |
| 6. Total Contractors/Consultants  |   | \$0                         | \$0                 | \$0                    |
| TOTAL DIRECT COSTS (MTDC)   |   | \$250                       | \$25,571            | \$550,063              |
| MODIFIED TOTAL DIRECT COSTS (MTDC)  |   | \$250                       | \$25,571            | \$517,826              |
| Indirect Costs<br>[not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached] |   | SFY 2023                    |                     |                        |
| Item  | Description of Item                                   | A. Other Sources of Funding | B. Medicaid Revenue | C. CDEC Funding (NHVP) |
| State Federal Indirect cost rate  | Rate Based on MTDC                                    | 11.36%                      | \$0                 | \$0                    |
| Total Indirect  |   | \$0                         | \$0                 | \$58,825               |
| TOTAL   |   | \$250                       | \$25,571            | \$608,888              |

\*Figures are rounded using basic accounting standards. [0.00-0.49 = 0; 0.50-0.99 = 1.0]



## **ADDITIONAL PROVISIONS**

### **1. SERVICE PROVISIONS**

The Contractor shall provide the services according to the plans submitted in the "Statement of Work", attached and incorporated herein by this reference as **EXHIBIT A**. In all cases, the descriptions, plans, timetables, tasks, duties, and responsibilities of the Contractor as described in the Statement of Work, shall be adhered to in the performance of the requirements of this contract. In the event of a conflict, the terms and conditions of this contract shall control over the Statement of Work. Any significant changes to the Statement of Work (SOW) require an amendment to the contract.

### **2. GOALS AND OBJECTIVES**

The Contractor shall be responsible for the achievement of any goals and objectives as specified within the Statement of Work (**EXHIBIT A**) of this contract unless written notice of any modifications are furnished by the State to the Contractor allowing adequate time for compliance during the term of this contract.

### **3. COPY OF SUBCONTRACT**

The Contractor shall provide to the State a copy of any executed subcontract between the Contractor and any provider of services to fulfill any requirements of this contract. Subcontracts shall be emailed to the Contract Representative upon execution.

### **4. PAYMENT**

In consideration of the provision of services and reporting and subject to all payment and price provisions and further subject to verification by the State of full and satisfactory compliance with the terms of this contract, the State shall pay to the Contractor an amount not to exceed the amount specified in the Budget (**EXHIBIT B**), of this contract.

- A.** The Contractor shall submit requests for payment to [CDEC\\_Invoicing@state.co.us](mailto:CDEC_Invoicing@state.co.us) no less than monthly on forms prescribed and provided by the State.
- B.** Payment shall be made on a cost reimbursement basis for services rendered.
- C.** It is understood any vacancy savings in the personnel category and/or any savings in any other category shall require written approval from the State prior to any redistribution of any savings by the Contractor. ANY COST SAVINGS THAT ARE REDISTRIBUTED BY CONTRACTOR WITHOUT WRITTEN APPROVAL SHALL NOT BE REIMBURSED BY THE STATE.
- D.** IT IS UNDERSTOOD ANY COSTS THAT EXCEED THE CONTRACTED AMOUNT SHALL NOT BE PAID BY CDEC. If Contractor has a legitimate need for additional funds, the Contractor shall request additional funds from the CDEC 60 days prior to projected depletion of contracted funds. CDEC shall review each request and notify Contractor in writing of approval or denial. Approval of additional funds shall require an official modification to the Contract by Amendment or Option Letter.
- E.** Timely Invoicing - Invoices shall be submitted no later than 30 days following the last day of the month. End of State Fiscal Year invoices are on a compressed timeframe. Invoices for all services provided prior to June 30th shall be invoiced by July 5th. Contractors who are unable to provide the invoice by July 5th shall notify the state of the amount to be booked as accounts payable by July 13th by sending an email to [CDEC\\_Invoicing@state.co.us](mailto:CDEC_Invoicing@state.co.us). Final invoices for services prior to June 30th shall be submitted by September 14th. Invoices received after September 14th may not be paid.

- F. The Contractor shall maintain source documentation to support all payment requested pursuant to this contract. All source documentation shall be provided to the State by the Contractor upon request.
- G. It is understood that the State reserves the right to offset funds pursuant to this contract based on the discovery of overpayment or improper use of funds by the Contractor. Overpayment or improper use of funds is interpreted to apply to specific terms of prior year contracts, and includes without limitation requirements of the Generally Accepted Accounting Principles (GAAP) issued by the American Institute of Certified Public Accountants, and applicable sections of the Colorado Revised Statutes.
- H. The State shall review monthly invoices throughout the fiscal year. If, after a number of months, the State determines the Contractor is not needing/using the funding allocated for the Contractor's work in the Contract, the State shall remove these funds from the contract budget by Option Letter for a proportional reduction of services with prior written notification to the Contractor.

## **5. PARTICIPATION**

The Contractor representative(s) is required to participate in any Department of Early Childhood sponsored meetings related to this contract.

## **6. SUPPLANTING**

Payments made to the Contractor under this contract shall supplement and not supplant other state, local or federal expenditures for services associated with this contract.

## **7. BUDGET CHANGES**

Contractor may request in writing adjustments to the direct costs in the current year budget (**EXHIBIT B**) not to exceed 10% of the total budget. Requests shall be made in the form of a written budget revision request to the appropriate program staff. Written approval for the budget revision shall be required prior to any changes to the budget related to the budget revision request. The total dollar amount of the contract budget cannot be changed as a result of the budget revision request. Budget adjustment requests over 10%, adding new expense lines, and/or changes to the total dollar amount of the budget require a formal amendment. No adjustments to the Indirect Costs portion of the budget are allowable without a formal amendment.

Contractor may request in writing up to a 5% increase to the "Gross or Annual Salary" of an individual employee if a position currently listed in the contract becomes vacant and the new incoming employee shall be hired at a higher or lower salary. No increase within the salary range is authorized without prior written approval from CDEC. Adding additional staff requires an amendment to the contract. Vacancy savings cannot be used to change salary amounts for existing personnel without an amendment. Any change to personnel requires prior written approval from CDEC staff. This process shall never change the Contract Maximum Amount. Contractor must use available unused funds from either vacancy savings or another category within the contract. The revision request may not at any time compromise the integrity of the funded program as determined by CDEC program staff.

## **8. TRAVEL**

- A. Mileage shall not exceed State mileage rate per <https://www.colorado.gov/pacific/osc/travel-fiscal-rule>.

- B. Per Diem shall not exceed State per diem rate for the area of travel per <https://www.colorado.gov/pacific/osc/travel-fiscal-rule>.
- C. Hotel rates cannot exceed any rate established for conference attendance.
- D. Usage of airfare or Out of State Travel requires pre-approval from CDEC.

## **9. CRITICAL INCIDENT REPORTING**

Within 48 hours of the occurrence of a critical incident involving any child or family and/or an on duty agency staff member of any family support program staff funded through the Department of Early Childhood (CDEC), the agency must report in writing the details of the critical incident to the CDEC Program Manager for the involved family support program. Critical incidents may include, but are not limited to, awareness of an egregious incident of abuse and/or neglect, near fatality, or fatality of any child currently enrolled in a family support program; involuntary termination of a program staff's employment; criminal allegations involving program staff and related to his/her employment; negative media attention about the family support program; any major injury or threat to the security of an agency staff member while on duty and visiting an enrolled child or family.

## **10. MANDATED REPORTING**

- A. All program staff are required by law to report suspected child abuse and neglect. Mandatory reporters must report suspected child abuse and neglect to the local county child welfare agency, the local law enforcement agency, or by calling the child abuse reporting hotline system at 1-844-CO-4KIDS (1-844-264-5437).
- B. All program staff are required to take the online mandatory reporter training on the Colorado Department of Human Services (CDHS) Child Welfare Training System: <https://www.coloradocwts.com/mandated-reporter-training>.

## **11. GENERAL ACCOUNTING ENCUMBRANCE (GAE)**

- A. Nurse Home Visitor General Accounting Encumbrance (NHVP-GAE) shall be utilized as follows:
  - i. Nurse Family Partnership (NFP) training costs, often sites experience staff turnover in a fiscal year and they will be permitted to use the GAE to cover costs of NFP required training that was not included in their budget.
  - ii. Travel costs associated with NFP training. For example, if a site hires a new Nurse Home Visitor, and this staff member is required to attend NFP orientation, the site will be able to bill the GAE for the training registration and travel expenses for the training. Travel costs may include mileage, hotel accommodations and per diem for the staff member attending the training.
  - iii. Operational items not included in their budget such as cell phones, tablets, laptops. Due to staff turnover, sites are to not include potential operational item expenses in their budgets, but rather utilize the GAE in order to purchase necessary items for new staff.
  - iv. Transition salaries to pay new staff during the overlap with the staff member leaving in order to provide time for adequate training. Once the original staff member leaves, the new staff member's salary would be paid against the existing line in their budget.

- v. Translation and interpretation services to serve clients who are deaf or hard of hearing, and those whose primary language is not English.
- B. Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.
- C. Invoices shall be submitted separately for pre-approved expenditures.
  - i. The Contractor shall submit requests for payment to [CDEC\\_Invoicing@state.co.us](mailto:CDEC_Invoicing@state.co.us).

## **12. GIFT CARDS**

The Distribution of Gift Cards, where applicable, shall adhere to the following:

- A. The contractor agency must have a written Gift Card Distribution Policy in place and this plan must be approved by the Department of Early Childhood before gift cards may be purchased. The policy must include maintaining an audit log of gift card purchases and disbursements and a process for routine reconciliations.
- B. The contractor agency's gift card policy must ensure that gift cards cannot be redeemed for cash and must restrict the recipient from using gift cards for alcohol, firearms, tobacco, lottery tickets, or entertainment.
- C. Gift Cards must be distributed to recipients within five (5) business days of purchase.
- D. Gift Cards should be given at the conclusion of an event or upon completion of an activity or milestone.
- E. Contractor agency staff shall have recipients sign a form that includes the following: Date, Name of Gift Card Recipient, Purpose of Gift Card, Signature of Gift Card recipient acknowledging receipt of Gift Card and Gift Card Amount.
- F. The contractor cannot request reimbursement for the cost of gift cards until distribution of the gift cards has been made to recipients. Additionally, the contractor must maintain adequate documentation to show a record of all gift card distributions.
- G. The contractor shall be held responsible for inappropriate use of gift cards.

## **13. SAM.gov Requirement for State Funded Contracts**

- A. Individuals who are excluded from participation in federal health care programs are also prohibited from participating in federal government procurement and non-procurement programs according to title 2 of the Code of Federal Regulations (CFR) § 376.147 and 42 CFR part 1001, which clarifies that this applies to individuals and entities.
- B. Any individual or entity excluded from participation in Medicare, Medicaid, and other Federal health care programs under Title XI of the Social Security Act, 42 U.S.C. 1320a-7, 1320a-7a, 1320c-5, or 1395ccc, and implementing regulation at 42 CFR part 1001, will be subject to the prohibitions against participating in covered transactions, as set forth in this part and part 180, and is prohibited from participating in all Federal Government procurement programs and non-procurement programs.
- C. Contractor shall have a formal written policy regarding SAM.gov checks for all staff upon hiring and not less than annually including procedures for maintaining records of the evidence of this check.