

**PROWERS COUNTY, COLORADO BOARD OF COMMISSIONERS
TUESDAY, APRIL 28, 2026**

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

8:00 a.m. Board of Human Services, Lanie Meyers-Mireles

8:30 a.m. Board of Health, Meagan Hillman

WORK SESSION

9:00 a.m. Meagan Hillman, Public Health & Environment Director
- Public Health Work session

9:30 a.m. Abbie Campbell, Prowers County Treasurer
- Treasurer's Report

10:00 a.m. Anthony Letteer, Operations Manager
- Updates

10:30 a.m. Ron Clausen-President, Rick McCorkle - Vice President, Lamar Resource &
Senior Center, Les Gibbons- Senior Commodity Volunteers
- Updates, discuss Care & Share, Lamar Resource &
Senior Center

11:00 a.m. BOCC
- Fire restrictions discussion
- Updates

MEETING AGENDA

1:00 p.m. Invocation

Pledge of Allegiance

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 for all County Funds and DHS Funds which include WHC and H3C Funds
3. Ratification of March and April Payroll change notices as listed on agenda:

Promotion

Detention Sergeant to Patrol Deputy - March 23rd
Updated form for the above listed position - March 27th
Detention Deputy to Detention Sargent - March 23rd
Detention Deputy to Detention Sargent - March 23rd
Detention Deputy to Detention Sargent - March 23rd

New Hire

Deputy Coroner - March 14th
Sheriff's Office Detention Deputy - March 31st
Public Health Case Manager Journeyman - March 31st
Building Maintenance Worker - April 23rd

Other

Environmental Health Manager - March 27th
Clerk & Recorder Title Clerk - March 31st
Public Health Case Manager Journeyman - April 2nd
HR Manager/Payroll Clerk - April 7th
DHS IMT - March 14th
Detention Deputy - April 21st
Detention Deputy - April 21st
Detention Deputy - April 21st
Detention Deputy - April 21st

Resignation

Road & Bridge Driver - April 7th
DHS IMT - April 7th

Termination

Road & Bridge Driver - April 23rd

4. Consider Approval of April 14, 2026 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.

BID PRESENTATION

Department of Human Services
Present vehicle bids

UPDATES

Boards and Committees
Updates

Don Wilson, County Administrator
County Administrator update

Rose Pugliese, Esq.
County Attorney update

PREVIOUSLY TABLED ACTION ITEMS:

1. Consider approval of Fairgrounds Facility Rental Agreement and Waiver of Fees to the City of Lamar, for the use of South Saddle Club Drive and the South Parking Lot, event scheduled for May 16, 2026.

ACTION ITEMS:

1. Consider approval of awarding a Bid for vehicle purchase to the Department of Human Services.
2. Consider approval of reappointing Mary Herrera to the Bent-Prowers Cemetery District, term to expire January 2028.
3. Consider approval of Underground and Utility Permit No. 988 and Waiver of Fees for May Valley Water Association, installing new water service connection at 34023 County Road 6, Lamar, CO.
4. Consider approval of Independent Contractor Agreement between Prowers County and Phillip Graham, SERHCC Readiness and Response Coordinator and authorizing Public Health & Environment Director, Meagan Hillman to execute the Agreement.
5. Consider approval of Independent Contractor Agreement between Prowers County Public Health and Environment and Switchback Institute for Team Building and authorizing Public Health & Environment Director, Meagan Hillman to execute the Contract.
6. Consider approval of Contract Modification Task Order #CTGG1 FHLA 2027*0292 STEPP funding, Main Task Order #23 FAA 00042, expiration date June 30, 2027 and authorizing Public Health & Environmental Director, Meagan Hillman to execute the Contract electronically.
7. Consider approval of a letter sent to Colorado State Climatologist regarding D3 (Extreme Drought) designation for Prowers County.

8. Consider approval for corrections to the Subdivision Exemption Application by Mark Bosley, Niccola Lauritsen, and Monette Strailey in the W1/2W1/2 of Section 20, Township 23, Range 46 West, correcting the Subdivision Application and agenda items to read First Subdivision in place of Second Subdivision, and correcting the acreage to 37.79 acres in place of approximately 5 acres. The application was approved by the Planning Commission on February 18, 2026 and on March 10, 2026 by the BOCC.
9. Consider approval of the Subdivision Exemption Final Plat Map by Mark Bosley, Niccola Lauritsen, and Monette Strailey. Application was approved February 18, 2026 by the Planning Commission and on March 10, 2026 by the BOCC. Minor Subdivision for a First Subdivision in the W1/2W1/2 of Section 20, Township 23, Range 46 West, the 6th P.M. Subdividing 37.79 acres into three tracts; Tract #1-6.60 acres, Tract #2-25.85 acres, and Tract #3-5.34 acres, to be recorded in the County Clerk's Office.
10. Consider approval of State of Colorado Intergovernmental Agreement Contract Number 27-202765 between the Department of Health Care Policy and Financing and Board of County Commissioners of Prowers County to Operate the Overflow Processing Center to Receive and Process all Medicaid and CHP+ Backlog Applications, Eligibility Determinations and Re-determinations and authorizing BOCC Chairman Roger Stagner to execute the Agreement electronically.
11. Consider approval of Intergovernmental Grant Award and Agreement with Electronic Recording Technology Board in the amount of \$60,729.00 for annual software and support of the Prowers County Clerk's Recording System, from July 1, 2026 ending year June 30, 2028 and authorizing BOCC Chairman Roger Stagner to execute the IGA electronically.

EXECUTIVE SESSION

- Executive Session pursuant to C.R.S. §24-6-402(4)(b) Conference with the attorney for the purposes of receiving legal advice on specific legal questions related to potential litigation matters.
- Executive Session pursuant to C.R.S. §24-6-402(4)(b) Conference with the attorney for the purposes of receiving legal advice on specific legal questions.

ADJOURN

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: 4/14/26

Submitter: Don Wilson, County Administrator

Submitted to the County Administration Office on: 03/26/2026

Return Originals to: Don Wilson & Jana Coen

Number of originals to return to Submitter: 3

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Fairgrounds Facility Rental Agreement and waiver of fees for City of Lamar, for the use of South Saddle Club Drive and South Parking Lot, event scheduled for May 16, 2026.

Justification or Background:

Drone Show Event

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

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Admin Office Internal Use

County Approvals (as needed):

Attorney _____

Finance _____

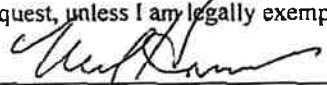
Clerk _____

HR _____

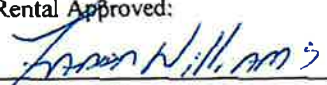
PROWERS COUNTY FAIRGROUNDS FACILITY RENTAL AGREEMENT

Today's Date: <u>3/23/2026</u> Name of Organization: <u>City of Lamar</u> Name & Address of Authorized Agent: <u>Mitch Hammes, City Administrator</u> <u>102 E. Parmenter Street</u> <u>Lamar, CO 81052</u> Phone: <u>719-336-1365</u> Sales Tax ID: <u>84-6000603</u>	Date(s) of Events: <u>5/16/2026</u> Set Up Time: <u>1:00</u> am pm Event Starts: <u>approx 8:45</u> am pm Finish Time: <u>approx 9:15</u> am pm ☐ Arena ☐ Home Ec ☐ Centennial ☐ Pavilion ☒ Other: <u>South Saddle Club Drive and</u> <u>South Parking Lot</u>
Type of Event: <u>Drone Show Event celebrating Lamar 140/Colorado 150/US 250</u>	

If approved by the Board of County Commissioners (the "Commissioners"), I agree to pay fees in the amount of \$1,025.00 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 Commissioners. I have attached copies of my State of Colorado Sales Tax License and the City of Lamar Sales Tax License, if applicable. 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.

 3/23/2026
 Authorized Agent Date

The Commissioners reserve 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 Commissioners based upon the number of participants or unique conditions. Fees are based on daily rates.

Rental Approved:
 3-31-26
 Maintenance & Facilities Director Date

 Chairman Date
 Prowers County Board of Commissioners

For County Use Only:

Date Booking Fee Paid (\$25.00): Request Waiver Damage/Cleaning Deposit: Request Waiver see attached letter for
 Date Rental Fee Paid: Request Waiver Date Paid: N/A requesting fee waiver.

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: _____

event of an emergency pertaining to life safety or unsanitary conditions. All other unexpected occurrences should be documented and will be addressed on the next regular workday.

16. The User understands that costs incurred by Prowers County due to responding to non-emergency calls for service, facility or grounds clean-up, and sub-contractor repairs for damages to equipment or facilities will be billed to the user at a rate of 2 times the actual costs. It is the User's responsibility to minimize non-emergency calls for service.
17. The User agrees that it is their responsibility to provide, and be responsible for, the equipment or supplies necessary to circumvent potential failures in the buildings, restrooms, or arena including, but not limited to: portable generators, portable toilets, portable amplifier or loudspeaker systems, water, and/or water trucks for wetting a dusty arena floor, toilet paper and hand towel paper supplies, first aid supplies, etc.
18. The User is specifically responsible to ensure adherence to these written and any posted policies and to:
 - a) Provide written documentation specifying any concerns, system failures, or break-downs and deliver that documentation to the Fairgrounds Caretaker. Please do not manipulate circuit breakers.
 - b) Pick-up trash and debris accumulated during the event including parking areas and deposit the trash in the 55-gallon trash drums provided, or if full, into available dumpsters.
 - c) Re-stock indoor and outdoor men's and women's restrooms with toilet paper and paper hand towels as needed throughout the event. The Fairgrounds Caretaker will make these items available to users.
 - d) Pick-up trash in, and around, the indoor and outdoor restrooms, the kitchen, and concession stands and leave fixtures, appliances, and counter surfaces clean. Sweep and mop, or vacuum indoor floor surfaces.
 - e) Make appropriate arrangements for providing the necessary crowd control, public safety, and building security for the event.
 - f) Ensure that scheduled dance events end at 12:00 Midnight; **no exceptions.**
 - g) **Provide event security and present evidence of said security upon request by the Commissioners.**
19. Prowers County assumes no responsibility for lost or stolen items.
20. Alcohol is not allowed on the Fairgrounds at any time. The county has a zero-tolerance policy regarding alcohol. Any violation of this policy will result in immediate revocation of access to the Fairgrounds, a permanent ban going forward, and County retention of the entire damage deposit. Local law enforcement has been authorized to remove parties in violation of this policy.
21. **Building or grounds emergency call: 931-0034 or 931-9335. Medical or safety emergency call: 911.**

I have read, understand, and agree to the terms and conditions outlined in this agreement.

Date: 3/23/2024

Organization: City of Lamar

Authorizing Agent Printed name: Mitch Hammes

Authorizing Agent Signature: [Signature]

For Rodeo Events:

Authorized Tractor/Equipment Operator Printed Name: _____



102 E. Parmenter Street
Lamar, CO 81052-3299
Phone 719-336-4376
Fax 719-336-2787

March 23, 2026

Prowers County Board of Commissioners
Attn: Don Wilson
301 S. Main Street, Suite 215
Lamar, CO 81052

Dear Commissioners:

Lamar was selected by the Colorado Tourism office to host a featured drone show event as part of the America 250 - Colorado 150 commemoration. Our 1 is scheduled for Saturday, May 16th – during Lamar Days - to highlight Lamar's 140th Birthday. In preparation for the event, Brightflight Drone Shows needs to confirm the location of the drone basecamp. Since drone shows are similar to fireworks displays without the noise and with a limited viewing range, the site for the drones' setup must be carefully selected for maximum viewing within a 3,000' maximum viewing area and a 45-degree range. The City is asking Prowers County for permission to allow Brightflight Drone Shows to set their basecamp at the designated location on the Sand & Sage Fairgrounds on May 16, 2026 and to request that Prowers County waive fees associated with renting a portion of the fairgrounds.

Drone show basecamps require a 400' x 800' space where the 500 drones will be deployed. After receiving support from the Prowers County Commissioners to consider the fairgrounds as the best site for the drone show, Brightflight Drone Show, City and County staff met on the afternoon of Tuesday, March 10th to consider a location for the basecamp. Much like our annual fireworks displays, the fairgrounds area appears to be the best location, since it is surrounded by ballfields and parking lots for the most open space for viewing. The north entrance to the fairgrounds can remain open, but it will require the south entrance to be closed before and during the event.

Our celebration will represent our region in this statewide initiative, so the City considers the event a joint venture between the Colorado Tourism Office, its sponsors, Chevron, Tallgrass, and UCHealth, the City and Prowers County for a once-in-a-generation moment.

Thank you for partnering with us to host this event!

Sincerely,

A handwritten signature in blue ink, appearing to read "Kirk Crespín", is written over a horizontal line.

Kirk Crespín
Mayor

PROWERS COUNTY FAIRGROUNDS

FEE SCHEDULE

Facilities Requested	Not For Profit	Resident or Local For Profit	Non-Resident or Non-Local For Profit	# of days/head of livestock	Total
Arena Rent <i>Daily</i>	\$150	\$300	\$970		
Pavilion Rent <i>Daily</i>	\$150	\$300	\$970		
Home Economics' Bldg. Rent <i>Daily</i>	\$500	\$250	\$500		
Use of Parking Lots Arena Lot /Grounds <i>Daily</i>			\$210		
Overnight Boarding (Arena Pens) <i>Daily</i>	\$5/Head	\$5/Head	\$10/head		
* Pavilion Boarding <i>Rodeo Events Minimum Fee Daily</i>	\$20	\$30	\$40		
R.V. or Camper Parking One Electric Pedestal and One Water Connection per Rented Space only <i>Daily</i>	\$30	\$30	\$30		
Dry Camping and Horse Penning at Designated Southwest Parking Lot ONLY <i>Daily</i>	\$10	\$10	\$20		
Elmer's Garden <i>Daily</i>	\$0.00	\$0.00	\$0.00		
Cleaning/Damage Deposit (Due 10 days prior to event)	\$1000	\$1000	\$1000		\$1,000.00

Application Fee

\$25.00

* Rental Fees for the Pavilion for Not for Profit will not be charged since the Event Organizer is responsible for collecting the fee. The fee is still subject to 50/50 split, at the Commissioners' discretion

TOTAL (DUE 10 DAYS PRIOR TO USE)	\$	\$	\$			\$ 1,0250.00
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PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 4/28/26

Submitter: Lanie Meyers-Mireles, Director of Human Services

Submitted to the County Administration Office on: 4-1-2026

Return Originals to: N/A

Number of originals to return to Submitter: N/A

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of awarding a Bid for vehicle purchase to the Department of Human Services.

Justification or Background:

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

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Admin Office Internal Use

County Approvals (as needed):

Attorney _____

Finance _____

Clerk _____

HR _____



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 4/28/26

Submitter: Administration

Submitted to the County Administration Office on: 4-16-2026

Return Originals to: N/A

Number of originals to return to Submitter: N/A

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of reappointing Mary Herrera to the Bent-Prowers Cemetery District, term to expire January 2028.

Justification or Background:

Bent County Commissioners will consider appointment on 4-23-2026

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

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Admin Office Internal Use

County Approvals (as needed):

Attorney _____

Finance _____

Clerk _____

HR _____



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 4/28/26

Submitter: Administration & Jana Coen, Clerk & Recorder

Submitted to the County Administration Office on: 04/13/2026

Return Originals to: Administration & Jana Coen

Number of originals to return to Submitter: 3

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Underground and Utility Permit No. 988 and Waiver of Fees for May Valley Water Association, installing new water service connection at 34023 County Road 6, Lamar, CO.

Justification or Background:

Fees waived, no receipt.

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

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Admin Office Internal Use

County Approvals (as needed):

Attorney _____

Finance _____

Clerk _____

HR _____

PERMIT NUMBER 988



**UNDERGROUND AND UTILITY PERMIT
BOARD OF COUNTY COMMISSIONERS
PROWERS COUNTY, COLORADO
301 SOUTH MAIN STREET, SUITE 215
LAMAR, COLORADO 81052
Phone: (719)336-8025
Fax: (719)336-2255**

PERMITTEE'S NAME: May Valley Water **DATE:** 4-9-06
ADDRESS: _____

Your request for permission to install a new water service connection at
34023 PCR 6 is granted, subject to the following terms and conditions:

IT IS UNDERSTOOD that the PERMITTEE will cause the installation to be fully completed at no expense whatsoever to PROWERS COUNTY and that the PERMITTEE will own and maintain the same after installation. PROWERS COUNTY makes no warranty of title, either expressed or implied.

The installation shall be installed beneath the surface of the right-of-way at a minimum depth of 36 inches, and the disturbed portion of the roadway and right-of-way shall be restored to its original condition. No part of the installation will be above the surface unless specifically approved by PROWERS COUNTY herein. The back filling shall be made in six inch lifts and mechanically tamped and packed, and the last twelve inches of the back fill shall be of stable granular material such as crushed rock or gravel. If PROWERS COUNTY so requires, PERMITTEE shall mark this installation with markers acceptable to PROWERS COUNTY at the location or locations designated by PROWERS COUNTY.

Where the installation crosses the roadway, it shall be encased in pipe of larger diameter and the crossing shall be as nearly perpendicular to the roadway as physically possible. This installation shall be installed by the method of boring or jacking through beneath the road surface; however, open cut shall be allowed up to the edge of the surfaced portion of the highway. No water shall be used in the boring and no tunneling shall be permitted.

Where the installation crosses any ditches, canals or water carrying structures, the installation shall be pushed through and beneath in a pipe of larger diameter thereby eliminating the necessity of trenching. In no case shall the flow of water be impaired or interrupted. PROWERS COUNTY will review proposed irrigation lines and, upon request, may waive the sleeve requirement based on the review.

The work must be accomplished in accordance with accepted good practices and conform to the strictest recommendations of any applicable National Safety Code and to such Colorado statutes as are applicable.

SPECIAL PROVISIONS:

Please email approved permit to mayvalleywaterassn@hotmail.com

UNDERGROUND AND UTILITY PERMIT
Page 2
BOARD OF COUNTY COMMISSIONERS
PROWERS COUNTY, COLORADO

Underground and Utility Permit

Permit Number **988**

The PERMITTEE shall maintain the installation at all times and agrees to indemnify and hold PROWERS COUNTY, the agencies thereof and their officers, employees and agents harmless from any and all loss and damage which may arise out of or be connected with the installation, maintenance, repair and replacement of any facility connected therewith.

This work shall be completed within 180 days from the above date. No work shall be allowed on Saturdays or Sundays. No open trench shall be permitted on or near a traveled roadway after dark, unless otherwise specified in special provisions.

PERMITTEE will be required to shut off lines and remove all materials on or near the highway right-of-way when requested to do so by PROWERS COUNTY because of necessary highway construction or maintenance operations. Permits involving encroachment on the National System of Interstate Defense Highways may require concurrence by the U.S. Bureau of Public Roads or other Federal Agencies. Permits involving encroachment on the Colorado Dept. of Transportation Highways may require concurrence by the Colorado Dept. of Transportation or other Colorado Agencies prior to the issuance of a permit by PROWERS COUNTY.

The public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of the PERMITTEE and in accordance with directions given by the Supervisor or the Supervisor's representatives.

In the event any changes are made to this highway in the future or other circumstances arise that would necessitate removal or relocation of this installation, PERMITTEE will do so promptly at PERMITTEE'S own expense upon written request from PROWERS COUNTY. PROWERS COUNTY, whether negligent or otherwise, shall not be responsible for any damage that may result from the maintenance or use of the highway and right-of-way to the installation placed inside the right-of-way limits of PROWERS COUNTY.

This permit shall bind the parties and their respective heirs, successors, personal representatives and assigns, including but not limited to the provisions excluding liability of PROWERS COUNTY. Any action necessary to construe, interpret, or enforce the provisions of this Agreement shall be brought and maintained in the District Court in and for Prowers County, Colorado, and in the event PROWERS COUNTY is the substantially prevailing party therein, PROWERS COUNTY shall be entitled, as a matter of contract law and agreement, to recover its costs and expense therein incurred, including reasonable attorney and expert witness fees and costs.

PROWERS COUNTY, COLORADO

PROWERS COUNTY, COLORADO

By [Signature] 4/9/26
Road & Bridge Supervisor (Date)

By _____
Chairman, Board of Commissioners (Date)

In accepting this Permit the undersigned, representing the PERMITTEE, verifies that the undersigned has read and understands all of the foregoing provisions, that the undersigned has authority to sign for and bind the PERMITTEE, and that by virtue of the undersigned's signature the PERMITTEE is bound by all the conditions set forth herein.

PERMITTEE Signature: _____

DATE: 4-9-26



PCR
6

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34023
PCR 6

PCR LL

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 4.28.2026

Submitter: Meagan Hillman, PCPHE Director

Submitted to the County Administration Office on:4.8.26

Return Originals to: Meagan Hillman, PCPHE

Number of originals to return to Submitter:1

Contract Due Date: effective date: 7.1.26

Item Title/Recommended Board Action: Consider approval of Independent Contractor Agreement between Prowers County and Phillip Graham, SERHCC Readiness and Response Coordinator and authorizing Public Health & Environment Director, Meagan Hillman to execute the Agreement.

Justification or Background: This has been approved by the SERHCC Board, PCPHE is the fiscal agent for this 6 county Coalition.

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

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Approved by the County Attorney on: 4.7.26 via email

Additional Approvals (if required):

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

THANK YOU!

PURCHASE OF SERVICES CONTRACT

THIS CONTRACT entered into this 8th day of April, 2026 by and between THE COUNTY OF PROWERS, STATE OF COLORADO, hereinafter referred to as "Prowers County", whose address is 301 South Main Street, Suite 215, Lamar, CO 81052 and, Phillip Graham hereinafter referred to as "Independent Contractor", whose address is 243 North Kansas, Walsh, CO 81090

Witnesseth,

Whereas, the parties wish to enter into an Independent Contractor Agreement whereby Independent Contractor will furnish certain services to Prowers County upon the terms and conditions hereinafter set forth,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. Term. This contract will be effective from this date until the project is completed, unless terminated as set forth herein.
2. Services by Independent Contractor. Independent Contractor agrees to perform the duties as outlined in the Proposal Effective Date 07/01/2026 (attached hereto as Exhibit A) through 06/30/2029.
3. Contract Price. Prowers County will pay Independent Contractor as set forth in Exhibit A upon receipt of a satisfactory invoice.
4. Taxes. Independent Contractor understands that Independent Contractor is obligated to pay all federal and state income tax on all money earned while performing services for Prowers County.
5. Indemnify. Independent Contractor agrees to indemnify and hold harmless Prowers County from any action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with the performance of this contract or by conditions created thereby, or based upon any violation of any statute, regulation, and the defense of such claims or actions. Independent Contractor waives any and all claims against Prowers County.
6. Insurance. It is understood that Independent Contractor will furnish its own insurance and will not be eligible for insurance maintained by Prowers County for its employees, including health insurance, workers' compensation insurance, unemployment insurance, life insurance and all other benefits afforded employees.

7. Independent Contractor. Independent Contractor certifies under penalty of perjury that it is an independent contractor and is not an employee of Prowers County. Independent Contractor further certifies that Prowers County does not require Independent Contractor to work only for Prowers County, Prowers County does not establish a quality standard for the individual except that Prowers County may provide plans and specifications regarding work but cannot oversee the actual work or instruct Independent Contractor as to how work will be performed, Prowers County does not pay Individual Contractor a salary or an hourly rate but rather a fixed or contract rate as above set forth, Prowers County does not terminate the work of the service provided during the contract period unless Independent Contractor violates the terms of this contract or fails to produce a result that meets the specifications of this contract, Prowers County does not provide any training for Independent Contractor, Prowers County does not provide tools or benefits to Independent Contractor except that materials and equipment may be supplied, Prowers County does not dictate the time of performance except that a completion schedule and a range of agreeable work hours may be established, Prowers County does not pay Independent Contractor personally but rather payments will be made to the trade or business name of Independent Contractor and Prowers County does not combine the business operations in any way with Independent Contractor's business operations instead of maintaining all such operations separately and distinctly. Independent Contractor further understands that in the event of injury Independent Contractor will not be entitled to any workers' compensation benefits and that Independent Contractor is required to provide Workers' Compensation Insurance for it and for all workers that Independent Contractor hires. Proof of coverage of Workers' Compensation Insurance shall be provided by Independent Contractor to Prowers County upon execution hereof. Independent Contractor agrees to execute any documents which may be required by the Workers' Compensation Insurance carrier of Prowers County to certify this Independent Contractor Agreement.

The Contractor shall perform its duties hereunder as an Independent Contractor and not as an employee, neither the Contractor nor any agent or employee of the Contractor shall be or shall be deemed to be an agent or employee of Owner. Contractor shall pay when due all required employment taxes and income tax and local head tax on any monies paid by Owner pursuant to this contract. Contractor acknowledges that the Contractor and its employees are not entitled to unemployment insurance benefits unless the Contractor or third party provides such coverage and that Owner does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind Owner to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by Owner) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Contractor, its employees and agents.

8. Special Provisions. Independent Contractor agrees not to assign any provision of this contract to a subcontractor, unless approved in writing in advance by Prowers County, and to provide Prowers County with reports and maintain records on the provision of services.

9. Termination. Either party may terminate this contract with or without cause at any time. In the event of such termination, Independent Contractor will be paid for its services to the date of termination.

10. Statutory County. Prowers County, Colorado, which is a statutory county in the State of Colorado, reserves all rights as a statutory entity, including governmental immunity as provided by law.

11. Assignment. Company may not assign this contract without the written consent of Prowers County.

12. Venue. Jurisdiction for any dispute under this agreement shall be exclusively in the Prowers County, Colorado District or County Court sitting without jury in Lamar, Colorado, and the court shall award to Prowers County, if it is the substantially prevailing party, its attorney fees, expert witness fees, court costs and any other litigation expense.

13. Appropriation. Any monetary obligation of Prowers County payable after the current fiscal year is subject to appropriation as provided by law.

14. Public Record. In the event Prowers County receives a public records demand pursuant to the Colorado Open Records Act for copies of documents which are or may be confidential, or may otherwise be subject to non-disclosure, Prowers County shall give written notice by facsimile and/or email to Company. Company shall notify Prowers County in writing by facsimile and/or email within 3 working days of notification if any documents requested as a public record should not be disclosed. The Company shall indemnify and hold harmless Prowers County as provided in Paragraph 6 for any public record requests where the Company requests Prowers County not to disclose such records.

15. Officials Not To Benefit. No official or employee of Prowers County shall directly or indirectly receive or 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. Company warrants that it has not retained any company or person (other than a bona fide employee working solely for Company) to solicit or secure this Agreement, and that Company has not paid or agreed to pay to any company or person, (other than a bona fide employee working for Company), any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award of this Agreement to Company. Upon discovery of any breach or violation of this provision, Prowers County shall have the right to terminate this Agreement.

16. Binding Effect. This Agreement is binding upon the parties and their respective successors and permitted assigns. This Agreement is only for the benefit of the parties hereto, and no third party shall have any right, claim or interest hereunder. There is no implied covenant of good faith and fair dealing in this Agreement, rather it will be enforced as written.

Meagan Hillman PA-C, MBA, CPH
Prowers County Public Health and Environment
Director

Date: _____

Phillip
Graham

Digitally signed by
Phillip Graham
Date: 2026.04.08
10:33:20 -06'00'

Philip Graham MS, BS, CO-CEM, NREMPT
SERHCC Readiness and Response Coordinator

Date: 4/8/2026

Exhibit A
Effective 7/1/2026

Coordinate the activities of the Southeast Regional Health Care Coalition (SERHCC) as outlined in the Scope of Work (SOW). Facilitate planning, training, exercising, operational readiness, membership recruitment, evaluation, engagement and sustainability of the SERHCC. Lead, facilitate, participate in, and support the response activities of the coalition according to the SERHCC plans. Oversee and coordinate SERHCC planning efforts with the Governing Board, Clinical Advisor and members (core members as well as agencies providing long-term care, dialysis, home health care, hospice, primary care, and others).

- Facilitate a minimum of 75% or (9) monthly SERHCC meetings.
- Participate in trainings, exercises, workshops and conferences at the request of members and/or the Governing Board.
- Serve as primary point of contact for daily SERHCC activities.
- Perform administrative tasks for the SERHCC, including but not limited to, meeting minutes, development and distribution of meeting agendas, maintaining membership lists, meeting logistics, SERHCC correspondence, and maintaining the SERHCC website.
- Coordinate completion and grant reporting (CAT, CO-SHARE, Rubrics, etc.)
- Submit invoices according to PCPHE policy
- Assist Treasurer with reporting, audits, etc. as needed
- Comply with and follow all requirements set forth by CDPHE SOW and grant guidance.

Compensation budget:

Contract rate per annum	\$65,000
Travel (lodging, meals, mileage, National Conference)	\$4,000
End of Year Bonus	\$2,000
(at the discretion of SERHCC Governing Board)	

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 4.28.2026

Submitter: Meagan Hillman, PCPHE Director

Submitted to the County Administration Office on: 4.8.26

Return Originals to: Meagan Hillman, PCPHE

Number of originals to return to Submitter: 1

Contract Due Date: effective date: upon signature

Item Title/Recommended Board Action: Consider approval of Independent Contractor Agreement between Prowers County Public Health and Environment and Switchback Institute for Team Building and authorizing Public Health & Environment Director, Meagan Hillman to execute the Contract.

Justification or Background: Discussed at BOH and recent Exec Session

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

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Approved by the County Attorney on: via email 4-21-2026

Additional Approvals (if required):

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

THANK YOU!

EXHIBIT A
April 3, 2026

Proposal To: **Prowers and Kiowa Counties Department of Public Health & Environment**

Prowers and Kiowa Counties Department of Public Health and Environment is interested in providing team building and team development training to its entire staff team in partnership with Switchback Institute. Below is a brief outline of the proposed activities. This rough draft reflects the ideas that came out of initial conversations.

SCOPE OF WORK: ORGANIZATION CULTURE & TEAM DYNAMICS

The Switchback Institute offers comprehensive, interactive, participant-centered workshops and project support that fosters team building, organizational effectiveness, leadership skills, and other topics. Using assessments (two of which have been done with the team already) as a foundation for ongoing workforce engagement and development is like putting team learning on steroids. Not only do the chances of integrating new ideas into the everyday function of your organization increase, but leveraging individual preferences captures the hearts and minds of your people for greater performance, engagement, and retention.

Key considerations in this proposal include:

- Preliminary survey designed to identify staff priorities related to training and development activities
- Building on previous work (Emergenetics & TESI assessments, information contained in the Social Contract, Engagement Model and challenges previously identified)
- Potential structural changes to enhance team and supervisory effectiveness

Scope of Work

Survey Monkey Design and Administration

Switchback will design and administer a 10-14 question survey based on employee engagement, budget, team dynamics, and organizational culture. Based on responses, analytics, focused interviews if necessary, and leadership guidance, sessions will be designed to address priorities identified by PK leadership and staff.

SESSION 1 – TEAM DYNAMICS - FULL DAY SESSION

Emergenetics Assessment Review and Workshop for Staff without Profiles - ½ Day

The Meeting of the Minds workshop allows individuals to understand the brilliance of using cognitive diversity to achieve powerful outcomes. Because over half of the PK Staff have profiles, it makes sense to use this as a foundation for this project. My recommendation is a 2-part workshop. The first two hours would be dedicated to the people going through the Meeting of the Minds workshop for the first time, and the second two hours would be a review of profiles, and interactive large group exercises and team specific activities to launch the work we will be doing together.

Overview: Leaders, managers, and individual contributors must have emotional intelligence, self-awareness, communication, collaboration, and problem-solving competencies. Emergenetics is a psychometric tool designed to leverage participants' strengths, boost team cohesion, enhance communication, build trust, increase efficiency, and elevate collective problem solving.



Switchback Consulting

The 4 hour in-person, strengths-based workshop is highly interactive and engages the whole brain in exploring the strengths of an individual's thinking/behavioral preferences as well as those of people who think and behave differently than them. Small group activities highlight divergent preferences while providing a foundation and humor for understanding why people approach things differently. This foundation provides proactive, positive language to address divergent priorities, potential areas of conflict, and team dynamics. Large group exercises provide an opportunity to look at the team as a whole and understand how to leverage cognitive diversity to address team dynamics, communication, project priorities, and program effectiveness.

Included components:

1. **Individual Emergenetics Assessment.** Each participant will complete a self-assessment.
2. **ELearning Module.** Once the assessment is completed, each individual will have access to completing a ~30-minute online eLearning module with an overview and background of the Emergenetics tool. This is a prerequisite for the in-person workshop and unlocks access to an electronic copy of their profile.
3. **Individual Emergenetics Profile and Group Workshop.** An Emergenetics Master Instructor on the training team will provide a workshop including group profile, and information on how the seven attributes show up across the team.
4. **Large Group and Team Specific Activities.** Once the new Emergenetics participants have gone through the first section of the material, the entire team will participate in a review of profiles and interactive exercises designed to orient everyone to the group as a whole and the cognitive diversity represented on each team.

Perspective, Bias with World Café Activity (One option once we have priorities identified) ½ Day

This 2-hour Perspective and Bias session explores perspective highlighting the distinction between objective and subjective language. It examines assumptions based on visual observation and looks at how we can assess, analyze, articulate, and adapt our views based on information that is known versus that which is interpreted. Using art and photographs we get a clear understanding of how often we miss details, make assumptions, and misinterpret what we are seeing depending on our perspective. We then look at how this influences work with teammates, supervisors, clients, and community.

World Café

World café is a round robin discussion-based activity designed to look at a variety of topics individually and as they relate to each other. Participants are assigned to different tables to begin. Each table has a specific topic and a table "host/hostess". For twenty minutes tables discuss the topic of the table while a scribe captures key elements of the discussion. At the end of 20 minutes all participants except the host/hostess scatter to different tables, trying not to go to tables with the same people they were just with. When they arrive at the new table, they discuss the table topic, now bringing with them perspectives from the last table they just left. Discussions build as insights from each of the other table topics flavors each of the other topics. Rotations continue as time allows leaving 30-45 minutes at the end for each of the table hosts/hostesses to share outcomes and insights from their table discussions.

Potential World Cafe topics include:

- What stands in the way of having a safe environment for confrontation? How can we mitigate that?
- If most employees leave their jobs because they do not get along with their supervisor, what steps should we take to improve that relationship?
- What do we believe is impossible to do, that if we were able to do it would completely change the game? How can we pull it off?
- What values do we stand for and are there gaps between those values and how we behave?
- If we were hired to consult with our organization, what advice would we give?

Relevant discussion topics will likely come from the Survey we do with the team, but this provides an interactive participant-centered activity to explore the survey topics.

SESSIONS 2 & 3 - FULL DAY SESSIONS TBD

While all sessions will be designed based on priorities set by the all-team survey, the first one will lay foundation for the work, while the second and third ones will be more finely turned to outcomes of the survey PLUS outcomes from the first session together and virtual conversations between sessions. Needs and potential tools will be identified that will not only support development, but also sustainability.

SMALL GROUP DEBRIEFS & COACHING

Between sessions 1 and 2, and sessions 2 and 3, small group virtual sessions will be held with Leaders and Teams in order to troubleshoot and continue to develop certain skills. The teams can be functional teams within the organization or WE Teams made up of cross-functional participants. These team meetings will support connection between participants and could be used for innovative project design either within functional teams or for the organization based on recognized priorities. They also anchor topic discussions for the in-person sessions.

PROPOSED SCHEDULE

TIME	ACTIVITY
Week of April 6	Distribute Survey
April 15	Survey Deadline
Early May	Session 1
May Date + 2 Weeks	Leaders Debrief/Coaching
Late August – Early Sept	Session 2
September/October	WE Team or Functional Team Coaching
October or Early November	Session 3 (Optional)



Switchback Consulting

PRICING

Item	Fee/Cost	Qty	Total
Survey Design and Administration	\$200	1	\$200
Emergenetics Assessments	\$100 (per person)	13	\$1,300
Session 1: Emergenetics MOTM, Review, Perspective & World Cafe	\$1600	1	\$1,600
Leaders Debrief & Coaching 1.5 Hours	\$150	2	\$150
Session 2	\$1600	1	\$1,600
Team Coaching Sessions (4 Team session x 1.4 hours each)	\$600	1	\$600
Session 3 (Optional)	\$1,600	1	\$1,600
Sub-Total Before Indirect			\$7,050
Travel, Materials, Indirect	\$1400, \$330, NC		\$1,730
TOTAL			\$8,780

Assumptions:

- 33 Participants (Including Leaders and Staff)
- Ongoing Emergenetics Assessments and Debriefs for new hires can be done as needed. Cost: \$100/profile \$70 debrief for 1-2; \$150 for groups of 3-4
- PK to provide training space for the in-person training sessions.
- Coaching sessions to be done virtually on Zoom,
- PK to provide food and beverages at in-person sessions. Training sessions includes several 15-minute breaks.

PURCHASE OF SERVICES CONTRACT

THIS CONTRACT entered into this _____ day of _____, 2026 by and between Prowers County Public Health and Environment, hereinafter referred to as PCPHE and Switchback Institute 8415 West 59th Ave, Arvada, CO 80004 and, hereinafter referred to as "Independent Contractor".

Witnessed,

Whereas, the parties wish to enter into an Independent Contractor Agreement whereby Independent Contractor will furnish certain services to PCPHE upon the terms and conditions hereinafter set forth,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. Term. This contract will be effective from this date until the project is completed, unless terminated as set forth herein.
2. Services by Independent Contractor. Independent Contractor agrees to perform the duties as outlined in the Proposal dated 04/03/2026(attached hereto as Exhibit A).
3. Contract Price. PCPHE will pay Independent Contractor as set forth in Exhibit A upon receipt of a satisfactory invoice.
4. Taxes. Independent Contractor understands that Independent Contractor is obligated to pay all federal and state income tax on all money earned while performing services for PCPHE.
5. Indemnify. Independent Contractor agrees to indemnify and hold harmless PCPHE from any action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with the performance of this contract or by conditions created thereby, or based upon any violation of any statute, regulation, and the defense of such claims or actions. Independent Contractor waives any and all claims against PCPHE.
6. Insurance. It is understood that Independent Contractor will furnish its own insurance and will not be eligible for insurance maintained by PCPHE for its employees, including health insurance, workers' compensation insurance, unemployment insurance, life insurance and all other benefits afforded employees.
7. Independent Contractor. Independent Contractor certifies under penalty of perjury that it is an independent contractor and is not an employee of PCPHE. Independent Contractor further certifies that PCPHE does not require Independent Contractor to work only for PCPHE, PCPHE does not establish a quality standard for the individual except that PCPHE may provide plans and specifications regarding work but cannot oversee the actual work or instruct Independent

Contractor as to how work will be performed, PCPHE does not pay Individual Contractor a salary or an hourly rate but rather a fixed or contract rate as above set forth, PCPHE does not terminate the work of the service provided during the contract period unless Independent Contractor violates the terms of this contract or fails to produce a result that meets the specifications of this contract,

The Contractor shall perform its duties hereunder as an Independent Contractor and not as an employee, neither the Contractor nor any agent or employee of the Contractor shall be or shall be deemed to be an agent or employee of Owner. Contractor shall pay when due all required employment taxes and income tax and local head tax on any monies paid by Owner pursuant to this contract. Contractor acknowledges that the Contractor and its employees are not entitled to unemployment insurance benefits unless the Contractor or third party provides such coverage and that Owner does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind Owner to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by Owner) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Contractor, its employees and agents.

8. Special Provisions. Independent Contractor agrees not to assign any provision of this contract to a subcontractor, unless approved in writing in advance by PCPHE, and to provide PCPHE with reports and maintain records on the provision of services.

9. Termination. Either party may terminate this contract with or without cause at any time. In the event of such termination, Independent Contractor will be paid for its services to the date of termination.

10. Assignment. Independent Contractor may not assign this contract without the written consent of PCPHE.

11. Venue. Jurisdiction for any dispute under this agreement shall be exclusively in the PCPHE, Colorado District or County Court sitting without jury in Lamar, Colorado, and the court shall award to PCPHE, if it is the substantially prevailing party, its attorney fees, expert witness fees, court costs and any other litigation expense.

12. Appropriation. Any monetary obligation of PCPHE payable after the current fiscal year is subject to appropriation as provided by law.

13. Public Record. In the event PCPHE receives a public record demand pursuant to the Colorado Open Records Act for copies of documents which are or may be confidential, or may otherwise be subject to non-disclosure, PCPHE shall give written notice by facsimile and/or email to the Independent Contractor. Independent Contractor shall notify PCPHE in writing by facsimile and/or email within 3 working days of notification if any documents requested as a public record should not be disclosed. The Independent Contractor shall indemnify and hold harmless PCPHE as provided in Paragraph 6 for any public record requests where the Company requests PCPHE not to disclose such records.

14. Binding Effect. This Agreement is binding upon the parties and their respective successors and permitted assigns. This Agreement is only for the benefit of the parties hereto, and no third party shall have any right, claim or interest hereunder. There is no implied covenant of good faith and fair dealing in this Agreement, rather it will be enforced as written.

PCPHE REPRESENTATIVE:

INDEPENDENT CONTRACTOR:

By _____
Meagan L Hillman PA-C, MBA, CPH
Director

By Beth Roome
Beth Roome, Switchback Institute
Contractor's Signature

Date signed:

Date signed: 4/9/2026

Exhibit A
Proposal dated April 3, 2026

Intentionally left blank

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 4.28.2026

Submitter: Meagan Hillman, PCPHE Director

Submitted to the County Administration Office on: 4.10.26

Return Originals to: Meagan Hillman, PCPHE

Number of originals to return to Submitter: 1

Contract Due Date: effective date: 7.1.26

Item Title/Recommended Board Action: Consider approve of Contract Modification Task Order #CTGG1 FHLA 2027*0292 STEPP funding, Main Task Order #23 FAA 00042, expiration date June 30, 2027 and authorizing Public Health & Environmental Director, Meagan Hillman to execute the Contract electronically.

Justification or Background: Tobacco program funding.

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

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Approved by the County Attorney on: 4-21-2026

Additional Approvals (if required):

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

THANK YOU!

State of Colorado Contract Modification Task Order

State Agency

Colorado Department of Public Health and
Environment

Contractor

Board of County Commissioners of Prowers
County (a political subdivision of the state of
Colorado) for the use and benefit of Prowers
County Public Health

Task Order Number

1

Main Task Order Contract Number

23 FAA 00042

Task Order Contract Number

CTGG1 FHLA 2027*0292

Task Order Performance Beginning Date

The later of the Task Order Effective Date or
July 1, 2026

Task Order Expiration Date

June 30, 2027

Task Order Maximum Amount

07/01/2026 - 06/30/2027: \$184,000.00

Total for All Terms: \$184,000.00

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Contract:

1. Exhibit A - Additional Provisions.
2. Exhibit B - Statement of Work.
3. Exhibit C - Budget.

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

1. Colorado Special Provisions in §19 of the main body of this Contract.
2. The provisions of the other sections of the main body of this Contract.
3. Exhibit A - Additional Provisions.
4. Exhibit B - Statement of Work.
5. Exhibit C - Budget.

In accordance with **§4.B** of the Main Task Order Contract referenced above, Contractor shall complete the following Project:

1. Project Description

Contractor shall complete the Project described in Exhibit B - Statement of Work (SOW) that is attached hereto and incorporated herein (the "SOW"). All terminology used in this Task Order and the Statement of Work shall be interpreted in accordance with the Main Task Order Contract unless specifically defined differently in this Task Order. The Statement of Work and Budget are incorporated herein, made a part hereof and attached hereto as Exhibit B - Statement of Work and Exhibit C - Budget.

2. Payment

The State shall pay Contractor the amounts shown in Exhibit C - Budget that is attached hereto and incorporated herein, in accordance with the requirements of that Proposal and the Main Task Order Contract. The State shall not make any payment for a Term that exceeds the Task Order Maximum Amount shown above for that Term.

3. Performance Period

Contractor shall complete all Work on the Project described in this Task Order by the Task Order Expiration Date stated above. Contractor shall not perform any Work on the Project described in the Proposal prior to the Task Order Performance Beginning Date or after the Task Order Expiration Date stated above.

4. Task Order Effective Date

The effective date of this Task Order is upon approval of the State Controller or July 1, 2026, whichever is later.

Contractor

Board of County Commissioners of
Prowers County (a political subdivision
of the state of Colorado) for the use and
benefit of the Prowers County Public
Health

State of Colorado

Jared S. Polis, Governor
Colorado Department of Public Health
and Environment
Jill Hunsaker Ryan, MPH, Executive
Director

By: Meagan Hillman
Director of Public Health

By: Chelsea Gilbertson, Procurement &
Contracts Section Director

Date: _____

Date: _____

State Controller

Robert Jaros, CPA, MBA, JD

By: Kurt Williams, Controller

Task Order Effective Date: _____

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

ADDITIONAL PROVISIONS**To Original Contract Routing Number CTGG1 FHLA 2027*0292**

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

1. Invoicing Provisions:

To receive compensation under the Contract, the Contractor shall submit a signed **Monthly** CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website <https://cdphe.colorado.gov/standardized-invoice-form> and is incorporated and made part of this Contract by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than **forty-five (45)** calendar days after the end of the billing period for which services were rendered. Expenditures shall be in accordance with the Statement of Work and Budget.

The Contractor shall submit the invoice using the method listed below:

Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice and Expenditure Details page to: Tobacco Program Generalist via email at cdphe_stepp_pg@state.co.us.

Final billings under the Contract must be received by the State within a reasonable time after the expiration or termination of the Contract; but in any event no later than **forty-five (45)** calendar days from the effective expiration or termination date of the Contract.

Unless otherwise provided for in the Contract, "Local Match", if any, shall be included on all invoices as required by funding source.

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

2. Acceptance of Deliverables - Time Limit:

- a. Evaluation Period. The State shall have **thirty (30)** calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.
- b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within **thirty (30)** calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.
- c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed **thirty (30)** calendar days, to correct the noted deficiencies.

3. The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.
4. Contractor shall request prior approval in writing from the State for all modifications to the Statement of Work/Work Plan, or for any modification to the direct costs in excess of twenty-five percent (25%) of the total budget for direct costs, or for any modifications to the indirect cost rate. Any request for modifications to the Budget in excess of twenty-five percent (25%) of

EXHIBIT A

the total budget for direct costs, or any modifications to indirect cost rates, shall be submitted to the State at least ninety (90) days prior to the end of the contract period and may require an amendment in accordance with General Provisions, Section 18, Modifications, Paragraph I, or Option Letter Provisions of this Contract.

5. Contractor agrees to provide services to all Program participants and employees in a smoke-free environment in accordance with Public Law 103-227, also known as "the Pro-Children Act of 1994", (Act). Public Law 103-227 requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.
6. The State of Colorado, specifically the Colorado Department of Public Health and Environment, shall be the owner of all equipment as defined by Federal Accounting Standards Advisory Board (FASAB) Generally Accepted Accounting Principles (GAAP) purchased under this Contract. At the end of the term of this Contract, the State shall approve the disposition of all equipment.
7. Contractor shall not use State funds provided under this Contract for the purpose of lobbying as defined in Colorado Revised Statutes (C.R. S.) 24-6-301(3.5)(a).
8. Notwithstanding the terms under **Section 5. Payments to Contractor, of the Main Task Order Contract**, expenditures shall be in accordance with the Statement of Work and Twelve-Month Budget. The intention of these funds are to be utilized within a 12-month period. Actual expenditures should be evenly distributed across each month, ensuring consistent monthly disbursements to facilitate steady progress and avoid under- or overspending. Prior written approval is required by CDPHE, if the Contractor intends to utilize the entire budgeted amount prior to June 30th.
9. Funds provided under this Contract may not be used to: supplant funding for any existing programs/ models; develop new cessation programs/models; develop curricula for youth or adults not reviewed and approved by the State; pay for individual cessation aids or nicotine replacement therapy; fund capital improvements; or fund costs of enforcement of state or local laws and ordinances unless approved by CDPHE.
10. Contractor affirms that it maintains no affiliations or contractual relationships, direct or indirect, with tobacco companies, owners, affiliate, subsidiaries, holding companies or companies involved in any way in the production, processing, distribution, promotion, sales, or use of tobacco.
11. Publications, presentations, or public events resulting from Amendment 35 Tobacco Grants Program funding must include the following acknowledgment of grant support and disclaimer:

Funding for this event/project/program was provided (in part) by Amendment 35 Tobacco Education, Prevention and Cessation Grant Program funding. The views expressed do not necessarily reflect the official policies of, nor does the mention of imply endorsement by, the Colorado Department of Public Health and Environment.

EXHIBIT B**STATEMENT OF WORK**

To Original Contract Number: 2027*0292

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

I. Entity Name: Prowers County

II. Project Description:

This public health project serves to reduce the burden of commercial tobacco and other nicotine product use, while preventing the initiation of tobacco/nicotine use among Coloradans. In Colorado, smoking is the single most preventable cause of death as well as disease, accounting for more than 5,100 deaths each year. It costs the state more than \$1.8 billion in health care expenditures in addition to more than \$1 billion in lost productivity each year. The 2030 Education, Prevention and Cessation Tobacco Strategic Plan recommends taking steps to accelerate the decline in tobacco/nicotine use among populations that have not equitably benefited from commercial tobacco/nicotine control efforts to date. Through evidence-based, culturally-responsive strategies that prevent, postpone, and treat chronic disease, improve health promotion and prevention policy, transform health care delivery and integrate community as well as clinical care prevention efforts through creating in addition to maintaining comprehensive tobacco/nicotine control programming to benefit communities in the Contractor's catchment area.

Comprehensive commercial tobacco/nicotine control strategies are designed to lower the number of illnesses, disabilities, as well as fatalities caused by tobacco/nicotine use. A multi-pronged approach will be used to accomplish: 1) Community education on policies that influence tobacco/nicotine use/reduce health disparities; 2) Authentic community engagement to create community-specific tobacco/nicotine prevention activities; 3) Promotion of culturally-tailored tobacco/nicotine treatment resources; 4) Education on survey data specific to tobacco/nicotine priority populations; 5) Building/maintenance of the Contractor's tobacco/nicotine subject matter expertise; 6) Implementation of evidence-based tobacco/nicotine program interventions as identified in the CDPHE-provided Community Tobacco/Nicotine Initiatives Framework for Local Public Health Agencies (local public health agency framework).

The goal of this health project is to promote community-based commercial tobacco/nicotine control work as identified by the Tobacco Education, Prevention and Cessation Program. Funding of this project was created by Colorado Revised Statutes 25-3.5-804 which supports funding for community-based and statewide tobacco/nicotine education programs designed to reduce initiation of tobacco/nicotine use by youth, promote cessation of tobacco/nicotine use among youth, as well as reduce exposure to secondhand smoke and vape aerosol.

III. Definitions:

1. **Authentic Community Engagement:** a two-way exchange of information/ideas/resources to offer opportunities for communities to exercise power in decision-making.
2. **Business Days:** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.

EXHIBIT B

3. **Catchment Area:** geographic area(s) in which the Contractor performs tobacco/nicotine grant work.
4. **CDC:** Centers for Disease Control and Prevention.
5. **CDPHE:** Colorado Department of Public Health and Environment.
6. **Commercial Tobacco:** harmful products that are made and sold for profit by tobacco/nicotine industry companies. This is distinct from “traditional tobacco” used by Native American people and other groups for religious or ceremonial purposes.
7. **Equitable Enforcement:** a process of ensuring compliance with law and policy that considers and minimizes harm to people affected by health inequities.
8. **Healthy Kids Colorado Survey:** a survey on the health/well-being of young people and school health policies/practices that support youth health.
9. **Implementation Plan:** documented steps needed to implement the Contractor’s tobacco/nicotine project plan.
10. **LPHA:** Local Public Health Agency.
11. **Organizational Policy:** a course or method of action selected by an organization to guide decisions on matters of public interest/social concern.
12. **Place-Based:** approaches, community and stakeholder agencies collaborate to address health and contextual factors influencing the social well-being of a population within a defined geographic location.
13. **Priority Populations:** populations disparately affected due to higher tobacco/nicotine use and prevalence according to Colorado surveillance data, and that will be affected by an intervention.
14. **Quarterly:**
 - a. Quarter 1: July 1 – September 30
 - b. Quarter 2: October 1 – December 31
 - c. Quarter 3: January 1 – March 31
 - d. Quarter 4: April 1 – June 30
15. **Quit Attempts:** attempt to stop using tobacco and other nicotine products.
16. **Second Chance Program:** a web-based, interactive, self-directed alternative to a suspension education program for youth who have violated a tobacco/nicotine policy at school or a tobacco/nicotine law in the community.
17. **SFY:** State Fiscal Year. Means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year.
 - a. FY27: July 1, 2026 through June 30, 2027
 - b. FY28: July 1, 2027 through June 30, 2028
 - c. FY29: July 1, 2028 through June 30, 2029
18. **STEPP:** State Tobacco Education and Prevention Partnership.
19. **STEPP Project Officer:** STEPP program contact.
20. **Strategic Plan:** 2030 Colorado Commercial Tobacco Control Strategic Plan.

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21. **TTA:** Training and Technical Assistance.
22. **TFCA:** Tobacco-focused Community Assessment.
23. **Tobacco Grants Program:** STEPP.
24. **Youth:** individuals under age 21.
25. **Young Adults:** individuals between the ages 18 to 24 years old.
26. **Workflow:** a series of tasks – how tasks are accomplished, in what order, and by whom.

IV. Work Plan

Goal #1: Improve health and racial equity by promoting the well-being of all Coloradans through strategies focused on health promotion, prevention, in addition to access to care.

Objective #1: No later than the expiration date of this contract, reduce tobacco/nicotine initiation through the implementation of evidence-based, culturally responsive, and community-oriented tobacco control strategies, with a specific focus on priority populations, that align with the 2030 Education, Prevention and Cessation Tobacco Strategic Plan.

Primary Activity #1: The Contractor shall complete a Tobacco-focused Community Assessment (TFCA).

Sub-Activity #1:

1. The Contractor shall review the Tobacco Free CO website to better understand the project's scope in addition to requirements.
2. The Contractor shall develop a local strategic approach with input from STEPP that promotes environmental change efforts to reduce the following within the most tobacco/nicotine-burdened populations in the Contractor's catchment area:
 - a. Tobacco/nicotine initiation
 - b. Tobacco/nicotine use
 - c. Exposure to secondhand smoke
 - d. Exposure to vape aerosol.
3. The Contractor shall develop the TFCA.
4. The Contractor shall provide the TFCA via email to the CDPHE STEPP Project Officer.
5. The Contractor shall update the TFCA upon receiving CDPHE feedback.
6. The Contractor shall provide the final TFCA via email to the CDPHE STEPP Project Officer.
7. The Contractor shall use the approved TFCA.
8. The Contractor shall conduct a TFCA within the Contractor's catchment area to identify the most appropriate strategies related to the following:

EXHIBIT B

- a. tobacco/nicotine policy change.
 - b. improving accessibility of tobacco/nicotine treatment.
 - c. improving utilization of tobacco/nicotine treatment.
 - d. advancing youth-oriented awareness of the dangers of tobacco/nicotine products.
 - e. community education.
 - f. reductions in exposure to second-hand smoke and vape aerosol.
9. The Contractor shall evaluate the TFCA to determine which strategies best align with the LPHA CORE Framework.
 10. The Contractor shall implement strategies to prioritize priority populations, as defined in the Strategic Plan and the LPHA CORE Framework, in all efforts to reduce tobacco/nicotine use across the following settings:
 - a. Schools.
 - b. Multi-unit housing.
 - c. Behavioral health care systems
 - d. Social services settings
 - e. Municipal settings
 - f. other settings identified through community needs.

Primary Activity #2: The Contractor shall complete an implementation plan.

Sub-Activity #2:

1. The Contractor shall develop the implementation plan with input from the following:
 - a. CDPHE State Tobacco Education and Prevention Partnership (STEPP) Project Officer.
 - b. CDPHE-approved Technical Assistance provider(s).
2. The Contractor shall document the following in the implementation plan:
 - a. The detailed steps towards completing capacity-building activities as outlined in the Local Public Health Agency (LPHA) Framework.
 - b. The strategy(ies) the project will implement based on the data collected in the TCFA.
 - c. The detailed steps to achieve the objective of this contract.
3. The Contractor shall provide the implementation plan via email to the CDPHE STEPP Monitor.
4. The Contractor shall update the implementation plan upon receiving CDPHE feedback, including approval.
5. The Contractor shall document acceptance of the approved/agreed-upon implementation plan with a signature.
6. The Contractor shall implement the approved/agreed-upon implementation plan.

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Primary Activity #3: The Contractor shall revise the implementation plan annually, at a minimum.

Sub-Activity #3:

1. The Contractor shall provide the updated implementation plan with all changes clearly marked in redline format.
 2. The Contractor shall update the revised implementation plan upon receiving CDPHE feedback, including approval.
 3. The Contractor shall document acceptance of the approved/agreed-upon revised implementation plan with a signature.
 4. The Contractor shall implement the approved/agreed-upon revised implementation plan.
-

Primary Activity #4: The Contractor shall implement capacity-building activities as identified in the LPHA Framework provided by CDPHE.

Sub-Activity #4:

1. The Contractor shall implement capacity-building activities as outlined in the LPHA Framework provided by CDPHE each year.
 2. The Contractor shall implement at least one (1) capacity-building activity from the LPHA Framework issued annually.
-

Primary Activity #5: The Contractor shall complete at least one (1) initiative to reduce tobacco/nicotine-related health disparities among priority populations in the Contractor's catchment area.

Sub-Activity #5:

1. The Contractor shall facilitate at least one (1) initiative to reduce tobacco/nicotine-related health disparities among priority population within the Contractor's catchment area.
2. The Contractor shall develop community understanding of the following topics as tobacco/nicotine control strategies are introduced at the local level:
 - a. tobacco/nicotine-related health disparities among priority populations
 - b. importance of policies that influence tobacco/nicotine use.
 - c. importance of the availability of evidence-based tobacco/nicotine treatment resources.
3. The Contractor shall use the Best Practices for Comprehensive Tobacco Control Programs User Guide to:
 - a. Apply it in all education efforts directed at community members and policymakers.
 - b. Guide education efforts on tobacco/nicotine control policies shown to reduce use.

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- c. Implement youth and adults task force model to support community mobilization.
- d. Document and report on how the guide was applied in each education effort
- e. Document and report on how the guide was applied to how the youth and adult task force was engaged.

Primary Activity #6: The Contractor shall implement the tobacco/nicotine policy change processes designed to reduce initiation/prevalence of tobacco/nicotine use through the adoption of tobacco/nicotine policy changes.

Sub-Activity #6:

- 1. The Contractor shall use the LPHA Framework provided by CDPHE.
- 2. The Contractor shall develop community understanding of tobacco/nicotine policy changes designed to reduce prevalence/initiation of tobacco/nicotine use.
- 3. The Contractor shall use the promotion of tobacco/nicotine-free social norms to prevent tobacco/nicotine initiation among youth/young adults.
- 4. The Contractor shall promote tobacco/nicotine treatment as part of tobacco/nicotine policy change activities.
- 5. The Contractor shall provide a copy of the following in the event that the Contractor's catchment area passes new local tobacco/nicotine ordinances, as well as tobacco/nicotine-related organizational policies:
 - a. local tobacco/nicotine ordinances.
 - b. local tobacco/nicotine-related organizational policy.

Primary Activity #7: The Contractor shall implement the tobacco/nicotine policy change processes designed to reduce exposure to secondhand smoke and/or vape aerosol, through the adoption of tobacco/nicotine policy changes.

Sub-Activity #7:

- 1. The Contractor shall use the LPHA Framework provided by CDPHE.
- 2. The Contractor shall develop community understanding of tobacco/nicotine policy changes designed to reduce exposure to secondhand smoke and vape aerosols.
- 3. The Contractor shall provide education to community members that facilitates the following:
 - a. Adoption of place-based smoke and/or vapor/tobacco/nicotine-free policies
 - b. Implementation of place-based smoke and/or vapor/tobacco/nicotine-free policies
 - c. Equitable enforcement of place-based smoke and/or vapor/tobacco/nicotine-free policies
 - d. Promotion of tobacco/nicotine treatment resources.

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4. The Contractor shall provide a copy of the following in the event that the Contractor's catchment area passes new local tobacco ordinances as well as tobacco/nicotine-related organizational policies:
 - a. local tobacco/nicotine ordinances
 - b. local tobacco/nicotine-related organizational policy.

Primary Activity #8:

The Contractor shall facilitate initiatives that improve access to, along with encouraging the use of evidence-based treatment services by implementing culturally appropriate strategies.

Sub-Activity #8:

1. The Contractor shall use the LPHA Framework provided by CDPHE.
2. The Contractor shall promote widespread adoption of tobacco/nicotine treatment interventions, including environmental approaches, in a variety of clinical and/or community settings.
3. The Contractor shall provide education/technical assistance to:
 - a. maximize opportunities to screen for tobacco/nicotine use.
 - b. link people who use tobacco/nicotine to evidence-based cessation treatment.
4. The Contractor shall implement the reduction of barriers to accessing cessation services by collaborating with clinical/community entities to:
 - a. assess the current status of tobacco/nicotine screening and intervention
 - b. integrate treatment/referral processes into existing medical/social care settings
 - c. promote the availability of low/no cost cessation benefits, including those offered through the:
 - i. Colorado QuitLine
 - ii. Medicaid
 - d. Where applicable, the Contractor shall support the adoption of tobacco/nicotine-free policies.

Primary Activity #9: The Contractor shall complete all required grant reporting requirements.

Sub-Activity #9:

1. The Contractor shall complete quarterly progress reports on a CDPHE-approved Quarterly Progress Report template.
 2. The Contractor shall complete annual progress reports on a CDPHE-approved Annual Progress Report template.
-

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Standards and Requirements

1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The Contractor shall monitor documents and website content for updates and comply with all updates.
2. The Contractor shall adhere to the Best Practices User Guides. This information is located on [Tobacco Free CO website](#), and made a part of this contract by reference.
3. The Contractor shall adhere to the requirements in the CDPHE-provided local public agency framework. This information is located on [Tobacco Free CO website](#), and is made a part of this contract by reference.
4. CDPHE will provide the Contractor with the LPHA Framework at the beginning of each SFY.
5. CDPHE will provide the implementation plan template via email to the Contractor no later than fifteen (15) Business Days following the contract execution date.
6. CDPHE will provide feedback to the Contractor on the implementation plan via email within ten (10) Business Days of receipt.
7. The Contractor shall prepare to incorporate the feedback from CDPHE within five (5) Business Days of receipt.
8. CDPHE will provide feedback to the Contractor on the revised implementation plan via email within five (5) Business Days of receipt, using one of the following responses:
 - a. Accepted changes to the implementation plan.
 - b. Decline changes to the implementation plan.
 - c. Accepted all changes in the redlined implementation plan to create a clean version prior to final review.
9. CDPHE will provide feedback to the Contractor on the revised implementation plan via email within 21 Business Days of receipt.
10. The Contractor shall use CDC's Best Practices for Comprehensive Tobacco Control Programs User Guide in all efforts to educate the community/policy makers about tobacco/nicotine control policies. This information is located on CDPHE's website, and is incorporated and made a part of this contract by reference.
11. The Contractor shall comply with the National Association of County and City Health Officials (NACCHO) Program and Funding Guidelines for Comprehensive Tobacco Control Programs at the Local Level to apply the recommendations of CDC's Best Practices. This information is located on [NACCHO's website](#), and is incorporated and made a part of this contract by reference.
12. The Contractor shall use the National Library of Medicine's National Center for Biotechnology Information publication, *Treating Tobacco Use and Dependence: 2008 Update*, as a resource learn about effective, experimentally validated tobacco dependence

EXHIBIT B

treatments and practices. This information is located on [NIH's website](#), and is incorporated and made a part of this contract by reference.

13. The Contractor shall, based on activities identified in the implementation plan, utilize CDPHE-approved technical assistance providers. This information is located on [Tobacco Free CO website](#), and is incorporated and made part of this contract by reference.
14. The Contractor shall use CDC's Health Equity in Tobacco Prevention and Control Best Practices User Guides to support tobacco control staff and partners in implementing evidence-based best practices by translating research into practical guidance. This information is located on [CDPHE's website](#), and is incorporated and made part of this contract by reference.
15. The Contractor shall adhere to the Tobacco Education, Prevention, & Cessation Strategic Plan when assessing the tobacco/nicotine related impact to the Contractor's catchment area. This information is located on [CDPHE's website](#), and is incorporated and made part of this contract by reference.
16. The Contractor shall use the Attitudes and Behaviors Survey (TABS) to assess the tobacco/nicotine related impact to the Contractor's catchment area. This information is located on the [CDPHE's Explore data website](#), and is incorporated and made part of this contract by reference.
17. The Contractor shall use the Healthy Kids Colorado Survey Dashboard to assess the tobacco/nicotine related impact to the Contractor's catchment area. This information is located on [CDPHE's Healthy Kids Colorado Survey Dashboard website](#), and is incorporated and made part of this contract by reference.
18. The Contractor shall use the Tobacco Retailer Access Colorado Dashboard to assess the tobacco/nicotine related impact to the Contractor's catchment area. This information is located on [CDPHE's TRAC website](#), and is incorporated and made part of this contract by reference.
19. The Contractor shall use the Colorado Quitline website to verify FDA Compliance Check Inspections of Tobacco Product Retailer. This information is located on [Colorado Quitline website](#), and is incorporated and made a part of this contract by reference.
20. The Contractor shall use the Community Engagement Toolkit to assess the tobacco/nicotine related impact to the Contractor's catchment area. This information is located on [CDPHE's website](#), and is incorporated and made a part of this contract by reference.
21. The Contractor shall use the Colorado Quitline reports. This information is located on [Tobacco Free CO website](#), and is incorporated and made a part of this contract by reference.
22. The Contractor shall use the STEPP Implementation Plan Template. This document is located on [Tobacco Free CO website](#), and is incorporated and made a part of this contract by reference.
23. The Contractor shall use STEPP Tobacco Focused Community Assessment guidance. This information is located on [Tobacco Free CO website](#), and is incorporated and made a part of this contract by reference.

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24. The Contractor shall comply with Colorado's Tobacco-Free Schools Law (C.R.S. 25-14-103.5) when facilitating the development of Tobacco-Free Schools Policies. This information is located under [Title 25 Health on FindLaw's website](#), and is incorporated and made part of this contract by reference.
25. The Contractor shall prepare to notify the STEPP Project Officer within five (5) business days following the passage of any of the following within the Contractor's catchment area:
 - a. A municipal ordinance related to tobacco/nicotine control.
 - b. An organizational policy issue related to tobacco/nicotine.
26. The Contractor shall notify the STEPP Project Officer within five (5) business days of any accepted presentations or posters for state and national conferences.
27. The Contractor shall notify the STEPP Project Officer within five (5) business days of any published evaluation results produced through STEPP-funded commercial tobacco/nicotine control work.
28. CDPHE will provide the Contractor with the Quarterly Progress Report template via email no later than ten (10) Business Days prior to the due date specified in the Deliverable Section, which will include the following:
 - a. Results of capacity-building efforts aligned to the LPHA Framework
 - b. Results of strategy-level work aligned to the LPHA Framework
29. CDPHE will provide the Contractor with the Annual Progress Report template via email no later than 30 Business Days prior to the due date specified in the Deliverables Section, which will include the following:
 - a. Successes from the year
 - b. Challenges from the year
30. The Contractor shall provide metrics/measures/project progress information in the following reports using the reporting tool provided by CDPHE's Evaluation Contractor:
 - a. Quarterly progress reports
 - b. Annual Reports
31. CDPHE will perform aggregate data through the CDPHE's Evaluation Contractor as part of the macro-evaluation of the Tobacco Grants Program.
32. The Contractor shall attend bi-monthly STEPP Update calls.
33. The Contractor shall attend scheduled Learning Community Calls specific to evidence-based tobacco/nicotine program interventions in which the Contractor works during the contract period.
34. The Contractor shall develop a media plan with guidance and prior approval from the CDPHE Tobacco Communications Specialist prior to:
 - a. Placement of any media buys
 - b. Implementation of any communication plan through media mechanisms.

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35. CDPHE will approve media plans within 15 business days of submission.
36. The Contractor shall use existing, customizable media materials. This information is located on [Tobacco Free CO website](#), and is incorporated and made a part of this contract by reference.
37. The Contractor shall submit a request and retain prior approval from Project Officer prior to:
 - a. Purchasing promotional items for community engagement events.
 - b. Purchasing items to support evidence-based tobacco/nicotine treatment.
38. CDPHE will approve requests for promotion items and items to support evidence-based tobacco treatment within 15 business days of submission.
39. The Contractor shall prepare to inform the STEPP Project Officer within 15 business days of hire of any new tobacco program staff.
40. CDPHE's STEPP Project Officer will set up one (1) telephone/webinar appointment with the Contractor's new tobacco program staff to discuss STEPP roles/responsibilities within 15 business days of notification by the Contractor.
41. The Contractor shall communicate to all new tobacco program staff the requirement to complete the STEPP New Employee Onboarding Checklist within three (3) to six (6) months of hire. This information is located on [Tobacco Free CO website](#), and is incorporated and made a part of this contract by reference.
42. The Contractor shall plan to participate in a minimum of two (2) STEPP-approved trainings/capacity building opportunities, annually.
43. The Contractor shall obtain from each subcontractor a Memorandum of Understanding/other binding contractual agreement.
44. The Contractor shall, upon request, provide CDPHE with copies of subcontractors' Memoranda of Understanding/other binding contractual agreement within 15 business days of request.
45. If purchasing gift cards, the Contractor shall, upon request, provide to CDPHE written procedures related to gift card purchasing/handling. At a minimum, procedures shall include the following:
 - a. How the gift card inventory is tracked/maintained
 - b. Gift card storage/safeguards against theft
 - c. The primary person responsible for securing/distribution of gift cards
 - d. A gift card distribution log that records:
 - i. Each gift card number
 - ii. Gift card dollar amount
 - iii. Printed name of each gift card recipient
 - iv. Signature of each gift card recipient

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- e. Ensure gift cards are not used to purchase tobacco/nicotine products
- 46. The Contractor shall prepare to return to STEPP all equipment less than three (3) years old purchased with STEPP grant funds by no later than the end of the contract period.
- 47. The Contractor shall, unless otherwise indicated, submit deliverables via email to the STEPP Project Officer at cdphe_stepp_pg@state.co.us.
- 48. The Contractor shall complete all final deliverables as non-reimbursable deliverables.

Expected Results of Activity(s)

- 1. Reduce tobacco/nicotine use in addition to initiation among youth, young adults, and priority populations.
- 2. Reduce in tobacco/nicotine-related health issues through implementation of evidence-based interventions.
- 3. Reduce exposure to harmful substances in both schools in addition to community settings.
- 4. Decrease gaps in tobacco/nicotine control by implementing policies that aligned with project goals.
- 5. Reduce delays in implementation by documenting progress towards project goals.

Measurement of Expected Results

- 1. CDPHE received the creation of the Tobacco-Focused Community Assessment.
- 2. CDPHE received the signed implementation plan
- 3. CDPHE received Quarterly Progress Reports.
- 4. CDPHE received Annual Reports.

Deliverables

Description	Completion Date
1. The Contractor shall submit a final signed implementation plan.	No later than 7/30
2. The Contractor shall submit a revised implementation plan.	Annually, no later than 7/30
3. The Contractor shall submit a final Tobacco-Focused Community Assessment.	No later than 03/30/2027
4. The Contractor shall submit quarterly progress reports.	Annually, no later than 15 calendar days after the end of quarter (10/15, 01/15, 04/15, 07/15)

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Description	Completion Date
5. The Contractor shall submit an annual report	Annually, no later than 07/15
6. The Contractor shall submit language related to: a. local tobacco/nicotine ordinances b. local tobacco/nicotine-related organizational policy	No later than five (5) business days after publication

V. Monitoring

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the STEPP Project Officer. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

VI. Resolution of Non-Compliance

The Contractor will be notified in writing within **15** calendar days of discovery of a compliance issue. Within **30** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the STEPP Project Officer and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.



COLORADO
Department of Public
Health & Environment

PREVENTION SERVICES DIVISION- 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing #2027*0292

Contractor Name	Prowers County Public Health and Environment	Program Contact Name, Title, Phone and Email	Meagan Hillman PA-C, MBA, CPH Director, 719-336-8721, mhillman@prowerscounty.net
Budget Period	07/01/2026 - 06/30/2027	Fiscal Contact Name, Title, Phone and Email	Reyna Perez, Accountant, 719-336-8721, pcpheaccountant@prowerscounty.net
Project Name	STEPP Tobacco Program	Contract (CT or PO) Number	CTGG1 FHLA 2027*0292

Expenditure Categories

**Personal Services
Salaried Employees**

Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDPHE
Director	The Director will provide project oversight to include strategic planning and visioning, project management, budget oversight, advocacy and communications with County Commissioners, and oversight of future implementation strategies of the STEPP funded Tobacco program.	121,000.00	26,000.00	20.00%	29,400.00
Tobacco Program Manager/Principal Investigator	This position will provide tobacco education and tobacco prevention strategy dissemination in two counties, including partnership development with County School District's communications and athletic programs, engaging city municipalities, schools and medical clinics, developing media materials, and conducting community outreach with oral/medical health providers. This individual will be the point person on the Tobacco Focused Community Assessment and will continue to lead efforts with larger community surveys around nicotine and vaping for Counties.	55,000.00	15,000.00	80.00%	56,000.00

PH Nurse	The Public Health Nurse will incorporate tobacco cessation into immunization and communicable disease management appointments to facilitate discussions about tobacco/nicotine use and offer cessation resources and support (to include cessation referral) for each patient visit and/or family that may be using tobacco or vape/nicotine products and/or are exposed to secondhand smoke. Nurse will also participate and assist in working with Schools to assess the need for tobacco/Nicotine cessation strategies and programming.	77,000.00	10,000.00	25.00%	21,750.00
Accountant	This position provides day to day management of funds and contracts through budget and reimbursement request preparation, coordinating and approving budget adjustments and revisions as necessary.	56,000.00	18,000.00	8.00%	5,920.00
Fringe	Fringe includes FICA, Medicare, retirement, health insurance(also vision, dental and life) insurance, and unemployment.				
Personal Services Hourly Employees					
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
PH staffer	This position will assist with coalition building, outreach, preparation of materials as directed by the program manager, staff community meetings, translation/interpretation services for tobacco cessation classes, and all materials for the media campaign, which will be submitted to the STEPP program for approval.	18.90	7.60	170.00	4,505.00
PH staffer Kiowa	Under the direction of the Tobacco Program Manager and signed MOU, this position will assist with building community relationships, conducting outreach, engagement, and implementing tobacco program activities. Coordinate with the program manager to prepare and disseminate tobacco education and materials, information for community outreach, and meetings in Kiowa County.	19.87	2.10	170.00	3,734.90
Total Personal Services (including fringe benefits)					121,309.90
Supplies & Operating Expenses					
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE	

Office Supplies	Paper, copies, pens, notebooks, paperclips, etc. (\$11/per month/county) based on the typical cost of office supplies for a startup, new and expanded program in Kiowa and Prowers Counties (22.00 x 12= 264) Pens - Promotional materials for outreach \$1/unit based on internet search showing average price for pen (1.00 X 536 pens= 536) Reusable bags- to hold and disseminate promotional tobacco materials for outreach to Prowers and Kiowa \$1.05/unit based on internet prices showing average price for reusable shopping bags (1.05 x 600 = \$630)	1,430.00	1.00	1,430.00
Quit Kit	Kits to assist with engaging and encouraging community members to use and sustain participation with Tobacco Treatment Programs, approved by the STEPP program. These include required postcards as well as approved optional materials such as fidgets and gum at \$5/kit	5.00	291.00	1,455.00
Meeting Owl and expanded mic	Meeting owl to convene community member meetings and outreach remotely. This will be used exclusively for the Tobacco Program.	2,500.00	1.00	2,500.00
Community Member refreshments/Incentives	Food/Refreshments for in-person outreach meetings, and convened focus groups to complete the Tobacco Assessment Food (snacks and water). These are incentives for in-person meetings with community members to participate in and inform the Tobacco Focused Community Assessment. 25 participants at \$15/person per meeting x 10 meetings (to cover Prowers and Kiowa counties, for youth and adult coalition meetings). *Excluded from indirects	375.00	10.00	3,750.00
Cell phone	Principal Investigator/Program Manager - cell phone (\$75/month) based on current rates paid per our cell service provider	75.00	12.00	900.00
Advertising, radio and social media	Monthly ads that placed in Prowers and Kiowa counties (\$1000/month) Costs are based on local rates with agencies that assist with other programs that we use. This will be part of our media/advertisement/communication plan and subject to change contingent upon STEPP Program approval.	1,000.00	12.00	12,000.00
Billboard	Vape/tobacco educational billboards, as part of the media/advertisement/communication plan, contingent upon STEPP Program approval, and subject to change. \$1200/month for 2 billboards in Prowers/Kiowa, based on previous costs incurred placing billboards in Prowers County.	1,200.00	12.00	14,400.00
Total Supplies & Operating				36,435.00
Travel				
Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Mileage	Mileage for travel to Denver for 2 meetings (210 miles one way=420 miles roundtrip) and mileage to and from Kiowa County (72 miles roundtrip x5 trips) for outreach \$0.725/mile	0.73	1,200.00	870.00

Meals	Principal investigator/ Program Manager and Director will attend two (2) mandatory trainings in Denver. Meal estimate is based on current government per diem rate for Denver: Travel day per diem reimbursement at \$69 and full day reimbursement at \$92.00. Costs represent two days of travel per diem and two days of full per diem for each training since meals will not be provided. (2 x \$69) + (2 x \$92) = \$138 + \$184 = \$322/per training, per person.	322.00	4.00	1,288.00
Lodging	Overnight stay for Principal Investigator/Program Manager and Director to attend two mandatory meetings in Denver. Estimate is based on current government per diem rate for Denver. \$215/night x 3 nights x 2 trainings/person	215.00	12.00	2,580.00
Parking	Parking for 6 days at \$25/day in Denver	25.00	6.00	150.00
Total Travel				4,888.00
Contractual				
Subcontractor Name	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
	Line not open			-
Total Contractual				-
SUB-TOTAL OF DIRECT COSTS				162,632.90
Indirect				
Item	Description of Item	Percentage		Total Amount Requested from CDPHE
CDPHE-Negotiated Indirect Cost Rate	CY 2026 13.45% of Modified Total Direct Cost (MTDC): MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$50,000.	13.45%		21,367.10
Total Indirect				\$21,367.10
TOTAL				\$184,000.00



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 4/28/26

Submitter: Don Wilson

Submitted to the County Administration Office on: 4/21/26

Return Originals to: Don Wilson

Number of originals to return to Submitter: 1

Contract Due Date: 4/30/26

Item Title/Recommended Board Action:

Consider approval of a letter sent to Colorado State Climatologist regarding D3 (Extreme Drought) designation for Prowers County.

Justification or Background:

Multiple Counties in the southeast part of the state are seeking this designation to streamline the possibility of federal support.

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

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Admin Office Internal Use

County Approvals (as needed):

Attorney _____

Finance _____

Clerk _____

HR _____



Board of County Commissioners

Prowers County

301 South Main, Suite 215

Lamar, Colorado 81052-2857

(719) 336-8025

FAX: (719) 336-2255

TY HARMON
FIRST DISTRICT

RON COOK
SECOND DISTRICT

ROGER STAGNER
THIRD DISTRICT

Dr. Russ Schumacher
Colorado State Climatologist
Department of Atmospheric Science
Colorado State University
1371 Campus Delivery
Fort Collins, CO 80523

Subject: Support for D3 (Extreme Drought) Designation

Dear Dr. Schumacher,

The Prowers County Board of County Commissioners respectfully submits this letter in support of designating Prowers County under a D3 (Extreme Drought) classification.

Prowers County continues to experience prolonged and increasingly severe drought conditions resulting in significant impacts to agriculture, water resources, livestock operations, municipal supplies, and the overall local economy. Below-average precipitation and persistently elevated temperatures have increased evaporative demand and stressed surface and groundwater systems throughout the county, while historically low upstream snowpack and early-season warmth have reduced runoff and limited irrigation supplies as the growing season begins. Local observations and sector-specific impacts provide critical context for drought classification, particularly in agriculturally dependent regions that rely heavily on groundwater and irrigation supplies, such as Prowers County.

Local agricultural producers are reporting concerns regarding crop losses, reduced forage availability, and escalating input and hauling costs. Many livestock operators have indicated that continued drought conditions and limited pasture productivity may force future herd reductions if conditions do not improve. Irrigation-dependent producers are encountering constrained water supplies at the outset of the irrigation season and uncertainty regarding allocations and well reliability, placing current yields and long-term operational viability at increased risk. Agriculture is a cornerstone of Prowers County's economy and community, and continued drought conditions pose disproportionate risks to local producers, employment, and overall economic stability.

In Prowers County, drought impacts to agriculture, water systems, and community stability are closely interconnected, and droughts of this magnitude can be particularly disruptive for regions like Prowers County, where agricultural production and water availability are closely linked, and recovery can extend well beyond a single season if conditions persist.

Municipal and rural domestic water systems within Prowers County are under increasing strain due to limited recharge, elevated demand, and continued dry conditions, with growing concerns regarding the sustainability of groundwater supplies and available storage. The continued absence of meaningful precipitation poses serious risks to essential public services, long-term water security, and economic stability throughout the region. Prowers County's reliance on groundwater and limited storage capacity increases vulnerability during extended dry periods and amplifies the impacts of elevated temperatures and reduced recharge.

Based on verified local observations, documented economic impacts, and measurable hydrologic decline, Prowers County strongly supports recognition of D3 (Extreme Drought) conditions. Accurate classification is essential to ensuring proportional situational awareness, coordinated planning, and timely response across state and federal partners, and to supporting access to available preparedness, mitigation, and assistance resources. This designation is critical to accurately reflecting on-the-ground conditions affecting southeastern Colorado.

Prowers County appreciates your continued leadership and collaboration in monitoring and evaluating drought conditions across Colorado. We respectfully request that these documented local conditions be given full consideration in upcoming drought assessments and classification updates affecting southeastern Colorado.

Sincerely,

Roger Stagner _____
County Commissioner

Ty Harmon _____
County Commissioner

Ron Cook _____
County Commissioner



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 4/28/26

Submitter: Michelle Hiigel

Submitted to the County Administration Office on: 04/09/2026

Return Originals to: Michelle Hiigel

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval for corrections to the Subdivision Exemption Application by Mark Bosley, Niccola Lauritsen, and Monette Strailey in the W1/2W1/2 of Section 20, Township 23, Range 46 West, correcting the Subdivision Application and agenda items to read First Subdivision in place of Second Subdivision, and correcting the acreage to 37.79 acres in place of approximately 5 acres. The application was approved by the Planning Commission on February 18, 2026 and on March 10, 2026 by the BOCC

Justification or Background:

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

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Admin Office Internal Use

County Approvals (as needed):

Attorney _____

Finance _____

Clerk _____

HR _____

Correction

Subdivision
Exemption No.

SUBDIVISION APPLICATION AND SUMMARY FORM

PLEASE READ NOTE AND SIGN BELOW:

THE SUBMITTED APPLICATION PACKAGE REQUIRES SPECIFIC REPORTS/INFORMATION WHICH MAY NOT BE ADEQUATE AS DETERMINED THROUGH THE REVIEW PROCESS. ADDITIONAL INFORMATION MAY BE REQUIRED. ALSO, THE ACCEPTANCE OF THE APPLICATION PACKAGE DOES NOT MEAN THE SPECIFIC INFORMATION HAS BEEN APPROVED AND IN FINAL FORM. REVISIONS TO THE INFORMATION AND/OR REPORTS MAY BE REQUIRED. REQUESTS FOR WAIVERS OF ANY OF THESE REQUIREMENTS MUST BE ACCOMPANIED BY A LETTER OF JUSTIFICATION. THE PROWERS COUNTY PLANNING COMMISSIONERS WILL HEAR THE WAIVER REQUEST CONCURRENTLY WITH THE APPLICATION. DENIAL OF THE WAIVER REQUEST SHALL RENDER THIS APPLICATION INCOMPLETE AND RESULT IN THE REQUIREMENT FOR A NEW SUBMITTAL ACCEPTANCE DATE AND REVIEW PERIOD. YOUR SIGNATURE BELOW INDICATES ACCEPTANCE OF THESE CONDITIONS.

Mark Bosley, Niccolò Lauritsen, Monette Straily

Date: 1-20-26

Brian E. Lauritsen, POA
Applicant's / Representative's Signature

If other than owner's signature, a letter of consent authorizing the applicant/representative to act in the owner's behalf must be included.

Property Owner: Mark Bosley, Niccolò Lauritsen, Monette Straily

Address: Trinidad, CO, Lamar, CO, Yountville CA

Telephone Number: 719-557-1033 707-363-0406 719-940-0732 Email: valleyagbrian@hotmail.com

Applicant's Representative: Brian E. Lauritsen

Address: 107 Mill St, Lamar CO 81052

Telephone Numbers: 719-940-0730 Email: valleyagbrian@hotmail.com

Surveyor or Engineer: _____ Telephone: _____

Location of Subdivision: 2nd **First Subdivision***

Subdivision (1st, 2nd, etc.) 1st Subdivision

Quarter SW 1/4 NW 1/4

Section 20 Township 23S Range 46W **or**

Lot _____ Block _____ Subdivision _____

Attach Copy of Deed

Tax parcel number of property (County Assessor's Records) 963172016

Current land classification as per Assessor's Records Vacant

If irrigated, will water shares be allocated to the subdivided parcel? _____ Yes ☒ No

Is there a Deed of Conservation Easement attached to this property? _____ Yes ☒ No

If YES, attach copy

Proposed Use of Land Residential house

Proposed Water Source City of Lamar

Proposed Means of Sewage Disposal Septic / City of Lamar (?)

Proposed Road Access Memorial Drive

37.79 acres*

Proposed Lot Size ~~5.4 acres~~ on south end of property

-
-
- The Prowers County Planning Commission recommends approval of this request for subdivision exemption.

Prowers County Planning Commission, Chair



Dated this 18 day of Feb, 2026

- The Prowers County Board of County Commissioners grants approval of this request for subdivision exemption.

Prowers County Board of County Commissioners, Chair



Dated this 10th day of MARCH, 20 26



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 4/28/26

Submitter: Michelle Hiigel

Submitted to the County Administration Office on: 04/09/2026

Return Originals to: Michelle Hiigel

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of the Subdivision Exemption Final Plat Map by Mark Bosley, Niccola Lauritsen, and Monette Straily. Application was approved February 18, 2026 by the Planning Commission and on March 10, 2026 by the BOCC. Minor Subdivision for a First Subdivision in the W1/2W1/2 of Section 20, Township 23, Range 46 West, the 6th P.M. Subdividing 37.79 acres into three tracts; Tract #1-6.60 acres, Tract #2-25.85 acres, and Tract #3-5.34 acres, to be recorded in the County Clerk's Office.

Justification or Background:

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

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Admin Office Internal Use

County Approvals (as needed):

Attorney _____

Finance _____

Clerk _____

HR _____

FIRST SUBDIVISION

APPLICANT'S CERTIFICATE
I/We hereby apply for a Standard Exemplification from the Prowers County Subdivision Regulations as provided for therein for the tract of land as hereinafter described and for the information as shown hereon, in true and correct belief to the best of my/our knowledge and belief.

Mark Bailey
Michele Straily
By: *[Signature]* 4/8/26

SURVEYOR'S STATEMENT MARCH 24, 2026

I, LANCE W. BRUNDAGE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE FOREGOING SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND KNOWLEDGE, INFORMATION AND BELIEF AND TO THE HIGHEST DEGREE OF CARE AND ACCURACY AND THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE COLORADO SURVEYING ACT AND THE RULES AND REGULATIONS THEREUNDER AND THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE COLORADO SURVEYING ACT AND THE RULES AND REGULATIONS THEREUNDER AND THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE COLORADO SURVEYING ACT AND THE RULES AND REGULATIONS THEREUNDER.



LANCE W. BRUNDAGE
REGISTERED PROFESSIONAL
LAND SURVEYOR
COLORADO 3087

PLANNING COMMISSION:
PROWERS COUNTY, COLORADO:

Reviewed and Approved by the Prowers County Planning Commission.

Chairman: *[Signature]* Date: 4-8-26

BOARD OF COUNTY COMMISSIONERS:
PROWERS COUNTY, COLORADO:

Reviewed and Approved by the Board of County Commissioners, Prowers County, Colorado.

Chairman: _____ Date: _____

STATE OF COLORADO: S.S.

I hereby certify that this instrument of record was filed in my office on the _____ day

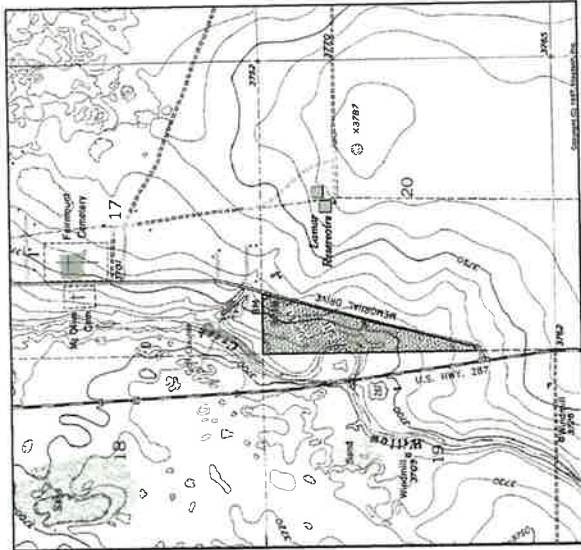
of _____ 20____ at _____ M. under Reception number _____

Clerk and Recorder: _____ By: _____

DESCRIPTION OF TRACT

A Tract of land being that part of the W1/2 of Sec. 20, T.23S., R.46W., of the 6th P.M., Prowers County, Colorado, containing 23.534 Acres, more or less, being the same as shown on the plat of said tract as recorded at Book 456, Page 137, Prowers County, Colorado.

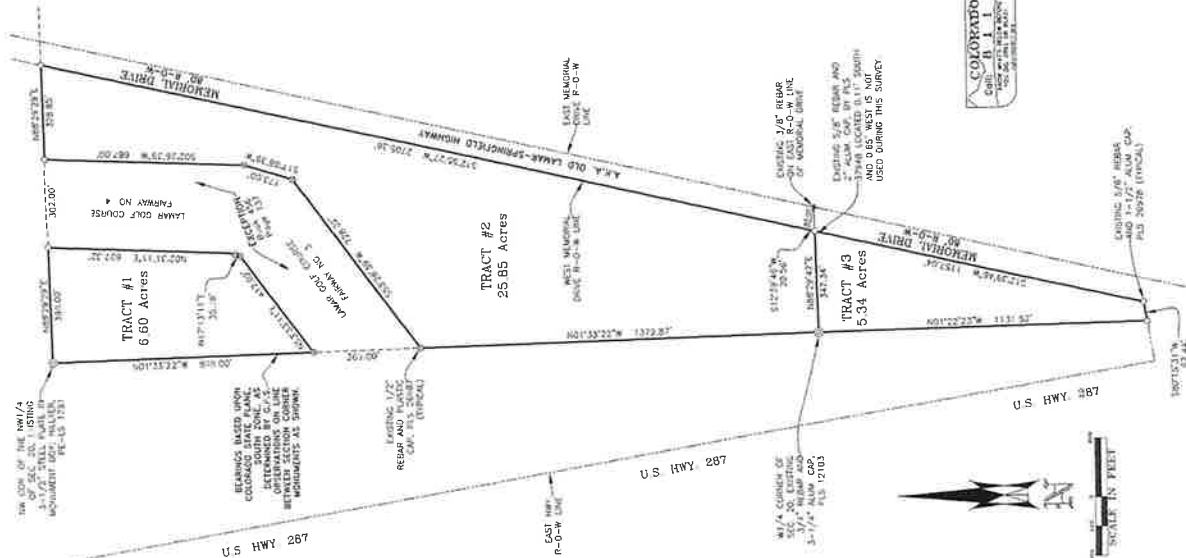
FIRST SUBDIVISION OF THE W1/2 of SEC. 20, T.23S., R.46W., OF THE 6th P.M., PROWERS COUNTY, COLORADO.



VICINITY MAP

NOTICE: THE SURVEY WAS MADE WITHOUT THE BENEFIT OF AN UNPAID ABSTRACT ON THE PART OF THE SURVEYOR. THE SURVEYOR IS NOT RESPONSIBLE FOR THE ACCURACY OF THE ABSTRACT. THE SURVEYOR IS NOT RESPONSIBLE FOR THE ACCURACY OF THE ABSTRACT. THE SURVEYOR IS NOT RESPONSIBLE FOR THE ACCURACY OF THE ABSTRACT.

SUBDIVISION PLAT



	SUBDIVISION PLAT		PROJECT LOCATION	PROJECT LOCATION	CLIENT
	APPROVED	RECEIVED	DATE OF THE 4/7/2026, SEC. 20, T.23S., R.46W., 6th P.M., PROWERS COUNTY, COLORADO	DATE OF THE 4/7/2026, SEC. 20, T.23S., R.46W., 6th P.M., PROWERS COUNTY, COLORADO	BOSLEY, LAURITSEN, STRAILY
APPROVED	RECEIVED	DATE OF THE 4/7/2026, SEC. 20, T.23S., R.46W., 6th P.M., PROWERS COUNTY, COLORADO	DATE OF THE 4/7/2026, SEC. 20, T.23S., R.46W., 6th P.M., PROWERS COUNTY, COLORADO	DATE OF THE 4/7/2026, SEC. 20, T.23S., R.46W., 6th P.M., PROWERS COUNTY, COLORADO	DATE OF THE 4/7/2026, SEC. 20, T.23S., R.46W., 6th P.M., PROWERS COUNTY, COLORADO



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 4/28/26

Submitter: Kendall Pearson, Director of Operations-OPC

Submitted to the County Administration Office on: 04/13/2026

Return Originals to: Kendall Pearson

Number of originals to return to Submitter: 3

Contract Due Date: 4/30/26

Item Title/Recommended Board Action:

Consider approval of State of Colorado Intergovernmental Agreement Contract Number 27-202765 between the Department of Health Care Policy and Financing and Board of County Commissioners of Prowers County to Operate the Overflow Processing Center to Receive and Process all Medicaid and CHP+ Backlog Applications, Eligibility Determinations and Re-determinations and authorizing BOCC Chairman Roger Stagner to execute the Agreement electronically.

Justification or Background:

Continuation of prior contract with State of Colorado.

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

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Admin Office Internal Use

County Approvals (as needed):

Attorney _____

Finance _____

Clerk _____

HR _____

State of Colorado Intergovernmental Agreement

Cover Page

State Agency

Department of Health Care Policy and
Financing

Contractor

Board of County Commissioners of Prowers
County

Contract Number

27-202765

Contract Performance Beginning Date

July 1, 2026

Initial Contract Expiration Date

June 30, 2027

Contract Maximum Amount**Initial Term**

State Fiscal Year Initial Year 2027:
1,904,677.00

Extension Term

State Fiscal Year Extension Term 1 2028:
\$0.00

State Fiscal Year Extension Term 2 2029:
\$0.00

State Fiscal Year Extension Term 3 2030:
\$0.00

State Fiscal Year Extension Term 4 2031:
\$0.00

Total for All State Fiscal Years: 1,904,677.00

Contract Authority

Authority to enter into this Agreement exists
in C.R.S. § 25.5-1-101, *et. seq.*

Contract Purpose

Contractor shall operate the Overflow Processing Center to receive and process all Medicaid and CHP+ backlog applications, eligibility determinations, and redeterminations.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Contract:

1. Exhibit A - HIPAA Business Associate Agreement
2. Exhibit B - Statement of Work
3. Exhibit C - Rates
4. Exhibit D - Terminology
5. Exhibit E - Contractor's Administrative Requirements
6. Exhibit F - Sample Option Letter
7. Exhibit G - Contract Federal Provisions
8. Exhibit H - PII Certification

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

1. Exhibit A - HIPAA Business Associate Agreement
2. Exhibit G - Contract Federal Provisions
3. Colorado Special Provisions in §17 of the main body of this Contract
4. The provisions of the other sections of the main body of this Contract
5. Exhibit B - Statement of Work
6. Exhibit C - Rates
7. Exhibit D - Terminology
8. Exhibit E - Contractor's Administrative Requirements
9. Exhibit H - PII Certification
10. Exhibit F - Sample Option Letter

Principal Representatives

For the State:

Vanessa Garcia

Colorado Department of Health Care Policy
and Financing

303 E 17th Ave,

Denver, CO 80203

Vanessa.Garcia@state.co.us

For Contractor

Roger Stagner, Chairman

Prowers County Commissioners

301 South Main St

Suite 215, Lamar, CO

rstagner@prowerscounty.net

Signature Page

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

Contractor

Board of County Commissioners of Prowers
County

State of Colorado

Jared S. Polis, Governor

Department of Health Care Policy and
Financing

Kim Bimestefer, Executive Director

Date: _____

Date: _____

Legal Review

Philip J. Weiser, Attorney General

By: Assistant Attorney General

Date: _____

State Controller

Robert Jaros, CPA, MBA, JD

Department of Health Care Policy and Financing

Jerrold Cotosman, Controller

Effective Date: _____

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

Exhibit A, HIPAA Business Associate Agreement

This HIPAA Business Associate Agreement (“Agreement”) between the State and Contractor is agreed to in connection with, and as an exhibit to, the Contract. For purposes of this Agreement, the State is referred to as “Covered Entity” and the Contractor is referred to as “Business Associate”. Unless the context clearly requires a distinction between the Contract and this Agreement, all references to “Contract” shall include this Agreement.

Purpose

Covered Entity wishes to disclose information to Business Associate, which may include Protected Health Information (“PHI”). The Parties intend to protect the privacy and security of the disclosed PHI in compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Pub. L. No. 104-191 (1996) as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”) enacted under the American Recovery and Reinvestment Act of 2009 (“ARRA”) Pub. L. No. 111-5 (2009), implementing regulations promulgated by the U.S. Department of Health and Human Services at 45 C.F.R. Parts 160, 162 and 164 (the “HIPAA Rules”) and other applicable laws, as amended. Prior to the disclosure of PHI, Covered Entity is required to enter into an agreement with Business Associate containing specific requirements 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 all other applicable laws and regulations, all as may be amended.

Definitions

The following terms used in this Agreement shall have the same meanings as in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

The following terms used in this Agreement shall have the meanings set forth below:

- A. Business Associate. "Business Associate" shall have the same meaning as the term "business associate" at 45 C.F.R. 160.103, and shall refer to Contractor.
- B. Covered Entity. "Covered Entity" shall have the same meaning as the term "covered entity" at 45 C.F.R. 160.103, and shall refer to the State.
- C. Information Technology and Information Security. "Information Technology" and "Information Security" shall have the same meanings as the terms "information technology" and "information security", respectively, in §24-37.5-102, C.R.S.

Capitalized terms used herein and not otherwise defined herein or in the HIPAA Rules shall have the meanings ascribed to them in the Contract.

Obligations and Activities of Business Associate

- A. Permitted Uses and Disclosures.
 - i. Business Associate shall use and disclose PHI only to accomplish Business Associate's obligations under the Contract.
 - ii. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.
 - iii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:
 - a. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which

Business Associate originally disclosed the information to that person, and;

- b. the person notifies Business Associate of any Breach involving PHI of which it is aware.
- iv. Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.

B. Minimum Necessary.

Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).

C. Impermissible Uses and Disclosures.

- i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.
- ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.

D. Business Associate's Subcontractors.

- i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate

agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.

- ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.
- iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.

E. Access to System.

If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such system including, but not limited to, any policies promulgated by the Office of Information Technology and available at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>.

F. Access to PHI.

Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.

G. Amendment of PHI.

- i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.

- ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.

H. Accounting Rights.

Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.

I. Restrictions and Confidential Communications.

- i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:
 - a. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or
 - b. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.
- ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.
- iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.

J. Governmental Access to Records.

Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.

K. Audit, Inspection and Enforcement.

- i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.
- ii. Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.

L. Appropriate Safeguards.

- i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.
- ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.
- iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.
- iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The

provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.

M. Safeguard During Transmission.

- i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.
- ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.

N. Reporting of Improper Use or Disclosure and Notification of Breach.

- i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.
- ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.
- iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.
- iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.

O. Business Associate's Insurance and Notification Costs.

- i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:
 - a. loss of PHI data;
 - b. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and
 - c. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.
- ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).
- iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.
- iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.

P. Subcontractors and Breaches.

- i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on

the first day such Subcontractor or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.

- ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.

Q. Data Ownership.

- i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.
- ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.

R. Retention of PHI.

Except upon termination of this Agreement as provided in Section 5 below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.H, above, for a period of six years.

Obligations of Covered Entity

S. Safeguards During Transmission.

Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.

T. Notice of Changes.

- i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the

extent that it may affect Business Associate's permitted or required uses or disclosures.

- ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

Termination

U. Breach.

- i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.
- ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.

V. Effect of Termination.

- i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.
- ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.
- iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible.

Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

Injunctive Relief

Covered Entity and Business Associate agree that irreparable damage would occur in the event Business Associate or any of its Subcontractors or agents use or disclosure of PHI in violation of this Agreement, the HIPAA Rules or any applicable law. Covered Entity and Business Associate further agree that money damages would not provide an adequate remedy for such Breach. Accordingly, Covered Entity and Business Associate agree that Covered Entity shall be entitled to injunctive relief, specific performance, and other equitable relief to prevent or restrain any Breach or threatened Breach of and to enforce specifically the terms and provisions of this Agreement.

Limitation of Liability

Any provision in the Contract limiting Contractor's liability shall not apply to Business Associate's liability under this Agreement, which shall not be limited.

Disclaimer

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made and actions taken by Business Associate regarding the safeguarding of PHI.

Certification

Covered Entity has a legal obligation under HIPAA Rules to certify as to Business Associate's Information Security practices. Covered Entity or its authorized agent or contractor shall have the right to examine Business Associate's facilities, systems, procedures, and records, at Covered Entity's expense, if Covered Entity

determines that examination is necessary to certify that Business Associate's Information Security safeguards comply with the HIPAA Rules or this Agreement.

Amendment

W. Amendment to Comply with Law.

The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.

- i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.
- ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.
- iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.
- iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:
 - a. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or

- b. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.

X. Amendment of Appendix.

The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

Assistance in Litigation or Administrative Proceedings

Covered Entity shall provide written notice to Business Associate if litigation or administrative proceeding is commenced against Covered Entity, its directors, officers, or employees, based on a claimed violation by Business Associate of HIPAA, the HIPAA Rules or other laws relating to security and privacy or PHI. Upon receipt of such notice and to the extent requested by Covered Entity, Business Associate shall, and shall cause its employees, Subcontractors, or agents assisting Business Associate in the performance of its obligations under the Contract to, assist Covered Entity in the defense of such litigation or proceedings. Business Associate shall, and shall cause its employees, Subcontractor's and agents to, provide assistance, to Covered Entity, which may include testifying as a witness at such proceedings. Business Associate or any of its employees, Subcontractors or agents shall not be required to provide such assistance if Business Associate is a named adverse party.

Interpretation and Order of Precedence

Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. In the event of an inconsistency between the Contract and this Agreement, this Agreement shall control. This

Agreement supersedes and replaces any previous, separately executed HIPAA business associate agreement between the Parties.

Survival

Provisions of this Agreement requiring continued performance, compliance, or effect after termination shall survive termination of this contract or this agreement and shall be enforceable by Covered Entity.

Exhibit B, Statement of Work

1. Project Specific Statement of Work

- 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. Contractor shall not engage in any Work under the Contract, prior to the effective date of the SOW. The Department shall not be liable to Contractor for, and Contractor shall not receive, any payment for any period prior to the effective date of the SOW under this Contract.
- 1.3. 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.
- 1.4. Contractor shall work cooperatively with Department staff and, if applicable, the staff of other State contractors and identified stakeholders 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.
- 1.5. 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.
- 1.6. 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.
- 1.7. **Renewal Options and Extensions**
 - 1.7.1. 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.
 - 1.7.2. 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.
 - 1.7.3. In the event that the Contract is extended beyond five years, the annual maximum

compensation for the Contract in any of those additional years shall not exceed the Contract maximum amount for the prior State Fiscal Year (SFY) plus the annual percent increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the Denver-Boulder-Greeley metropolitan area for the calendar year ending during that prior SFY. If the CPI-U for Denver-Boulder-Greeley is for some reason not available as specified in this subsection, the increase shall be equal to the percent increase in the CPI-U (U.S.) for the same period.

- 1.7.4. The limitation on the annual maximum compensation in this Contract shall not include increases made specifically as compensation for additional Work added to the Contract.

1.8. Stated Deliverables and Performance Standards

- 1.8.1. Any section within this Statement of Work headed with or including the term "DELIVERABLE," "KEY PERFORMANCE INDICATOR", 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, key performance indicator or performance standard, except to provide the due date for the Deliverables.

1.9. Deliverables

- 1.9.1. All Deliverables shall meet Department-approved format and content requirements. The Department will specify the number of copies and media for each Deliverable.
- 1.9.2. Contractor shall provide all report Deliverables in the format directed by the Department and containing the information requested by the Department.
- 1.9.3. 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:
 - 1.9.3.1. Gather and document requirements for the Deliverable.
 - 1.9.3.2. Create a draft in the Department-approved format for the individual Deliverable.
 - 1.9.3.3. Perform internal quality control review(s) of the Deliverable, including, but not limited to:
 - 1.9.3.3.1. Readability.
 - 1.9.3.3.2. Spelling.
 - 1.9.3.3.3. Grammar.
 - 1.9.3.3.4. Completion.
 - 1.9.3.4. Adhere to all required templates or development of templates.
 - 1.9.3.5. Perform modifications that include version control and tracked changes.
- 1.9.4. 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.

- 1.9.4.1. Changes the Department may 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.
- 1.9.4.2. 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.
- 1.9.4.3. 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.
- 1.9.5. 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.
- 1.9.6. 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.
- 1.9.7. 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.
- 1.9.8. 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.
- 1.9.9. 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.
- 1.9.9.1. Any Deliverable described as an update of another Deliverable shall be

considered a version of the original Deliverable for the purposes of this subsection.

1.9.10. Contractor shall meet the following Contract Performance Standard Targets

1.9.10.1. Deliverable Timeliness Rate is:

- 1.9.10.1.1. Calculated by the number of Deliverables that were late divided by the number of Deliverables due in the month to include original due dates and updated due dates, monthly.
- 1.9.10.1.2. Used to determine the percentage of deliverables submitted on time.
- 1.9.10.1.3. Contractor and the Department will track deliverable due dates, updated request dates, and deliverable accepted dates.
- 1.9.10.1.4. Contractor shall meet the Deliverable Timeliness Rate monthly.
- 1.9.10.1.5. PERFORMANCE STANDARD: Deliverables shall be submitted with a Deliverable Timeliness Rate of 95% per month.

1.9.10.2. Deliverable Accuracy Rate is:

- 1.9.10.2.1. Calculated as the number of errors divided by the total number of possible errors, monthly.
- 1.9.10.2.2. Errors are considered but not limited to spelling, grammar, industry standards and acceptance criteria.
- 1.9.10.2.3. Used to determine the percentage of deliverables completed accurately.
- 1.9.10.2.4. The Department will outline basic components for Contractor for each Deliverable.
- 1.9.10.2.5. Contractor shall meet the Deliverable Accuracy Rate monthly.
- 1.9.10.2.6. PERFORMANCE STANDARD: Deliverables shall have a Deliverable Accuracy Rate of 90% per Deliverable for the month.

1.10. Performance Reviews

- 1.10.1. The Department may conduct performance reviews or evaluations of Contractor in relation to the Work performed under the Contract.
- 1.10.2. 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.
- 1.10.3. 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.
- 1.10.4. 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.
- 1.10.5. 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.

1.11. Communication with the Department

- 1.11.1. Contractor shall respond to all telephone calls, voicemails, and emails from the Department within one Business Days of receipt by Contractor.
- 1.11.2. 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 G-Suite, 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.
- 1.11.3. 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:
 - 1.11.3.1. The date the transmittal will be effective.
 - 1.11.3.2. Direction to Contractor regarding performance under the Contract.
 - 1.11.3.3. A due date or timeline by which Contractor shall comply with the direction contained in the transmittal.
 - 1.11.3.4. The signature of the Department employee who has been designated to sign transmittals.
 - 1.11.3.4.1. 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.
- 1.11.4. 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.
 - 1.11.4.1. 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.
- 1.11.5. 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.
- 1.11.6. 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.

- 1.11.7. 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.
- 1.11.8. Contractor shall retain all transmittals for reference and shall provide copies of any received transmittals upon request by the Department.

1.12. Non-Solicitation of Department Employees

- 1.12.1. Contractor shall not recruit any employee of the Department for employment with Contractor during the term of this Contract, except that Contractor may accept applications from Department employees that are submitted independently by the employee.
- 1.12.2. Contractor shall notify the Department if it hires any former employee of the State of Colorado to perform any Work under this Contract. Contractor shall not permit former State of Colorado employees to perform the same work under the Contract that they performed for the State of Colorado, regardless of length of time former employee has been separated from the State of Colorado.
- 1.12.3. Contractor shall not hire any of the Department's Senior Executive Team, Office Directors, Division Directors, or Section Managers for a period of six months following that individual's termination of employment from the Department without the express, written consent of the Department's Executive Director. In accordance with §24-18-201, C.R.S., Contractor shall also not hire any employee of the Department, regardless of position, who was directly involved with this Contract or the Work for a period of six months following that individual's termination of employment from the Department.
- 1.12.4. If Contractor hires an employee or former employee of the Department in violation of this section, Contractor shall pay the Department an amount equal to 12 times the employee's monthly salary at the time of termination of their employment with the Department as liquidated damages. The parties agree that quantifying losses arising from Contractor's breach of this section is inherently difficult because they represent the direct and indirect costs of recruitment, training, and lost productivity related to replacing personnel, and further stipulate that the agreed upon sum is not a penalty, but rather a reasonable measure of damages, given the nature of the losses that may result from employee replacement

1.13. Business Continuity Plan

- 1.13.1. Contractor shall develop and create a comprehensive Business Continuity Plan based on consultation with the Department, expectations identified by the Department, and industry standards that Contractor will follow in order to continue operations after a Disaster or a Business Interruption.
- 1.13.2. Contractor shall include, but is not limited to, the following components in the Business Continuity Plan:

- 1.13.2.1. Overview (Purpose, Scope, Assumptions, Objectives, Security & Privacy Statement)
- 1.13.2.2. System Information pertaining to Eligibility Determinations (data, databases, operating programs, files, systems, and software)
- 1.13.2.3. Operations [Type of disaster/interruption, effected, policies, procedures and instruction, recovery, management of business (assets, workers, partners, and customers), risk mitigation, resilience planning, business continuity]
- 1.13.2.4. Organization and Assignment of Responsibilities
- 1.13.2.5. Communication Streams
- 1.13.2.6. Authorities and Reference
- 1.13.2.7. Version Control
- 1.13.3. Contractor shall address, but is not limited to, the following in the Business Continuity Plan:
 - 1.13.3.1. 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.
 - 1.13.3.2. How Contractor will back-up all information necessary to continue performing the Work, so that no information is lost because of a Business Interruption.
 - 1.13.3.2.1. In the event of a Disaster, the plan shall also include how Contractor will make all information available at its back-up facilities.
 - 1.13.3.3. 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.
 - 1.13.3.4. How Contractor will comply with the disaster recovery standards outlined in the Information Technology Provisions (Exhibit H).
 - 1.13.3.5. How Contractor will minimize the effects on Members of any Business Interruption.
 - 1.13.3.6. 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.
 - 1.13.3.7. How Contractor will plan long-term back-up facilities out of which Contractor can continue operations after a Disaster.
 - 1.13.3.8. How much time it will take to transition all activities from Contractor's regular facilities to the back-up facilities after a Disaster.
- 1.13.4. In the event of any Business Interruption, Contractor shall implement its most recently approved Business Continuity Plan immediately after Contractor becomes aware of the Business Interruption. In that event, Contractor shall comply with all requirements, deliverables, timelines, and milestones contained in the implemented plan.

- 1.13.5. Contractor shall review its Business Continuity Plan at least semi-annually and update the plan as appropriate to account for any changes in Contractor's processes, procedures or circumstances. Contractor shall submit an updated Business Continuity Plan that contains all changes from the most recently approved prior Business Continuity Plan or shall note that there were no changes in the version control.
- 1.13.6. The Department may request a change to the Business Continuity Plan at any time to account for any changes needed. Contractor shall modify the Business Continuity Plan as directed by the Department and submit an updated Business Continuity Plan containing all changes directed by the Department.
- 1.13.7. Contractor shall deliver the Business Continuity Plan to the Department for review and approval.
 - 1.13.7.1. DELIVERABLE: Business Continuity Plan
 - 1.13.7.2. DUE: Semi-Annually on June 30th and December 31st, within five Business Days when a change occurs and by request by the Department, unless written approval from the Department prior to due date.
- 1.13.8. Contractor shall utilize the most recent Business Continuity Plan as an exhibit to the Policy & Procedure Manual described in section 7.4 of this Statement of Work.
- 1.14. Start-Up Plan
 - 1.14.1. Contractor shall create a Start-Up Plan that contains, at a minimum, the following:
 - 1.14.1.1. A description of all steps, timelines, milestones, and Deliverables necessary for Contractor to be fully able to perform initial Work by the initial Project Kick-Off Meeting.
 - 1.14.1.2. A listing of all personnel involved in the start-up and what aspect of the start-up they are responsible for.
 - 1.14.1.3. The risks associated with the start-up and a plan to mitigate those risks.
 - 1.14.1.4. DELIVERABLE: Start-Up Plan
 - 1.14.1.5. DUE: Within five Business Days of execution of this contract, when change occurs and/or by the request of the Department; unless written approval from the Department prior to due date.
 - 1.14.2. Contractor shall implement the Start-Up Plan once the Department has approved the Deliverable in writing.
 - 1.14.3. Contractor shall utilize the most recent Start-Up Plan as an exhibit to the Policy & Procedure Manual described in section 7.4 of this Statement of Work.
- 1.15. Closeout Plan
 - 1.15.1. 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 provide the Overflow Processing Center (OPC) services to recipient/applicant served by Contractor after the termination of the Contract.

- 1.15.1.1. 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 recipients/applicants and the Department.
- 1.15.1.2. Contractor shall deliver the Closeout Plan to the Department for review and approval.
- 1.15.2. DELIVERABLE: Closeout Plan
- 1.15.3. DUE: Within five Business Days of execution of this contract, when change occurs and/or by the request of the Department; unless written approval from the Department prior to due date.
- 1.15.4. Contractor shall utilize the most recent Closeout Plan as an exhibit to the Policy & Procedure Manual described in section 7.4 of this Statement of Work.
- 1.15.5. Closeout Period
- 1.15.6. 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.
- 1.15.7. During the Closeout Period, Contractor shall complete all of the following:
 - 1.15.7.1. Implement the most recent Closeout Plan as approved by the Department, as described herein and complete all steps, Deliverables and milestones contained in the most recent Closeout Plan that has been approved by the Department.
 - 1.15.7.2. 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.
 - 1.15.7.3. 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.
 - 1.15.7.4. Contractor shall create Close Out Notification Templates and deliver them to the Department for approval.
 - 1.15.7.4.1. DELIVERABLE: Close Out Notification Templates
 - 1.15.7.4.2. DUE: Within five Business Days of when change occurs and by the request of the Department unless written approval from the Department prior to due date.
 - 1.15.7.5. Once the Department has approved the Close Out Notification Templates, Contractor shall deliver these notifications to all Eligibility Sites, and recipients/applicants actively engaged with, but in no event shall Contractor

deliver any such notification prior to approval of that notification by the Department.

- 1.15.7.6. Contractor shall notify any Subcontractors of the termination of the Contract, as directed by the Department.
- 1.15.7.7. Contractor shall notify all Eligibility Sites and any recipients/applicants actively engaged with, that Contractor will no longer operate as the Overflow Processing Center (OPC) as directed by the Department.
- 1.15.7.8. Contractor shall provide copies of all Close Out Notifications delivered to subcontractors, Eligibility Sites, Recipients, and Applicants.
 - 1.15.7.8.1. DELIVERABLE: Close Out Notifications
 - 1.15.7.8.2. DUE: 30 days prior to termination of the Contract
- 1.15.7.9. Contractor shall 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.

2. INFORMATION TECHNOLOGY REQUIREMENTS

2.1. Department System Access

- 2.1.1. 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.
- 2.1.2. 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.
- 2.1.3. Contractor shall access the CBMS through the Department's secured CBMS Web Portal.
- 2.1.4. Contractor shall maintain all hardware, software, systems management, internet connections, internet browsers and network administration necessary to access the CBMS.
- 2.1.5. Contractor shall provide all computer workstations and other equipment, such as printers, necessary for Contractor's staff members to access the CBMS and perform the Work.
- 2.1.6. Contractor shall ensure that all of its staff members who will perform any part of the Work in the CBMS have the proper access to the CBMS through the CBMS Web Portal.

- 2.1.7. Contractor shall only request access to the CBMS for its staff members that need access to the CBMS to perform a portion of the Work. Contractor shall only request the minimum level of access for each of Contractor's staff member necessary for that staff member to perform their responsibilities related to the Work.
- 2.1.8. Contractor shall ensure that all of its staff members who will have access to the CBMS have signed the Department's System User Access Agreement prior to that staff member accessing the CBMS. Contractor shall not allow any of its staff members to access the CBMS prior to signing the Department's System User Access Agreement.
- 2.1.9. Contractor shall not use the CBMS, or any information contained in the CBMS for any purpose other than to perform the Work. Any other use of the CBMS or information in the CBMS may constitute a breach of this contract, in the sole discretion of the Department.
- 2.1.10. Contractor shall not use any proprietary data or other systems or data sets in the completion of the Work without the prior, written consent of the Department.
- 2.1.11. Contractor must provide the Department with a System Maintenance Schedule to include scheduled up/down time of all systems being utilized by the OPC.
 - 2.1.11.1. DELIVERABLE: System Maintenance Schedule
 - 2.1.11.2. DUE: Quarterly, Five Business Days prior to SFY Quarterly Dates (6/30,9/30,12/31,3/31)
- 2.2. Security Administrators
 - 2.2.1. Contractor shall appoint an individual as a Primary Security Administrator to act as a liaison between Contractor's staff members who have access to the Department's computer systems and the Department's security administrators and Privacy Officer.
 - 2.2.2. Contractor shall designate individuals to serve as Secondary Security Administrators who will fill the role of the Primary Security Administrator when the Primary Security Administrator is out of the office or otherwise unavailable.
 - 2.2.3. Contractor shall provide the names and contact information of the Primary Security Administrator and all Secondary Security Administrators to the Department.
 - 2.2.4. Contractor shall update this list upon its own changes in assignment to the Security Administrators.
 - 2.2.5. Contractor shall update this list upon the Department's request for changes in the individuals assigned as Security Administrators.
 - 2.2.6. DELIVERABLE: List of Security Administrators
 - 2.2.7. DUE: Within Five Business Days of effective date of Contract, when a change occurs, and by request by the Department, unless written approval from the Department prior to due date.
- 2.3. Protection of System Data
 - 2.3.1. In addition to the requirements of the main body of this Contract, if Contractor or any Subcontractor is given access to State Records by the State or its agents in

Appendix to HIPAA Business Associate Agreement

This Appendix (“Appendix”) to the HIPAA Business Associate Agreement (“Agreement”) is an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract.

Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to “Contract” or “Agreement” shall include this Appendix.

1. Purpose

This Appendix sets forth additional terms to the Agreement. Any sub-section of this Appendix marked as “Reserved” shall be construed as setting forth no additional terms.

Additional Terms

A. Additional Permitted Uses.

In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:

- i. Reserved.

B. Additional Permitted Disclosures.

In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:

- i. Reserved.

C. Approved Subcontractors.

Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:

- i. Reserved.

D. Definition of Receipt of PHI.

Business Associate’s receipt of PHI under this Contract shall be deemed to occur, and Business Associate’s obligations under the Agreement shall commence, as follows:

- i. Reserved.

E. Additional Restrictions on Business Associate.

Business Associate agrees to comply with the following additional restrictions on Business Associate's use and disclosure of PHI under the Contract:

- i. Reserved.

F. Additional Terms.

Business Associate agrees to comply with the following additional terms under the Agreement:

- i. Reserved.

connection with Contractor's performance under the Contract, Contractor shall protect all State Records in accordance with this Contract. All provisions of this Contract that refer to Contractor shall apply equally to any Subcontractor performing work in connection with the Contract.

- 2.3.2. For the avoidance of doubt, the terms of this Contract shall apply to the extent that any of the following statements is true in regard to Contractor access, use, or disclosure of State Records:
 - 2.3.2.1. Contractor provides physical or logical storage of State Records;
 - 2.3.2.2. Contractor creates, uses, processes, discloses, transmits, or disposes of State Records;
 - 2.3.2.3. Contractor is otherwise given physical or logical access to State Records in order to perform Contractor's obligations under this Contract.
- 2.3.3. Contractor shall, and shall cause its Subcontractors, to do all of the following:
 - 2.3.3.1. Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Contract.
 - 2.3.3.2. Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards.
 - 2.3.3.3. Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing.
 - 2.3.3.4. Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments.
 - 2.3.3.5. Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the State's Office of Information Security ("OIS").
 - 2.3.3.6. Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology ("OIT"), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at www.oit.state.co.us/about/policies.
- 2.3.4. Subject to Contractor's reasonable access security requirements and upon reasonable prior notice, Contractor shall provide the State with scheduled access for the purpose of inspecting and monitoring access and use of State Records, maintaining State systems, and evaluating physical and logical security control effectiveness.
- 2.3.5. Contractor shall perform current background checks in a form reasonably acceptable to the State on all of its respective employees and agents performing services or having access to State Records provided under this Contract, including any Subcontractors or the employees of Subcontractors. A background check

performed within 30 days prior to the date such employee or agent begins performance or obtains access to State Records shall be deemed to be current.

- 2.3.5.1. Contractor will provide notice to the Security and Compliance Representative for the State indicating that background checks have been performed. Such notice will inform the State of any action taken in response to such background checks, including any decisions not to take action in response to negative information revealed by a background check.
- 2.3.5.2. If Contractor will have access to Federal Tax Information under the Contract, Contractor shall agree to the State's requirements regarding Safeguarding Requirements for Federal Tax Information and shall comply with the background check requirements defined in IRS Publication 1075 and §24-50-1002, C.R.S.
- 2.4. Cyber Security Plan
 - 2.4.1. Contractor is responsible for ensuring the security and privacy of their internal systems and internet provider(s).
 - 2.4.2. Contractor shall develop and create a comprehensive Cyber Security Plan based on consultation with the Department, expectations identified by the Department, expectations laid out in Exhibit A, HIPAA Business Associates Addendum, NIST Standards, and industry standards to move the program/project into operations.
 - 2.4.3. The Cyber Security Plan shall be a working document updated as needed and available upon request.
 - 2.4.4. The Cyber Security Plan shall align with state and federal policies to include but not limited to:
 - 2.4.4.1. PII (Personal Identifiable Information) protection
 - 2.4.4.2. PHI (Protected Health Information) protection
 - 2.4.4.3. Data breach safeguards
 - 2.4.4.4. Incident response and reporting
 - 2.4.4.5. Financial data protections
 - 2.4.4.6. Internal controls
 - 2.4.4.7. Background Check Verifications
 - 2.4.4.8. Cyber Security Training and Training Schedule
 - 2.4.5. Contractor shall update the Cyber Security Plan when a change in state/federal policies occurs, directed by the Department, or when Contractor changes its own policies.
 - 2.4.6. Contractor shall review its Cyber Security Plan at minimum, on an annual basis to determine if any changes are needed.
 - 2.4.7. If a change has occurred and an update is needed, Contractor shall submit an update to the Cyber Security Plan that contains all changes from the most recently submitted and approved Communication Plan or shall note no changes needed within the version control.

- 2.4.8. The Department may request a change to the Cyber Security Plan at any time to account for any changes needed. Contractor shall modify the Cyber Security Plan as directed by the Department and submit an updated Cyber Security Plan containing all changes directed by the Department.
- 2.4.9. Contractor shall deliver the Cyber Security Plan to the Department for review and approval.
 - 2.4.9.1. DELIVERABLE: Cyber Security Plan
 - 2.4.9.2. DUE: Within five Business Days of execution of this contract, when change occurs and/or by the request of the Department; unless written approval from the Department prior to due date.
- 2.5. Data Handling
 - 2.5.1. The State, in its sole discretion, may securely deliver State Records directly to the facility where such data is used to perform the Work. Contractor may not maintain or forward these State Records to or from any other facility or location, except for the authorized and approved purposes of backup and disaster recovery purposes, without the prior written consent of the State. Contractor may not maintain State Records in any data center or other storage location outside the United States for any purpose without the prior express written consent of OIS.
 - 2.5.2. Contractor shall not allow remote access to State Records from outside the United States, including access by Contractor's employees or agents, without the prior express written consent of OIS. Contractor shall communicate any request regarding non-U.S. access to State Records to the Security and Compliance Representative for the State. The State shall have sole discretion to grant or deny any such request.
 - 2.5.3. Upon request by the State made any time prior to 60 days following the termination of this Contract for any reason, whether or not the Contract is expiring or terminating, Contractor shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days of the State's request, and shall contain, without limitation, all State Records, Work Product, and system schema and transformation definitions, or delimited text files with documents, detailed schema definitions along with attachments in its native format. Upon the termination of Contractor's provision of data processing services, Contractor shall, as directed by the State, return all State Records provided by the State to Contractor, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legislation imposed upon Contractor prevents it from returning or destroying all or part of the State Records provided by the State to Contractor, Contractor shall guarantee the confidentiality of all State Records provided by the State to Contractor and will not actively process such data anymore.
 - 2.5.4. The State retains the right to use the established operational services to access and retrieve State Records stored on Contractor's infrastructure at its sole discretion and at any time. Upon request of the State or of the supervisory authority, Contractor shall submit its data processing facilities for an audit of the measures referred to in this Exhibit in accordance with the terms of this Contract.

3. PERSONNEL

- 3.1. Contractor shall provide merit-based government employees as necessary to perform the Work throughout the term of the Contract.
- 3.2. Contractor may hire Temporary employees upon prior written approval from the Department to support limited functions unrelated to Eligibility Determinations.
- 3.3. Personnel Availability
 - 3.3.1. 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.
 - 3.3.2. Contractor's Key Personnel and Other Personnel shall be available for all regularly scheduled meetings between Contractor and the Department if the Department requires their attendance, unless the Department has granted prior written approval otherwise.
 - 3.3.3. Contractor shall ensure that the Key Personnel attending meetings between the Department and Contractor have the authority to represent and commit Contractor regarding work planning, problem resolution and program development.
 - 3.3.4. Contractor shall make its Key Personnel and Other Personnel available to attend Ad Hoc meetings as subject matter experts if required by the Department.
 - 3.3.5. Contractor shall provide staff members to attend all meetings listed in this contract.
 - 3.3.6. Contractor shall use its discretion to determine where personnel will attend meetings with the Department or other Department stakeholders. 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.
 - 3.3.7. Contractor shall use its discretion to determine the number of staff members necessary to perform the Work in accordance with the requirements of the Contract. In the event that the Department has determined that Contractor has not provided sufficient staff members to perform the Work in accordance with the requirements of the Contract, Contractor shall provide all additional staff members necessary to perform the Work in accordance with the requirements of the Contract at no additional cost to the Department.
 - 3.3.8. Contractor shall designate people to hold the following Key Personnel positions:
 - 3.3.8.1. Overflow Processing Center (OPC) Director of Operations
 - 3.3.8.1.1. The Director of Operations shall oversee contract decisions, prepare changes and/or updates to the contract, coordinate the preparation and review of reports and provide oversight to the ongoing operations of the Overflow Processing Center (OPC). The Operations Manager reports to the County Administrator.
 - 3.3.8.1.2. The Director of Operations shall be responsible for all of the following:

- 3.3.8.1.2.1. Serving as Contractor's primary point of contact for the Department.
- 3.3.8.1.2.2. Ensuring the completion of all Work in accordance with the Contract's requirements.
- 3.3.8.1.2.3. The implementation and ongoing operations of the OPC including but not limited to, ensuring the accuracy, timeliness and completeness of all work outlined in the Contract.
- 3.3.8.1.2.4. Overseeing Other Personnel and ensuring proper staffing levels throughout the term of the Contract.
- 3.3.8.1.3. The Director of Operations shall assist with the implementation and ongoing operation of the Overflow Processing Center. The Operations Manager shall manage performance standards to meet contract goals and keep the OPC on track.
- 3.3.8.1.4. The Director of Operations shall be responsible for all of the following:
 - 3.3.8.1.4.1. Ensuring all paperwork is completed and submitted timely for newly hired staff and terminated employees, including CBMS access, training, and supporting system accesses needed to perform in the position while employed at the OPC.
 - 3.3.8.1.4.2. Monitoring daily staff performance, daily goals, personnel issues, workload needs and assignment concerns.
 - 3.3.8.1.4.3. Overseeing supervisory staff and ensuring that training is provided to properly coach and develop their teams.
 - 3.3.8.1.4.4. Attending Department and State meetings (check-ins) to ensure information is received and disbursed to staff at all times.
- 3.3.8.2. Quality Assurance (QA) Analyst
 - 3.3.8.2.1.1. The QA Analyst shall assist the OPC Director of Operations by managing the QA Plan, quality assuring randomized work completed by OPC staff by leveraging standards given by the Department and reporting on findings. The QA Analyst reports directly to the Director.
 - 3.3.8.2.2. The QA Analyst shall be responsible for all of the following:
 - 3.3.8.2.2.1. Reporting QA findings to the OPC Director of Operations, the Departments Program/Contract Manager, the Departments Overflow Processing (OP) Trainer, and OPC staff to help understand the level of performance, quality assurance outcomes, and identify training needs.
 - 3.3.8.2.2.2. Quality Assuring and analyzing the OPC's work by following the approved OPC Quality Assurance Program (QA Plan - Policies and Processes)
 - 3.3.8.2.2.3. Quality assuring 1-5% of work assigned to the OPC as agreed upon by the Department. The QA Analyst will work directly with the OPC Program/Contract Manager to develop an agreed upon process and appropriate percentage of quality assured work.
 - 3.3.8.3. Contractor shall provide the Department with a final list of Key Personnel assigned to the Contract, including the position descriptions for each staff

member and the supervisory structure for that staff member involved in implementation and ongoing operations.

- 3.3.8.4. Contractor must notify the Department to any change to Key Personnel within 24 hours of knowledge and get Department Approval for new assignment of Key Personnel.
- 3.3.8.5. Contractor shall provide the Department with a Key Personnel List of individuals assigned to the Contract and appropriate contact information for those individuals. If any of Contractor's Key Personnel are required to have and maintain any professional licensure or certification, then Contractor shall submit copies of such current licenses and certifications to the Department as part of the Key Personnel List.
- 3.3.8.6. Contractor shall update this list upon the Department's request and/or to account for changes in the individuals assigned to the Contract.
 - 3.3.8.6.1. DELIVERABLE: Key Personnel List
 - 3.3.8.6.2. DUE: Within five Business Days of effective date of Contract, when a change occurs, when an update has been made to a certification, and by request by the Department, unless written approval from the Department prior to due date.
- 3.3.9. Other Personnel
 - 3.3.9.1. 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.
 - 3.3.9.2. 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 State-provided training specifically described in this Contract.
 - 3.3.9.3. Contractor shall provide the Department with an Other Personnel List of individuals assigned to perform the Work of the Contract, position title, and appropriate contact information for those individuals. If any of Contractor's Other Personnel are required to have and maintain any professional licensure or certification, Contractor shall submit copies of such current licenses and certifications to the Department as part of the Key Personnel List.
 - 3.3.9.4. Included in the Other Personnel List shall be a designated Security and Compliance Representative as outlined in Exhibit H, a Dispute Resolution and Appeals Point of Contact as outlined in Section 11.10, and an ACP Liaison as outlined in Section 9.13.
 - 3.3.9.5. Contractor shall update this list upon the Department's request to account for changes in the individuals assigned to the Contract.
 - 3.3.9.5.1. DELIVERABLE: Other Personnel List

3.3.9.5.2. DUE: Within Five Business Days of effective date of Contract, when a change occurs, when an update has been made to a license, and by request by the Department, unless written approval from the Department prior to due date.

3.4. Subcontractors

3.4.1. Contractor may subcontract to complete a portion of the Work required by the Contract.

3.4.2. Contractor shall obtain prior consent and written approval for any use of Subcontractor(s).

3.4.3. The conditions for using a Subcontractor or Subcontractors are as follows:

3.4.3.1. Contractor shall not subcontract more than 20% of the Work.

3.4.3.2. Contractor shall provide the Term of the contract with the Subcontractor.

3.4.3.3. Contractor shall provide system maintenance schedules (scheduled uptime/downtime) for subcontractor.

3.4.3.4. Contractor shall provide the organizational name of each Subcontractor and all items to be worked on by each Subcontractor, to the Department the later of 30 days prior to the Subcontractor beginning work or the Effective Date of this Contract.

3.4.3.4.1. DELIVERABLE: Subcontracted Work List

3.4.3.4.2. DUE: The later of 30 days prior to the Subcontractor beginning work or the Effective Date and within 30 days after an Option Letter and/or Amendment, change, or request by The Department

3.5. Administrative Reporting

3.5.1. Contractor shall provide an Administrative Report to the Department, upon the Department's request, covering the period directed by the Department.

3.5.1.1. The Administrative Report shall contain all information regarding Contractor's staffing, expenses and revenues relating to the Work, as directed by the Department for the period that the report covers. This information may include, but is not limited to, all of the following:

3.5.1.1.1. Number of Full Time Equivalent per position category, as determined by the Department, and total salary expenditure for that position category.

3.5.1.1.2. Operating expenses broken out by category, as determined by the Department.

3.5.1.1.3. Number of staff that were newly hired and separated and number of vacant positions, broken out by position category, as determined by the Department.

3.5.1.1.4. Administrative revenues, such as payments by debt and interest revenues, broken out by source as directed by the Department.

3.5.1.1.5. Administrative expenditures, such as payments to Subcontractors and Providers, broken out by source as directed by the Department.

- 3.5.1.1.6. Remaining cash-on-hand at the end of the period.
- 3.5.1.2. Contractor shall deliver the Administrative Report to the Department within 10 Business Days following the request by the Department for that report. The Department may create a fixed schedule for Contractor's submission of the Administrative Report by delivering the schedule to Contractor in writing. The Department may change or terminate any fixed schedule it creates by notifying Contractor in writing of the change or termination.
 - 3.5.1.2.1. DELIVERABLE: Administrative Report
 - 3.5.1.2.2. DUE: Within 10 Business Days after the Department's request. If the Department has delivered a fixed schedule to Contractor, then Contractor shall deliver the report as described in the most recent version of that schedule.
- 3.6. Notification of Cost Increase
 - 3.6.1. Budget Forecasting and Budget Warning Report
 - 3.6.1.1. Contractor shall be responsible for forecasting their expenses and monitoring payments received pursuant to this Contract to ensure that it stays within the budgeted amount for each State Fiscal Year (SFY) as described on the cover page under the section titled Current Contract Maximum Amount.
 - 3.6.1.2. Contractor shall provide a Budget Warning Report to the Department anytime the services performed under the contract have utilized seventy (70) percent of its Contract Maximum Amount during the SFY. Notwithstanding the foregoing report, Contractor is not precluded from using forecasting or utilizing some other methodology to ensure that it is able to provide services within the amount budgeted during the term of the contract.
 - 3.6.1.3. DELIVERABLE: Budget Warning Report
 - 3.6.1.4. Due: Within 30 days of the budget being seventy (70) percent utilized.
 - 3.7. Contractor shall notify the Department when there is an expected or emergency cost increase.
 - 3.7.1.1. Contractor shall provide 30 days' notice when an increase is expected.
 - 3.7.1.2. Contractor shall provide notice five business days prior to an emergency increase when possible.
 - 3.7.1.2.1. In the event that five business days' notice is not possible Contractor shall provide notice as soon as possible and no later than 24 hours of when an emergency occurs.
 - 3.7.2. Contractor shall develop a Cost Increase Report that includes but is not limited to the following:
 - 3.7.2.1. The original cost,
 - 3.7.2.2. The increased cost,
 - 3.7.2.3. The date of effective change of the cost,

- 3.7.2.4. An explanation of the increase and why the increase is necessary to perform the duties laid out in this Contract.
- 3.7.3. Contractor shall provide the Cost Increase Report to the Department for review and approval.
 - 3.7.3.1. DELIVERABLE: Cost Increase Report
 - 3.7.3.2. DUE: Reported in the Quarterly Performance Report
- 3.8. Quarterly Budget Status Meeting
 - 3.8.1. Contractor shall work with the Department to schedule a Quarterly Budget Status Meeting with the appropriate stakeholders.
- 3.9. Quarterly Personnel Status Meeting
 - 3.9.1. Contractor shall work with the Department to schedule a Quarterly Personnel Status Meeting with the appropriate stakeholders.
- 3.10. Contractor shall develop a Quarterly Personnel Status Meeting to include at minimum:
 - 3.10.1. Administrative Report for the previous quarter
 - 3.10.2. Issues, Risks, Mitigation Strategies and Lessons Learned
 - 3.10.3. Workforce Go-No Go
 - 3.10.4. Any other topics identified by the Department
- 3.11. Contractor shall deliver to the Department the Quarterly Personnel Status Meeting Agenda for approval
 - 3.11.1. DELIVERABLE: Quarterly Personnel Status Meeting Agenda
 - 3.11.2. DUE: Three Business Days prior to Quarterly Personnel Status Meeting unless written approval from the Department prior to due date.
- 3.12. Contractor shall organize and facilitate the Quarterly Personnel Status Meeting with the Department and any other stakeholders identified by the Department to discuss, at a minimum, the items identified in the Leadership Review Agenda.
- 3.13. Contractor shall deliver to the Department a copy of the Quarterly Personnel Status Meeting Minutes which shall include information provided in the meeting and identified in the Quarterly Personnel Status Meeting Agenda and during the meeting.
 - 3.13.1. DELIVERABLE: Quarterly Personnel Status Meeting Minutes
 - 3.13.2. DUE: Within one Business Day of Quarterly Personnel Status Meeting unless written approval from the Department prior to due date.

4. COMMUNICATIONS

- 4.1. Contractor will be in communication with recipients/applicants, Eligibility Sites, and other identified stakeholders.
- 4.2. The Communications Plan shall be a working document updated as needed and available upon request.
- 4.3. The Department will provide an outline of key components of the Communication Plan and assist Contractor with identifying stakeholders to include within the plan.

- 4.4. Contractor shall develop and create a comprehensive Communication Plan based on consultation with the Department, expectations identified by the Department, and industry standards to move the program/project into operations.
- 4.5. The Communication Plan shall identify points of contact and responsibility while including/addressing but not limited to the following:
 - 4.5.1. Communication for Escalation Processes for the Department, Eligibility Sites, and other identified Stakeholders by the Department
 - 4.5.2. Communication of Federal/State/Department guidance to workers, recipients/applicants, and Eligibility Sites
 - 4.5.3. Communication of process decisions, changes, and implementations including communication policies for workers.
 - 4.5.4. Communications for system related changes, concerns, and downtime
 - 4.5.5. Communication methods with recipients/applicants, and Eligibility Sites
 - 4.5.6. Communications for crisis situations for the workers, recipients/applicants, and Eligibility Sites
 - 4.5.7. Communication assumptions, constraints, strategy, evaluation, risks, issues, lessons learned
- 4.6. Contractor shall update its Communication Plan prior to implementing any change as directed by the Department or internally by Contractor.
- 4.7. Contractor shall review its Communication Plan at minimum, on an annual basis to determine if any changes are needed.
 - 4.7.1. If a change is needed, Contractor shall submit an updated Communication Plan that contains all changes from the most recently submitted and approved Communication Plan or shall note no changes needed within the version control.
- 4.8. The Department may request a change to the Communication Plan at any time to account for any changes needed. Contractor shall modify the Communication Plan as directed by the Department and submit an updated Communication Plan containing all changes directed by the Department.
- 4.9. Contractor shall deliver the Communication Plan to the Department for review and approval.
 - 4.9.1. DELIVERABLE: Communication Plan
 - 4.9.2. DUE: Within Five Business Days of execution of this contract, when change occurs and/or by the request of the Department; unless written approval from the Department prior to due date.
- 4.10. Contractor shall utilize the most recent Communication Plan as an exhibit to the Policy & Procedure Manual described in section 7.4 of this Statement of Work.

5. PROGRAM IMPLIMENTATION

- 5.1. Program Implementation work is work outside of Maintenance and Operations. This includes but not limited to the initial implementation of the program and/or a new project.

5.2. Project Transition Work Plan

- 5.2.1. Contractor shall develop and create a comprehensive Transition Work Plan based on consultation with the Department, expectations identified by the Department, and industry standards to move the program/project into operations.
- 5.2.2. The Transition Work Plan shall be a working document updated as needed and available upon request.
- 5.2.3. Contractor must include any identified stakeholders, relevant stakeholder information, and relevant stakeholder schedules in the Transition Work Plan.
- 5.2.4. Contractor shall create a Transition Work Breakdown Structure (WBS) as part of the Transition Workplan for all activities related to the program/project based on consultation with the Department, expectations identified by the Department, and industry standards.
- 5.2.5. The Department will provide an outline of key components of the Transition Work Plan and assist Contractor with identifying stakeholders relevant to the program/project.
- 5.2.6. Contractor shall deliver the Transition Work Plan to the Department for review and approval.
 - 5.2.6.1. DELIVERABLE: Project Transition Work Plan
 - 5.2.6.2. DUE: Within Five Business Days of initiation of a new project, when change occurs, and by request by the Department, unless written approval from the Department prior to due date.

5.3. Project Kick Off Meetings

- 5.3.1. Contractor shall work with the Department to schedule the Project Team Kick off with the appropriate stakeholders.
- 5.3.2. The Department will provide an outline of key components of the Project Kick-Off Meetings and assist Contractor with identifying stakeholders relevant to the meeting.
- 5.3.3. Contractor shall develop a Project Team Kick-off Agenda to include at minimum:
 - 5.3.3.1. Project Team organizational structure including lines of communication and reporting relationships
 - 5.3.3.2. Project deliverable timelines, responsibility, expectations, formats, acceptance criteria's, reviews, and processes
 - 5.3.3.3. Project meetings and identified stakeholder meetings by Contractor or Department
 - 5.3.3.4. Strategy planning for the integration of the program or project into ongoing
 - 5.3.3.5. Issues, Risks, Mitigation Strategies and Lessons Learned
 - 5.3.3.6. Any other topics identified by the Department
- 5.3.4. Contractor shall deliver to the Department the Project Team Kick-off Agenda for approval

- 5.3.4.1. DELIVERABLE: Project Team Kick-off Agenda
- 5.3.4.2. DUE: Three Business Days prior to Project Team Kick-Off Meeting, unless written approval from the Department prior to due date.
- 5.3.5. Contractor shall organize and facilitate the Project Team Kick-off Meeting with the Department and any other stakeholders identified by the Department to discuss, at a minimum, the items identified in the Project Team Kick-off Agenda.
- 5.3.6. Contractor shall deliver to the Department a copy of the Project Team Kick-off Meeting Minutes which shall include but not limited to items identified in the Project Team Kick-off Agenda and during the meeting.
- 5.3.6.1. DELIVERABLE: Project Team Kick-off Meeting Minutes
- 5.3.6.2. DUE: Within one Business Day of Project Kick-off Meeting, unless written approval from the Department prior to due date.
- 5.4. Project Bi-Weekly Meetings
- 5.4.1. Contractor shall facilitate and participate in Project Bi-Weekly Meetings.
- 5.4.2. Contractor may combine the Bi-Weekly Meetings with another scheduled meeting with prior written approval by the Department.
- 5.4.3. The Department will provide an outline of key components of the Project Bi-Weekly Meetings and assist Contractor with identifying stakeholders relevant to the meeting.
- 5.4.4. Contractor shall be prepared to discuss at minimum meeting industry standards and any items identified by the Department, including but not limited to expectations identified in the Project Team Kick-off Meeting.
- 5.4.5. Contractor shall create and provide a comprehensive Project Bi-Weekly Meetings Agenda to identified stakeholders based on the expectations identified by the Department, in the Project Team Kick-off Meeting, and industry standards.
- 5.4.6. Contractor shall include any known updates from the prior Project Bi-Weekly Meeting to action items within the agenda.
- 5.4.7. Contractor shall deliver the Project Bi-Weekly Meeting Agenda to all identified stakeholders one business days prior to the meeting.
- 5.4.7.1. DELIVERABLE: Project Bi-Weekly Meeting Agenda
- 5.4.7.2. DUE: One Business Days prior to Bi-Weekly Meeting unless written approval from the Department prior to due date.
- 5.4.8. Contractor shall take comprehensive Project Bi-Weekly Meeting Minutes with detailed information on the items listed in the Project Bi-Weekly Meeting Agenda and any other topics that were identified in the meeting.
- 5.4.9. Contractor shall deliver Project Bi-Weekly Meetings to the Department within one Business Day of completion of the meeting.
- 5.4.9.1. DELIVERABLE: Project Bi-Weekly Meeting Minutes
- 5.4.9.2. DUE: Within one Business Day of Project Bi-Weekly Meeting unless written approval from the Department prior to due date.

5.5. Project Ad Hoc Meetings

- 5.5.1. Contractor shall attend and participate in meetings required by the Department and/or its applicable vendors
- 5.5.2. If applicable, the Department will provide an outline of key components of each Project Ad Hoc Meeting and assist Contractor with identifying stakeholders relevant to the meeting.
- 5.5.3. Contractor shall do the following for Project Ad Hoc meetings:
 - 5.5.3.1. Gather and provide any documentation required by the Department by the date determined by the Department
 - 5.5.3.2. If applicable, provide the agenda and assist in facilitating the meeting
 - 5.5.3.3. Deliver Project Ad Hoc Meeting Minutes based on the expectations identified by the Department in the Project Team Kick-off Meeting, relevant information discussed within the meeting, and industry standard information including but not limited to scheduling, training, reports, technical information, performance standards, issues, risks, lessons learned, decisions, action items, next steps, and updates as applicable.
- 5.5.4. Contractor shall take detailed Project Ad Hoc Meeting Minutes with updated information on the items listed in the Project Bi-Weekly Meetings Agenda and any other topics that were identified in the meeting.
- 5.5.5. Contractor shall deliver Ad Hoc Meeting Minutes to the Department within one Business Day of completion of the meeting.
 - 5.5.5.1. DELIVERABLE: Project Ad Hoc Meeting Minutes
 - 5.5.5.2. DUE: Unless specified by the Department, within in One Business Day of Ad Hoc Meeting

5.6. ing Plans

- 5.6.1. Contractor shall develop and create a comprehensive Transition Staffing Plan based on consultation with the Department, expectations identified by the Department, and industry standards to move the program/project into operations.
- 5.6.2. The Department will provide an outline of key components of the Transition Staffing Plan and assist Contractor with identifying stakeholders relevant to the plan.
- 5.6.3. The Transition Staffing Plan shall be a working document updated as needed and available upon request.
- 5.6.4. Contractor shall deliver the Transition Staffing Plans to the Department for review and approval.
 - 5.6.4.1. DELIVERABLE: Transition Staffing Plan
 - 5.6.4.2. DUE: Within five Business Days of initiation of a new project, when change occurs, and by request by the Department, unless written approval from the Department prior to due date.

5.7. Project Operational Readiness Assessment Plan

- 5.7.1. Contractor shall develop and create a Project Operational Readiness Assessment Plan based on consultation with the Department, expectations identified by the Department, and industry standards to ensure that Contractor has the program/project requirements in place by the established project implementation date.
- 5.7.2. The Department will provide an outline of key components of the Project Operational Readiness Assessment Plan and assist Contractor with identifying stakeholders relevant to the plan.
- 5.7.3. The Project Operational Readiness Assessment Plan shall be a working document updated as needed and available upon request.
- 5.7.4. Contractor shall deliver the Project Operational Readiness Assessment Plan to the Department for review and approval.
- 5.7.5. The Project Operational Readiness Assessment Plan shall address at minimum the identified key components provided by the Department and the following:
 - 5.7.5.1. How paper record storage and shredding requirements, protocols, and provisions are met
 - 5.7.5.2. How the appropriate personnel were hired and trained and how they meet the requirements to fulfill their roles
 - 5.7.5.3. How the appropriate templates and procedures for communications and reporting were met
 - 5.7.5.4. How technical requirements including but not limited to electronic document management systems, electronic storage, high-speed internet, IT support, telephone, toll free telephone service, email, electronic provisions, computers, software, scanners, any other identified technical requirements and how requirements were met.
- 5.7.6. Contractor shall provide a Project Operational Readiness Checklist as part of the Operational Readiness Assessment Plan
 - 5.7.6.1. The Project Operational Readiness Checklist shall identify the personnel responsible for each identified key component.
 - 5.7.6.2. The Project Operational Readiness Checklist shall include a sign-off from the personnel responsible and the date of which the personnel approved/agreed the key component met the requirements and is ready for implementation.
 - 5.7.6.3. Contractor shall ensure that each key component within the Project Operational Readiness Checklist has been reviewed and approved prior to delivery by the personnel responsible.
 - 5.7.6.4. Contractor shall provide the Operational Readiness Checklist to the Department for review and approval prior to initiating sign-off.
- 5.7.7. Contractor shall provide the Project Operational Readiness Assessment Plan to the Department for review and approval.
 - 5.7.7.1. **DELIVERABLE:** Project Operational Readiness Assessment Plan

- 5.7.7.2. DUE: Within five Business Days of initiation of a new project, when change occurs, and by request by the Department, unless written approval from the Department prior to due date.
- 5.7.8. Contractor shall provide the Signed Operational Readiness Checklist to the Department.
- 5.7.8.1. DELIVERABLE: Signed Project Operational Readiness Checklist
- 5.7.8.2. DUE: At a date that is agreed upon by Contractor and the Department and prior to Leadership Review Meeting.
- 5.8. Onboarding Project Work Plan
 - 5.8.1. Contractor shall develop and create an Onboarding Project Work Plan based on consultation with the Department, expectations identified by the Department, and industry standards to ensure that the onboarding of work assigned to Contractor is able to be worked while piloting the program/project.
 - 5.8.2. The Department will provide an outline of key components of the Onboarding Project Work Plan and assist Contractor with identifying stakeholders relevant to the plan.
 - 5.8.3. Contractor shall include a schedule within the Onboarding Project Work Plan to include but not limited to the activities identified for the piloting period.
 - 5.8.4. The Onboarding Project Work Plan shall include information from the Project Transition Work Plan and the Project Operational Readiness Plan.
 - 5.8.5. Contractor shall deliver an Onboarding Work Plan to the Department for review and Approval
 - 5.8.5.1. DELIVERABLE: Onboarding Project Work Plan
 - 5.8.5.2. DUE: Within five Business Days of initiation of a new project, when a change occurs, and by request by the Department, unless written approval from the Department prior to due date.
- 5.9. Operational Team Kick-Off Meeting
 - 5.9.1. Contractor shall work with the Department to schedule the Operational Team Kick-Off Meeting with the appropriate stakeholders.
 - 5.9.2. The Department will provide an outline of key components of each operational deliverable and assist Contractor with identifying stakeholders relevant to the deliverable.
 - 5.9.3. Contractor shall facilitate the Operational Team Kick-Off Meeting.
 - 5.9.4. Contractor shall develop an Operational Kick-Off Agenda based on consultation with the Department, expectations identified by the Department, and industry standards to include at minimum:
 - 5.9.4.1. Operational Team organizational structure including lines of communication and reporting relationships
 - 5.9.4.2. Operational deliverable timelines, responsibility, expectations, formats, acceptance criteria's, reviews, and processes

- 5.9.4.3. Operational meetings and identified stakeholder meetings by Contractor or Department
- 5.9.4.4. Operational Issues, Risks, Mitigation Strategies and Lessons Learned
- 5.9.4.5. Any other Operational topics identified by the Department
- 5.9.5. Contractor shall deliver to the Department the Operational Team Kick-Off Agenda for approval
 - 5.9.5.1. DELIVERABLE: Operational Team Kick-Off Agenda
 - 5.9.5.2. DUE: Three Business Days prior to Operational Team Kick-Off Meeting unless written approval from the Department prior to due date.
- 5.9.6. Contractor shall be prepared to discuss at a minimum, the items identified in the Operational Team Kick-Off Agenda.
- 5.9.7. Contractor shall take detailed Operational Team Kick-Off Meeting Minutes with on the items listed in the Operational Team Kick-Off Meeting Agenda and any other topics that were identified in the meeting.
- 5.9.8. Contractor shall deliver to the Department a copy of the Operational Team Kick-Off Meeting Minutes within one Business Day of meeting.
 - 5.9.8.1. DELIVERABLE: Operational Team Kick-Off Meeting Minutes
 - 5.9.8.2. DUE: Within one Business Day of Operational Team Kick-off Meeting unless written approval from the Department prior to due date.
- 5.10. Deliverable & Performance Standard Acceptance Plan
 - 5.10.1. Contractor shall develop and create a comprehensive Deliverable & Performance Measure Acceptance Plan based on consultation with the Department, expectations identified by the Department, and industry standards to level set expectations.
 - 5.10.2. The Department will provide an outline of key components of the Deliverable & Performance Measure Acceptance Plan and assist Contractor with identifying stakeholders relevant to the plan.
 - 5.10.3. Contractor shall deliver the Deliverable and Performance Standard Acceptance Plan within three Business Days after the Operational Team Kick-Off Meeting
 - 5.10.4. DELIVERABLE: Deliverable & Performance Standard Acceptance Plan
 - 5.10.5. DUE: Within three Business Days of kick-off, when change occurs, and by request by the Department, unless written approval from the Department prior to due date.
- 5.11. Leadership Review Meeting
 - 5.11.1. Contractor shall work with the Department to schedule a Leadership Review Meeting with the appropriate stakeholders.
 - 5.11.2. The Department will provide an outline of key components of the Leadership Review and assist Contractor with identifying stakeholders relevant to the meeting.

- 5.11.3. Contractor will create Leadership Review materials and an agenda
- 5.11.4. Contractor shall develop a Leadership Review Agenda to include at minimum:
 - 5.11.4.1. Onboarding Project Work Plan
 - 5.11.4.2. Signed Project Operational Readiness Checklist
 - 5.11.4.3. Deliverable & Performance Standard Acceptance Plan
 - 5.11.4.4. Issues, Risks, Mitigation Strategies and Lessons Learned
 - 5.11.4.5. Any other topics identified by the Department
- 5.11.5. Contractor shall deliver to the Department the Leadership Review Agenda for approval
 - 5.11.5.1. DELIVERABLE: Leadership Review Agenda
 - 5.11.5.2. DUE: Three Business Days prior to Leadership Review unless written approval from the Department prior to due date.
- 5.11.6. Contractor shall organize and facilitate the Leadership Review Meeting with the Department and any other stakeholders identified by the Department to discuss, at a minimum, the items identified in the Leadership Review Agenda.
- 5.11.7. Contractor shall deliver to the Department a copy of the Leadership Review Minutes which shall include information provided in the meeting and identified in the Leadership Review Agenda and during the meeting.
 - 5.11.7.1. DELIVERABLE: Leadership Review Meeting Minutes
 - 5.11.7.2. DUE: Within one Business Day of Leadership Review Meeting unless written approval from the Department prior to due date.

6. MAINTENANCE & OPERATIONS

- 6.1. The Maintenance and Operations will begin when the Program Onboarding Project Plan Schedule has been executed.
- 6.2. Monthly Status Meeting Agenda/Meeting Minutes or Status Record
 - 6.2.1. Contractor's Key Personnel and any other Stakeholder approved by the Department shall attend a Monthly Status Meeting.
 - 6.2.2. The Monthly Status Meeting shall be held the second Monday of the month if on or after the 9th day of the month. If the second Monday of the month falls on or before the 9th day of the month, the monthly meeting will be held on the third Monday of the month unless otherwise determined by the Department.
 - 6.2.3. Each Monthly Status Meeting will produce at a minimum an Agenda and Meeting Minutes; or in lieu of a Monthly Status Meeting/ Meeting Minutes and with Department approval, a Status Record that contains at minimum, the items expectations identified in the Operational Team Kick-Off Meeting may be submitted.
 - 6.2.4. Contractor shall be prepared to discuss at minimum any items identified by the Department, information found in the Monthly Performance Report, including but not limited to expectations identified in the Operational Team Kick-Off Meeting

6.2.5. Monthly Status Meeting Agenda

- 6.2.5.1. The Department will provide an outline of key components of the Monthly Status Meeting Agenda.
- 6.2.5.2. Contractor shall include information found in the Monthly Performance Report into the Agenda.
- 6.2.5.3. Contractor shall create and provide a comprehensive Monthly Status Meeting Agenda to identified stakeholders based on the expectations identified by the Department, in the Operational Team Kick-Off Meeting, and industry standards.
- 6.2.5.4. The Monthly Status Meeting Agenda shall contain at a minimum, date and time of meeting, names of invited attendees, names of participating attendees, and all expectations identified in the Operational Team Kick-Off Meeting.
- 6.2.5.5. The Monthly Status Meeting Agenda will contain any request to cancel a meeting, date approved, approver, and reason to have a Status Record in lieu of that meeting.
- 6.2.5.6. Submission of the Monthly Status Meeting Agenda shall be provided to the Department at least two Business Days prior to the scheduled meeting and should contain at a minimum, information related to the items Contractor shall be prepared to discuss.
- 6.2.6. Contractor shall deliver the Meeting Agenda to the Department for review and approval.
 - 6.2.6.1. DELIVERABLE: Monthly Status Meeting Agenda
 - 6.2.6.2. DUE: At least two Business Days prior to Monthly Status Meeting unless written approval from the Department prior to due date.

6.3. Monthly Status Meeting Minutes

- 6.3.1. Contractor shall take detailed Monthly Status Meetings Minutes with detailed information on the items listed in the Monthly Status Meeting Agenda and any other topics that were identified in the meeting.
- 6.3.2. Contractor shall make updates to the prior Monthly Status Meeting Minute action items status.
- 6.3.3. Contractor shall provide the Monthly Status Meeting Minutes to the Department for review and approval within three Business Days of the meeting.
 - 6.3.3.1. DELIVERABLE: Monthly Status Meeting Minutes
 - 6.3.3.2. DUE: Within three Business Days of Monthly Status Meeting unless written approval from the Department prior to due date.

6.4. Monthly Status Record

- 6.4.1. With Department Approval, the Department will accept a Monthly Status Record in lieu of a Monthly Status Meeting and Monthly Status Minutes Deliverable.
- 6.4.2. The Department will provide an outline of key components of the Monthly Status Record.

- 6.4.3. Cancellation of a Status Meeting shall be requested through the Monthly Status Agenda and submitted to the Department at a minimum of two days prior to the Status Meeting. This gives the Department opportunity to accept or deny the request via email communication.
- 6.4.4. Emergency cancelations of the Status Meeting will be addressed on a case-by-case basis and determined how to proceed by the Department.
- 6.4.5. A Monthly Status Record used in lieu of a Monthly Status Meeting and Minutes, with Department approval, shall follow industry standards and include at minimum:
 - 6.4.5.1. Date of record, reason for not having the meeting, Date of request, Department approval documentation, Detailed information on all items listed in the Monthly Status Meeting Agenda.
- 6.4.6. Submission of a Monthly Status Record in lieu of a Monthly Status Meeting Minutes shall be provided to the Department for review and approval on the scheduled day for the Monthly Status Meeting.
 - 6.4.6.1. DELIVERABLE: Monthly Status Record
 - 6.4.6.2. DUE: On the day of the scheduled Monthly Status Meeting
- 6.5. Ad Hoc Meetings
 - 6.5.1. While the Department will try and provide prior notice of requests for Ad Hoc Meetings, Contractor acknowledges that some requests may arise without prior notice.
 - 6.5.2. Contractor shall produce Ad Hoc Meeting Minutes within the amount of time determined by the Department.
 - 6.5.3. At the discretion of the department, Contractor shall do the following for Ad Hoc Meetings:
 - 6.5.3.1. Gather and provide Agenda Items to stakeholders prior to the meeting
 - 6.5.3.2. Document subject and date of the Ad Hoc Meeting
 - 6.5.3.3. Document discussion within the Ad Hoc Meeting Minutes
 - 6.5.3.4. Document any technical information and/or decisions
 - 6.5.3.5. Document any issues, risks, lessons learned in meeting minutes
 - 6.5.3.6. Document any action items and their status in meeting minutes
 - 6.5.3.7. Deliver Ad Hoc Meeting Minutes to the Department within five days of completion of the meeting
 - 6.5.3.8. Contractor shall deliver the Ad Hoc Meeting Minutes to the Department for review and approval.
 - 6.5.3.8.1. DELIVERABLE: Ad Hoc Meeting Minutes
 - 6.5.3.8.2. DUE: Unless specified by the Department, within Three Business Days of Ad Hoc Meeting

7. OPC OPERATIONS/ADMINISTRATION

7.1. Operations Schedule

- 7.1.1. Contractor's OPC Sites shall be open and available, at a minimum, from 8:00 a.m. to 5:00 p.m. each Business Day, unless the Department provides prior written approval for other hours or closures.
- 7.1.2. Contractor's OPC Sites shall have an OPC Operation Schedule that includes at minimum, working Business hours and planned closed business days and/or holidays.
- 7.1.3. Contractor shall deliver the OPC Operation Schedule to the Department for review and approval.
 - 7.1.3.1. DELIVERABLE: OPC Operation Schedule
 - 7.1.3.2. DUE: Within five Business Days of when change occurs and by the request of the Department, unless written approval from the Department prior to due date.
- 7.2. Customer Service
 - 7.2.1. Customer Service Schedule
 - 7.2.1.1. Contractor shall have and maintain sufficient toll-free and toll-bearing lines to receive calls from Clients and other interested parties.
 - 7.2.1.2. Contractor shall provide the assistance of live phone operators during all hours in which any of Contractor's OPC Site are conducting business for all Eligibility Sites.
 - 7.2.1.3. Contractor shall provide a voice messaging system that is available at all times when a live phone operator is not available to receive calls.
 - 7.2.1.4. Contractor shall provide both translation services and telecommunications services for the deaf to Clients and other callers who do not speak English or who are deaf or hard of hearing.
 - 7.2.1.5. Contractor shall deliver a Customer Service Schedule to include the following: Toll Free and Toll-free bearing line numbers, Messaging System Name/Type, and the Hours of Operation for lines and messaging systems.
 - 7.2.1.6. Contractor shall deliver the Customer Service Schedule to the Department for review and approval.
 - 7.2.1.6.1. DELIVERABLE: Customer Service Schedule
 - 7.2.1.6.2. DUE: Within Five Business Days of execution of this contract, when change occurs and/or by the request of the Department; unless written approval from the Department prior to due date.
 - 7.2.2. Site Locations
 - 7.2.2.1. Contractor shall provide the Department with a list of all of the Site Locations it will operate, including the physical address, telephone number and name of the person responsible for operations at each Site.
 - 7.2.2.2. In the event that Contractor desires to add an additional Site Location, Contractor shall provide its request to the Department in writing.
 - 7.2.2.3. Contractor's request shall include the following information for each additional Site Location it requests:

- 7.2.2.3.1. The rationale for adding the Site Location, including the populations or communities that will benefit for the addition.
- 7.2.2.3.2. The proposed Site Location.
- 7.2.2.3.3. How Contractor will fund the new Site Location.
- 7.2.2.3.4. Any other information requested by the Department related to the additional Site Location.
- 7.2.2.4. Contractor shall not add additional Site Locations without the prior written consent of the Department. Contractor may only begin operations out of an additional Site Location after the Department has provided prior written approval.
- 7.2.2.5. Contractor shall update its Site Location List when there is an approved change to the Site Location (s).
- 7.2.2.6. Contractor shall deliver a Site Location list to the Department for review and approval.
- 7.2.2.6.1. DELIVERABLE: Site Location List
- 7.2.2.6.2. DUE: Within five Business Days of effective date of Contract, when an approved change occurs, and by request by the Department, unless written approval from the Department prior to due date.

7.3. Operational Staffing Plan

- 7.3.1. Contractor shall create an Operational Staffing Plan by leveraging any Transitional Staffing Plans and include, at a minimum:
 - 7.3.1.1. Introduction/Overview
 - 7.3.1.2. Purpose
 - 7.3.1.3. Positions, Roles and Responsibilities
 - 7.3.1.4. Trainings & Certifications
 - 7.3.1.5. Communication Channels
 - 7.3.1.6. Issues, Risks, Mitigation Strategies & Lessons Learned
 - 7.3.1.7. Contingency Plans
 - 7.3.1.8. Version Control
 - 7.3.1.9. Approval
 - 7.3.1.10. An overview of what work is being done, how many people are needed to operate the Overflow Processing Center ongoing (Key Personnel and Other Personnel), what skills and experience worker levels need, any redundancies, and what gaps may need to be filled.
 - 7.3.1.11. Adequate staffing and infrastructure to execute the work outlined in this contract for the purpose of operating the Overflow Processing Center; specifically, to receive and process Eligibility Determination work assigned.
- 7.3.2. If no changes are needed, contractor may submit the last approved Operational Staffing Plan, stating no changes in the version control when submitting.

- 7.3.3. Contractor shall provide the Operational Staffing Plan to the Department for review and approval.
- 7.3.3.1. DELIVERABLE: Operational Staffing Plan
- 7.3.3.2. DUE: Within five Business Days of execution of this contract, when change occurs and/or by the request of the Department; unless written approval from the Department prior to due date.
- 7.4. Overflow Processing Center (OPC) Policy and Procedure Manual
 - 7.4.1. Contractor shall develop and create an OPC Policy and Procedures Manual that contains the policies and procedures for all systems and functions necessary for Contractor to complete its obligations under the Contract with Consultation by the Department, expectations identified by the Department, and industry standards to move the program/project into operations.
 - 7.4.2. The contractor shall create an OPC Policy and Procedure Manual to include but not limited to the following:
 - 7.4.2.1. Employee procedures
 - 7.4.2.2. Employee policies
 - 7.4.2.3. Federal, State, and County Requirements
 - 7.4.2.4. Training expectations
 - 7.4.2.5. Work from home policies
 - 7.4.2.6. Communication Plan (Exhibit)
 - 7.4.2.7. OPC Quality Assurance Plan (Exhibit)
 - 7.4.2.8. Business Continuity Plan (Exhibit)
 - 7.4.2.9. Workplace Guidelines
 - 7.4.2.10. Code of Conduct
 - 7.4.2.11. Technology Usage Procedures
 - 7.4.3. Contractor shall prepare all documents, forms, training materials, and any other documents, information and protocols that are necessary for Contractor to begin work.
 - 7.4.4. Contractor shall deliver all documents, forms, training materials, and any other documents, information and protocols that require approval by the Department to the Department for review and approval in a timely manner that allows the Department to review and approve those documents prior to implementing such documents.
 - 7.4.5. Contractor shall update its OPC Policy and Procedures Manual prior to implementing any change as directed by the Department or internally by Contractor.
 - 7.4.6. Contractor shall review its OPC Policy and Procedures Manual at minimum, on an annual basis to determine if any changes are needed.

- 7.4.6.1. If a change is needed, Contractor shall submit an updated OPC Policy and Procedures Manual that contains all changes from the most recently submitted and approved OPC Policy and Procedures Manual or shall note no changes needed within the version control.
- 7.4.7. The Department may request a change to the OPC Policy and Procedures Manual at any time to account for any changes needed. Contractor shall modify the OPC Policy and Procedures Manual as directed by the Department and submit an updated Communication Plan containing all changes directed by the Department.
- 7.4.8. Contractor shall deliver the OPC Policy and Procedures Manual to the Department for review and approval.
- 7.4.8.1. DELIVERABLE: OPC Policy and Procedure Manual
- 7.4.8.2. DUE: Within Five Business Days of execution of this contract, when change occurs and/or by the request of the Department; unless written approval from the Department prior to due date.

8. TRAINING

8.1. Department Training

- 8.1.1. Contractor agrees to provide the Department a separate office and a training room.
- 8.1.2. Contractor agrees for the Department to utilize the office and training room at the sole discretion of the Department.
- 8.1.3. Contractor will work with the Department to coordinate physical logistics as pertains to training.
- 8.1.4. The Department will provide training to Contractor on program policies and procedures. This training may include but not limited to any of the following topics:
 - 8.1.4.1. Audits
 - 8.1.4.2. The CBMS
 - 8.1.4.3. EDMS
 - 8.1.4.4. CHP+
 - 8.1.4.5. Medicaid
 - 8.1.4.6. PEAK
- 8.1.5. Contractor shall ensure that the appropriate staff attend all training provided by the Department, as necessary for Contractor to perform the Work or as directed by the Department.

8.2. Contractor Training

- 8.2.1. Contractor shall work with the Department's Program/Contract Manager and OPC Trainer to provide training on all knowledge, skills, and abilities necessary for the attendees to perform the Work, including training on systems such as but not limited electronic document management systems.

- 8.2.2. Contractor shall provide training on all Federal and State laws, regulations, and rules necessary for its staff members to perform the Work.
- 8.2.3. Contractor shall provide training related to privacy, security, and any identified requirements of the Department in addition to all other topics covered in the training sessions.
- 8.2.4. Contractor shall not allow any of Contractor's staff members to process a case for a Member prior to that staff member completing all required training for that staff member's role.

8.3. Training Plan

- 8.3.1. Contractor shall develop a comprehensive Training Plan based on consultation from the Department, expectations identified by the Department, and industry standards to move the program/project into operations.
- 8.3.2. Contractor shall not allow any of Contractor's staff members to process a case for a Member prior to that staff member completing all required training described in the training plan for that staff member's role.
- 8.3.3. If a change occurs or upon request by the Department, Contractor shall make required updates to its Training Plan.
- 8.3.4. Contractor shall include but is not limited to the following for each of the identified trainings by the Departments Program/Contract Manager or OPC Trainer:
 - 8.3.4.1. Purpose & Scope
 - 8.3.4.2. Assumptions & Constraints
 - 8.3.4.3. Roles & Responsibilities
 - 8.3.4.4. Requirements
 - 8.3.4.5. Strategy (Sources, Method, Dependencies, & Limitations)
 - 8.3.4.6. Resources (Material, Staffing, Equipment, & Environment)
 - 8.3.4.7. Schedule
 - 8.3.4.8. Evaluation (Confirm/Documentation of Completion)
 - 8.3.4.9. Security
 - 8.3.4.10. Update (Material, Staffing, Equipment, & Environment)
- 8.3.5. Contractor shall deliver its Training Plan to the Department for review and approval.
 - 8.3.5.1. DELIVERABLE: Training Plan
 - 8.3.5.2. DUE: Within five Business Days of execution of this contract, when change occurs and/or by the request of the Department; unless written approval from the Department prior to due date.

9. OPC WORK ACCEPTANCE

- 9.1. Contractor shall work with the Department and Eligibility Sites to set up each Eligibility Site's electronic management system and workflow to transfer cases and case documentation to and from the Eligibility Site.

- 9.2. Contractor shall develop and create a comprehensive Eligibility Site Processing Guide based on consultation with the Department, expectations identified by the Department, and industry standards to address the procedures needed to accept cases and case documentation from each Eligibility Site.
- 9.3. The Eligibility Site Processing Guide shall include the following components for each Eligibility Site, but not limited to:
 - 9.3.1. Purpose
 - 9.3.2. Scope
 - 9.3.3. Definition/Acronyms
 - 9.3.4. Written Procedures (process metrics, requirements, related processes, etc.)
 - 9.3.5. Process Tables and/or Workflows (step in process, responsible party, action steps)
 - 9.3.6. Reference Tools (checklists, forms, etc.)
 - 9.3.7. Version Control
 - 9.3.8. Approval
- 9.4. These written procedures shall include clear processes from Department assignment until OPC closes out the work.
- 9.5. These written procedures shall address, but is not limited to, all of the following:
 - 9.5.1. How Contractor will share Work Order Logs with the Department and Eligibility Sites
 - 9.5.2. How Contractor will track when a case is received, processed, and returned.
 - 9.5.3. How Contractor will review all applicant/recipient correspondence and documentation for accuracy.
 - 9.5.4. How Contractor will ensure that cases that do not meet the acceptance criteria are returned to the Eligibility Site.
 - 9.5.5. How Contractor will request missing or incomplete information from Eligibility Sites.
 - 9.5.6. How Contractor will update the Eligibility Site on the status of the work.
 - 9.5.7. How Contractor will close out a work order
 - 9.5.8. How Contractor will file and archive all work orders.
- 9.6. Contractor shall deliver the Eligibility Site Processing Guide to the Department for review and approval.
 - 9.6.1. DELIVERABLE: Eligibility Site Processing Guide
 - 9.6.2. DUE: Within ten Business Days of implementing a new Eligibility Site, when change occurs for an Eligibility Site, and by the request of the Department unless written approval from the Department prior to due date.
- 9.7. Work Order Log
 - 9.7.1. The Department will provide a Work Order Log to be utilized by Contractor and Eligibility Sites.

- 9.7.2. The Department will update the Work Order Log Template and its data fields as needed.
- 9.7.3. The Eligibility Site will provide their portion of the Work Order Log to the Department and Contractor.
- 9.7.4. Contractor shall complete all applicable data fields within the log as Contractor completes the work.

10. ELIGIBILITY PROCESSING

- 10.1. All functions associated with the Overflow Processing Center (OPC) must be located in Prowers County, Colorado.
- 10.2. Contractor shall data entry and process all Medical Assistance Eligibility Determinations assigned by the Department which shall include but not limited to applications, renewals, redeterminations, and/or changes of Colorado Medical Assistance programs.
- 10.3. Contractor shall use CBMS, EDMS, and any other identified system or application to perform all work associated to the Eligibility Determination of cases assigned and in accordance with all pertinent federal and state statutes, regulations, rules, procedures, manuals, memos, Department agency letters, and any other direction given by the Department.
- 10.4. Any person filling a staffing role must meet state guidelines and shall not perform any work prior to Department approval.
- 10.5. All work shall be filed and archived in a manner that ensures that all PHI and PII is protected from unauthorized disclosure.
- 10.6. All work shall be retrievable in an electronic format and in timeframes as approved by the Department.
- 10.7. If at any time during the term of this Contract the Department determines that it is in the best interest of the Department to temporarily suspend all processing or any part of the work, the Department will provide notice to Contractor in writing of that suspension. Upon receipt of such notice, Contractor shall immediately comply with the notice and stop all Work as described in the notice.
- 10.8. Medical Assistance Program Processing Guide
 - 10.8.1. Contractor shall develop and create a comprehensive Medical Assistance Program Processing Guide based on consultation with the Department, expectations identified by the Department, and industry standards to address the procedures needed to process all Colorado Medical Assistance Eligibility Determinations Contractor receives.
 - 10.8.2. Medical Assistance Program Processing Guide shall include the following components, but not limited to:
 - 10.8.2.1. Purpose
 - 10.8.2.2. Scope
 - 10.8.2.3. Definition/Acronyms
 - 10.8.2.4. Written Procedures (process metrics, requirements, related processes, etc.)

- 10.8.2.5. Process Tables and/or Workflows (step in process, responsible party, action steps)
- 10.8.2.6. Reference Tools (checklists, forms, etc.)
- 10.8.2.7. Version Control
- 10.8.2.8. Approval
- 10.8.3. These written procedures shall include clear processes, from initial assignment from the Department until Contractor has closed out the assignment.
- 10.8.4. These written procedures shall address the processing of Eligibility Determinations such as applications, redeterminations, recertifications, renewals, and any other work assigned by the Department for Colorado Medical Assistance Eligibility Determinations.
- 10.8.5. These written procedures shall address, but is not limited to, all of the following:
 - 10.8.5.1. How Contractor will process Colorado Medical Assistance Eligibility Determinations from different Eligibility Sites to include their electronic document management system and/or electronic submission, paper application, and workflow.
 - 10.8.5.2. How Contractor will ensure that all received cases are properly date-stamped to document when cases and/or supporting documentation was received by Contractor from the Eligibility Site they are assisting.
 - 10.8.5.3. How Contractor will request missing or incomplete information from applicants, recipients, and/or Eligibility Sites, including methods of communication and timelines.
 - 10.8.5.4. How Contractor will review all applicant/recipient correspondence and documentation for accuracy.
 - 10.8.5.5. How Contractor will quality ensure that all information is entered accurately.
 - 10.8.5.6. How Contractor will determine if the applicant is eligible for any Medical Assistance Program and notify that applicant within the appropriate timeframes of its determination.
 - 10.8.5.7. How Contractor will transfer each electronic case file back to the Eligibility Site that will provide ongoing case management for that case.
 - 10.8.5.8. How Contractor will communicate with the Eligibility Site they are assisting, including the status of the work being performed to the Eligibility Site and the Department.
 - 10.8.5.9. How Contractor will file and archive all work.
 - 10.8.5.10. How Contractor will address technical issues with all systems it utilizes to make an Eligibility Determination.
- 10.8.6. The Medical Assistance Program Processing Guide shall include the Dispute Resolution and Formal Appeal Procedure, Fraud Procedure, the NVRA Procedure, and ACP Procedure as part of their procedures and shown as exhibits.

- 10.8.7. Contractor shall deliver the Medical Assistance Program Processing Guide to the Department for review and approval.
- 10.8.7.1. DELIVERABLE: Medical Assistance Program Processing Guide
- 10.8.7.2. DUE: Within Five Business Days of execution of this contract, when change occurs and/or by the request of the Department; unless written approval from the Department prior to due date.
- 10.9. Eligibility Determination
 - 10.9.1. Contractor shall process all Colorado Medical Assistance Eligibility Determinations within the assigned time that was given by the Department or agreed upon when accepting work from an Eligibility Site.
 - 10.9.2. Contractor shall determine eligibility for an applicant/recipient in accordance with federal and state rules and regulation. Current rules and regulations are located at the following address: <https://hcpf.colorado.gov/departments-program-rules-and-regulations>
 - 10.9.2.1. If Contractor makes an update to an electronic case file that influences the existing assistance programs, related to the CBMS on the case, Contractor shall note the case comments and notify the Eligibility Site.
 - 10.9.3. Contractor shall make all updates to electronic case files within One (1) Business Day following Contractor's receipt of the information that caused the case update.
 - 10.9.4. Contractor shall notify each Eligibility Site of updates to electronic case files for cases for which that Eligibility Site is providing ongoing case management within One (1) Business Day following when it makes the change to that electronic case file.
 - 10.9.5. Contractor shall utilize the CBMS to determine whether each applicant/recipient and its household who submits a Colorado Medical Assistance Eligibility Determination is eligible for participation in a Medical Assistance Program.
 - 10.9.6. Contractor shall report all System Errors it encounters to the OIT Service Desk, using the process established by the CBMS/EDMS and document the System Error in the case comments.
 - 10.9.6.1. In the event any System Error will result in Contractor failing to meet performance standards in this contract, Contractor shall notify the OPC Program/Contract Manager at the Department of the System Error and its impact on Contractor's ability to meet those performance standards.
 - 10.9.7. In the event Contractor receives a Colorado Medical Assistance Eligibility Determination for a Medical Assistance Program that Contractor is unable to process per guidelines agreed upon with the Department, Contractor shall notify the Program/Contract Manager at the Department and the originating Eligibility Site with information to why the Eligibility Determination is being returned.
 - 10.9.7.1. Contractor shall return the Eligibility Determination to the appropriate Eligibility Site within the timeframe given by the Department for the reason of the return.

- 10.9.7.2. Contractor shall not be responsible for the completion of any Colorado Medical Assistance Eligibility Determination once it has returned that Eligibility Determination to the appropriate Eligibility Site.
- 10.9.7.3. In the event Contractor receives any supporting documentation or information from any source related to a Colorado Medical Assistance case that is not assigned to Contractor, then Contractor shall ensure the documentation is given to the appropriate Eligibility Site within the timeframe given by the Department for the type of documentation.
 - 10.9.7.3.1. Contractor shall not be responsible for the processing of any supporting documentation or information if not assigned to Contractor or has been moved back to the Eligibility Site.

10.9.8. Case Updates

- 10.9.8.1. Contractor shall update each applicant/recipient's electronic case file based on information it receives from Eligibility Sites, recipients, applicants, the PEAK Inbox, or other authorized individuals, systems, or entities.
- 10.9.8.2. Updates to a case file may include, but is not limited to, all of the following:
 - 10.9.8.2.1. Adding a recipient(s)/applicant(s) to an existing case file.
 - 10.9.8.2.2. Deleting a recipient(s)/applicant(s) from an existing case file.
 - 10.9.8.2.3. Making changes to the recipient (s)/applicant(s)'s other insurance.
 - 10.9.8.2.4. Making changes to the recipient (s)/applicant(s) contact information, such as changes of address or telephone numbers.
 - 10.9.8.2.5. Making changes to any other information shown in the electronic case file that is reported by the recipient (s)/applicant(s) as being different from the information contained in that electronic case file.

10.10. Shared Services - Centralized Scanning Planning

- 10.10.1. Contractor shall be asked to complete tasks and projects related to the Shared Services such as;
 - 10.10.1.1. Attend meetings
 - 10.10.1.2. Create staff and business operation transition plans
 - 10.10.1.3. Purchase software and scanners
 - 10.10.1.4. Hire new staff solely for centralized scanning
 - 10.10.1.5. Attend training for document scanning system
 - 10.10.1.6. Offer feedback and best practices on experience with Document Management Systems
 - 10.10.1.7. Utilize current OPC staff for transition

10.11. Dispute Resolution and Formal Appeals

- 10.11.1. For purposes of Section 10 CCR 2505-10 8.057.3.F (copied below), Contractor is a “service agency” and shall participate in the dispute resolution and formal appeal process for all determinations of eligibility that have been completed and have not been transferred or transmitted to the recipient/applicant’s county of residence for further determinations.
- 10.11.2. Contractor shall follow the procedures of the dispute resolution as set forth in 10 C.C.R. 2505-10 8.057.3.F.
- 10.11.3. Opportunity for County or Service Agency Dispute Resolution Conference. In addition to the opportunity for a hearing, an applicant/recipient shall have an opportunity to have their approval, denial, termination, suspension, or reduction of Medicaid benefits resolved through an informal dispute resolution conference. County and service agencies shall afford recipients the opportunity for informal dispute resolutions as follows:
 - 10.11.3.1. An applicant/recipient who disagrees with a decision regarding their eligibility may request dispute resolution either in writing or by phone within 60 calendar days of the eligibility determination date listed on the Notice of Action (NOA). If available through the County or service agencies, applicants/recipients may use email to make a request.
 - 10.11.3.2. Within 10 calendar days after receipt of the request for dispute resolution the County or service agency, after a review of the case by for accuracy and completeness, shall notify the applicant/recipient, in writing, of the date, time, and location of the conference. The notification shall also include the applicant/recipient’s rights to a state level appeal and a deadline date for requesting such an appeal.
- 10.11.4. Contractor shall provide the Dispute Resolution Outcome to the Department for review and approval.
 - 10.11.4.1. DELIVERABLE: Dispute Resolution Outcome
 - 10.11.4.2. DUE: Written outcome of the disputes, appeals, and conferences are due within 10 Business Days of the resolution.
- 10.11.5. Within 10 Calendar Days after receipt of the request for dispute resolution the County or service agency, after a review of the case by for accuracy and completeness, shall notify the applicant/recipient, in writing, of the date, time, and location of the conference. The notification shall also include the applicant/recipient’s rights to a state level appeal and a deadline date for requesting such an appeal.
- 10.11.6. The County or service agency shall hold the conference within no more than 25 calendar days from the date the request was received unless both parties agree, in writing, to extend the date of the conference.
- 10.11.7. The applicant/recipient shall have the choice to have the dispute conference held in person or by phone.
- 10.11.8. The dispute resolution conference facilitator shall, within Three Business Days, notify the applicant/recipient of the finding from the conference via U.S. Mail.

- 10.11.9. If the finding is that the dispute has been resolved and the applicant/recipient has already filed an appeal, the County or service agency shall inform the applicant or recipient of the process for dismissing the appeal.
- 10.11.10. If an applicant/recipient files a formal appeal regarding Contractor's determination of that applicant/recipient's eligibility for Medical Assistance Programs, and the case has not been transferred or transmitted to the applicant/recipient's county of residence for further determinations, Contractor shall be the responsible party, attending all administrative hearings associated with that appeal and providing all appropriate testimony, documentation and other evidence to defend Contractor's determination of that applicant/recipient's eligibility.
- 10.11.11. If an applicant/recipient files a formal appeal and the case is now assigned to the county of residence, the county of residence may call upon the service agency who completed the initial application to attend the administrative hearing and provide appropriate testimony, documentation and other evidence to defend Contractor's determination of that applicant/recipient's eligibility.
- 10.11.12. If an applicant/recipient appeals a determination made by Contractor regarding eligibility in CHP+, Contractor shall provide, within Seven Business Days following Contractor's receipt of the request for that information, all necessary documentation and other evidence to the Department contractor responsible for the administration of CHP+, as directed by the Department.
- 10.11.12.1. Contractor shall ensure all CHP+ eligibility documentation and evidence delivered within seven Business Days.
- 10.11.13. Contractor shall develop a written procedure for implementing the requirements of the Dispute Resolution and Formal Appeal set forth in 10 C.C.R. 2505-10 8.057.3.F and specified in section 10.10 and deliver it to the Department for review and approval.
- 10.11.13.1. **DELIVERABLE:** Dispute Resolution and Formal Appeal Procedure
- 10.11.13.2. **DUE:** Within Five Business Days of execution of this contract, when change occurs and/or by the request of the Department; unless written approval from the Department prior to due date.
- 10.11.14. The Dispute Resolution and Formal Appeal Procedure shall be an exhibit to the Medical Assistance Program Processing Guide.
- 10.12. Fraud
- 10.12.1. Provider Fraud
- 10.12.1.1. Contractor must 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.
- 10.12.1.2. Upon identification or suspicion of possible Provider Fraud, Contractor must complete Contractor Suspected Fraud Written Notice Form provided by the Department.

- 10.12.1.2.1. For each incident of identified or suspected Provider Fraud, Contractor must provide at minimum, the following:
 - 10.12.1.2.1.1. Written documentation of the findings.
 - 10.12.1.2.1.2. Information on any verbal or written reports.
 - 10.12.1.2.1.3. 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.
 - 10.12.1.2.1.4. Information on the identification of any affected claims that have been discovered.
 - 10.12.1.2.1.5. Any claims data associated with its report (in a mutually agreed upon format, if possible).
 - 10.12.1.2.1.6. Any additional information as required by the Department.
- 10.12.1.3. For each incident of identified or suspected Provider Fraud, Contractor must deliver the completed Contractor Suspected Fraud Written Notice Form and Additional Documentation to the Department and the MFCU.
 - 10.12.1.3.1. DELIVERABLE: Completed Contractor Suspected Fraud Written Notice Form and Additional Documentation
 - 10.12.1.3.2. DUE: Within Three Business Days following the initial discovery of the Fraud or suspected Fraud
- 10.12.1.4. Contractor must revise or provide additional information related to Contractor Suspected Fraud Written Notice Form as requested by the Department or the MFCU.
 - 10.12.1.4.1. DELIVERABLE: Contractor Suspected Fraud Written Notice Revisions and Additional Information
 - 10.12.1.4.2. 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.
- 10.12.2. Recipient/Applicant Fraud
 - 10.12.2.1. Upon identification or suspicion of possible recipient/applicant of fraudulent activity related to any Medical Assistance Program, Contractor must complete a Suspected Fraudulent Activity Report for each incident of suspected fraudulent activity which must include, at minimum the following:
 - 10.12.2.1.1. The name and other identifying information of the recipient/applicant suspected of fraud including the recipient/applicant's State ID number, county, and date of birth.
 - 10.12.2.1.2. A description of the specific information that caused Contractor to suspect fraudulent activity, including a chronology of Contractor actions and any verbal and/or written reports related to the suspected fraudulent activity
 - 10.12.2.1.3. If applicable, information on the identification of any affected claims that have been discovered and any claims data reports associated.

- 10.12.2.1.4. Any additional information as required by the Department.
- 10.12.2.2. Contractor must complete Contractor Suspected Fraud Written Notice Form provided by the Department for each incident of identified or suspected recipient/applicant fraud.
- 10.12.2.3. Contractor must deliver the Suspected Fraudulent Activity Report, the Suspected Fraud Written Notice Form, and any additional documentation to the Department at hcpf_report.clientfraud@state.co.us or at such other email address as provided by the Department from time to time. Contractor must carbon copy the originating Eligibility Sites point of contact.
 - 10.12.2.3.1. DELIVERABLE: Suspected Fraudulent Activity Report Completed and Contractor Suspected Fraud Written Notice Form
 - 10.12.2.3.2. DUE: Within three Business Days following the initial discovery of the suspected Fraud, Department request, unless the Department provides prior written approval for a different period.
- 10.12.3. Contractor shall develop and create a comprehensive Medical Assistance Fraud Procedure based on expectations identified by the Department and industry standards to address the procedures needed to process all Medical Assistance suspected fraud of a provider, applicant, and or recipient.
- 10.12.4. The Fraud Procedure shall be an exhibit to the Medical Assistance Program Processing Guide.
 - 10.12.4.1. DELIVERABLE: Fraud Procedure
 - 10.12.4.2. DUE: Within five Business Days of when change occurs and by the request of the Department, unless written approval from the Department prior to due date.
- 10.13. National Voter Registration Act (NVRA)
 - 10.13.1. Contractor must follow NVRA rules. NVRA Agency Information can be found on the Colorado Secretary of State Site located here:
<https://www.sos.state.co.us/pubs/elections/NVRA/NVRAHome.html>
 - 10.13.2. Contractor shall develop a written procedure for implementing the requirements of the NVRA. This procedure shall include, but is not limited to, all of the following:
 - 10.13.2.1. A process for reporting all voter registration activities, including, but not limited to, all of the activities described in this Section 2.15.
 - 10.13.2.2. How Contractor will distribute mail voter registration forms.
 - 10.13.2.3. How Contractor will aid recipients/applicants in completing voter registration forms, including a description of the type of assistance Contractor will provide and how Contractor will allow recipients/applicants to refuse assistance and document that refusal.
 - 10.13.2.4. How Contractor will accept completed voter registration forms for transmission to the proper county clerk and recorder.
 - 10.13.2.5. How Contractor will comply with all other aspects of the NVRA.

- 10.13.3. Upon request by the Department, or whenever changes to NVRA requirements require a modification, Contractor shall update its NVRA Procedures and deliver to the Department for review and approval of such changes.
- 10.13.3.1. DELIVERABLE: NVRA Procedure
- 10.13.3.2. DUE: Within five Business Days of execution of this contract, when change occurs and/or by the request of the Department; unless written approval from the Department prior to due date.
- 10.13.4. Contractor shall respond to all monthly surveys regarding voter registration issued by the Colorado Secretary of State, such as but not limited to, those issued through the Survey Monkey online tool.
- 10.13.5. Contractor shall respond to all these surveys by the 15th Business Day of the month following the month in which the survey was made available.
- 10.13.6. Contractor shall provide training related to the NVRA to all of its staff performing any functions under this Contract. This shall include providing refresher training to existing staff on at least an annual basis, or more frequently if changes require additional training or if the Department requests that Contractor provide more frequent training.
- 10.13.7. The training provided by Contractor shall include all information as provided on the Colorado Secretary of State's website related to the NVRA. Contractor shall use the training as provided on that website without modification unless the Department has provided prior written approval for the change.
- 10.13.8. In the event that Contractor has any questions or needs any additional information related to voter registration, Contractor shall contact the Colorado Secretary of State's Office directly to get answers to its questions and obtain that additional information.
- 10.13.9. The NVRA Procedure shall be an exhibit to the Medical Assistance Program Processing Guide.
- 10.14. Address Confidentiality Program (ACP) Procedure
- 10.14.1. Contractor must follow ACP rules and guidance detailed by the Colorado Division of Central Services located here: <https://dcs.colorado.gov/acp/acp-rules-statutes>
- 10.14.2. Contractor shall not allow any of Contractor's staff members to process any Colorado Medical Assistance Eligibility Determination prior to that staff member completing training on the ACP.
- 10.14.3. Contractor shall not use the real address of any Client in any communication or documentation, except as allowed by the ACP.
- 10.14.4. Contractor shall obtain special CBMS access to confidential cases for each of Contractor's staff that will work on cases for Clients in the ACP.
- 10.14.5. Contractor shall justify the business need for each of its staff members for whom it requests CBMS access to confidential cases.
- 10.14.6. Contractor's staff shall only use the ACP address in the CBMS and not the recipient/applicant's real address.

- 10.14.7. Contractor shall include all special indicators for an ACP case in the CBMS as directed by the Department.
- 10.14.8. Contractor shall comply with all letters and other formal direction provided by the Department for the State related to the ACP.
- 10.14.9. Contractor shall develop a written procedure (ACP Procedure) for implementing the requirements of the ACP and shall include at minimum, the following:
 - 10.14.9.1. How Contractor will ensure that all of Contractor's staff have completed all training, as provided or directed by the Department, relating to the ACP prior to processing any Colorado Medical Assistance Application.
 - 10.14.9.2. How Contractor will ensure that all of Contractor's staff attend all training, as provided or directed by the Department, relating to the ACP and ensure that all of Contractor's staff has received up-to-date training related to the ACP.
 - 10.14.9.3. How Contractor will implement special procedures to minimize the exposure of the actual address of recipients/applicants in the ACP. These special procedures shall include, at minimum, all of the following:
 - 10.14.9.3.1. Keeping all paper files related to recipients/applicants in the ACP in a locked cabinet, with access limited only to those of Contractor's staff members designated to work on cases for recipients/applicants in the ACP.
 - 10.14.9.3.2. Designating a limited number of Contractor's staff members to work on cases for recipients/applicants in the ACP and prohibiting other staff members from working on those cases or accessing the information contained in those cases.
 - 10.14.9.4. How Contractor will ensure that only the ACP address is used whenever Contractor is required to use an address and that the recipients/applicants' real address is not used.
 - 10.14.9.5. How Contractor will assign and replace individuals designated as the ACP Liaison and backup.
- 10.14.10. Upon request by the Department, or whenever changes to ACP requirements require a modification, Contractor shall update its ACP Plan and deliver to the Department for review and approval of such changes.
- 10.14.11. Contractor shall deliver its written ACP Plan for implementing the requirements of the ACP to the Department for review and approval.
 - 10.14.11.1. DELIVERABLE: ACP Procedure
 - 10.14.11.2. DUE: Within five Business Days of execution of this contract, when change occurs and/or by the request of the Department; unless written approval from the Department prior to due date
- 10.14.12. The ACP Procedure shall be an exhibit to the Medical Assistance Program Processing Guide.
- 10.15. OIT Service Desk
 - 10.15.1. Contractor shall contact the OIT Service Desk to resolve any CBMS/EDMS issues and problems that are not able to be resolved using the CBMS/EDMS knowledge base

resource, other documentation available regarding the CBMS/EDMS, or the expertise of Contractor's own staff.

- 10.15.2. In the event that Contractor encounters difficulty obtaining a resolution to an issue that it submitted to the CBMS/EDMS, Contractor may contact the Department to request help facilitating a resolution.

11. OVERSIGHT AND ACCOUNTABILITY

- 11.1. Contractor shall comply with the Department's Oversight and Accountability Program performance measures and standards.
- 11.2. Guidance for the Oversight and Accountability Program will be issued through Memo, State Level QA Reviews, and Internal QA Reviews. Contractor shall comply with all listed guidance.
- 11.3. In the event that the Department determines that Contractor is not meeting any requirement or performance standard in this Contract, Contractor shall develop a Corrective Action Plan (CAP).
- 11.4. Each CAP shall contain all the following:
 - 11.4.1. A description of all requirements and performance standards that Contractor is not meeting, as identified by the Department.
 - 11.4.2. A description of all activities Contractor will undertake to meet all unmet requirements and performance standards.
 - 11.4.3. Identification of the individual or individuals responsible for implementing each activity Contractor will undertake.
 - 11.4.4. A timeline for all proposed activities, and milestones that Contractor will meet in relation to the CAP.
 - 11.4.5. A deadline by which all activities in the CAP will be completed and Contractor will meet all requirements and performance standards contained in the Contract.
 - 11.4.6. Depending on the requirements and performance standards that Contractor has failed to meet, the Department may direct Contractor to complete all activities in the CAP by a date Determined by the Department. In that event, Contractor shall use that date as the deadline in its CAP and schedule all activities accordingly.
 - 11.4.7. All deadlines shall be set to complete all activities in the CAP in a timely manner but shall not be set more than 30 days following the implementation of the CAP without the prior consent of the Department.
- 11.5. Contractor shall deliver each CAP it creates to the Department for review and approval.
 - 11.5.1. DELIVERABLE: Corrective Action Plan
 - 11.5.2. DUE: Unless specified by the Department, within five Business Days of Department's determination that Contractor was not meeting a performance standard requirement.
- 11.6. In the event that the Department or Contractor identify any failure of Contractor to meet a requirement or performance standard in this Contract that the Department determines is a serious issue that requires immediate correction, Contractor shall

deliver its CAP related to that issue within one Business Day instead of the five normally allowed.

11.7. Contractor shall implement each CAP immediately upon receiving the Department's approval of that CAP.

11.8. In the event that Contractor fails to complete a CAP and meet all requirements and performance standards identified in that CAP by the deadline in that CAP, then the Department may suspend, limit or remove Contractor's access to the CBMS and Contractor's authorization to perform determinations of recipients/applicant's eligibility for Medical Assistance Programs.

11.9. The implementation of a CAP or suspension, limitation, or removal of CBMS access shall not limit any other Department remedies described in this Contract and may be implemented in conjunction with any other remedies.

11.10. Systems Utilized to Determine Compliance

11.10.1. To determine whether Contractor met any or all the performance standards when completing determinations and redeterminations within Contractor's program, the Department will utilize the COGNOS/DSS01 systems to pull data tracking and reports that track Contractor's compliance with certain performance standards. This data will be visualized on each program's MAP Dashboards.

11.10.2. To determine whether Contractor met any or all the performance standards when working with Medicaid populations within Contractor's program, the Department may utilize data from the Colorado interChange system.

11.10.3. The above list of systems is not all-inclusive, and the Department will, at its discretion, utilize additional data and reports from the COGNOS/DSS01, interChange, and/or other systems to determine whether Contractor met any or all the Performance Standards.

11.10.4. The date the data or reports will be pulled from the COGNOS/DSS01, interChange, and/or other systems published on the MAP Dashboard will be defined in each applicable Performance Standard and/or the PuMP® template for those performance measures.

11.10.5. Contractor should utilize policy, operational, and informational guidance provided in this Exhibit and through the HCPF Memo Series for each performance standard to assist with implementing the Performance Standard and pulling applicable data and reports to determine Contractor's compliance with any or all the Performance Standards.

11.11. Communications Utilized to Determine Compliance

11.11.1. If additional guidance or contract clarification is needed, the Department may release additional guidance to Contractor. Contractor shall continue to be responsible for the original deadlines unless the Department approves extended deadlines in writing.

11.12. HCPF Quality Assurance Process and Accuracy Dashboard

- 11.12.1. Contractor shall comply with HCPF Operational Memo (OM) 21-030 and any superseding communication by the Department, which specifies Contractor's role in the state quality assurance (QA) case review process.
- 11.12.2. The QA case reviews occur monthly.
 - 11.12.2.1. The QA case review process is to monitor the accuracy and quality of eligibility determinations for Medical Assistance made by Contractor.
 - 11.12.2.2. Contractor must respond to documentation requests and error findings within 10 business days of the request to ensure QA case reviews are completed timely.
 - 11.12.2.3. Contractor must respond to the Department's QA case review error findings by using the two options, 1) Agree/Concur or 2) Disagree/Rebut, within 10 business days.
 - 11.12.2.4. If additional or revised guidance on the state quality assurance case review process is issued, then Contractor shall comply with the most current, recent information issued through the HCPF Memo Series and Department guidance.
 - 11.12.2.5. The Department shall utilize the Medical Assistance Performance (MAP) Accuracy Dashboard to publish the results of the quality assurance case review findings on a monthly basis and sends the results to the Program Directors and Program Commissioners.
- 11.13. Performance Standard Targets
 - 11.13.1. The Department sets Performance Standard targets for Contractor and are subject to change at the discretion of the Department.
 - 11.13.2. The Department will monitor the performance standard targets through the MAP Accuracy Dashboard and through any internal reports determined by the Department.
 - 11.13.3. Contractor shall meet or exceed the following Performance Standard Targets
 - 11.13.3.1. Inaccurate Eligibility Determination Rate is:
 - 11.13.3.1.1. Calculated as the number of individuals that were incorrectly approved, denied, or terminated divided by the total number of individuals in the sample, monthly.
 - 11.13.3.1.2. Used to determine the percentage of individuals in the sample who had an incorrect determination.
 - 11.13.3.1.3. The Department will pull data tracking and reports to measure separate inaccurate eligibility determination totals for applications, redeterminations, recertifications, renewals, and changes, and other work determined by the Department.
 - 11.13.3.1.4. Contractor shall meet the Inaccurate Eligibility Determination Rate Performance Standard monthly.
 - 11.13.3.1.4.1. PERFORMANCE STANDARD: Accepted work shall be completed with an Inaccurate Eligibility Determination Rate of no more than three percent per month.

11.13.3.2. Unaffected Eligibility Error Rate is:

- 11.13.3.2.1. Calculated as the number of individuals with error(s) that did not impact eligibility divided by number of individuals in the sample, monthly.
- 11.13.3.2.2. Used to determine the percentage individuals in the sample who had a correct determination with errors that did not impact eligibility.
- 11.13.3.2.3. The Department will pull data tracking and reports to measure separate unaffected eligibility determination totals for applications, redeterminations, recertifications, renewals, and changes, and other work determined by the Department.
- 11.13.3.2.4. Contractor shall meet the Unaffected Eligibility Error Rate Performance Standard monthly.
- 11.13.3.2.4.1. **PERFORMANCE STANDARD:** Accepted work shall be completed with an Unaffected Eligibility Error Rate of no more than five percent per month.

11.13.3.3. Application Timeliness Rate is:

- 11.13.3.3.1. Used to determine the percentage of Applications which were processed within 30 calendar days of being assigned to the OPC.
- 11.13.3.3.2. Calculated as the number of Completed Applications divided by the Total Number of Applications. The Completed Applications include overdue and completed Applications.
- 11.13.3.3.2.1. Total Number of Applications are the number of Applications which include any previous months unauthorized Applications and any assigned Applications in the reporting month.
- 11.13.3.3.2.2. Overdue Applications are the number of Applications that were assigned to the OPC at least 31 calendar days prior and have not been authorized. Overdue Applications will continue to be included in future monthly reports if they are not authorized as they would not be complete.
- 11.13.3.3.2.3. Completed Applications are the number of Applications that were assigned to the OPC and were authorized within 30 calendar days.
- 11.13.3.3.3. Contractor shall meet the Application Timeliness Rate Performance Standard monthly.
- 11.13.3.3.3.1. **PERFORMANCE STANDARD:** Applications shall be completed with a 97% Application Timeliness Rate.

11.13.3.4. Renewal Timeliness Rate is:

- 11.13.3.4.1. Used to determine the percentage of Renewals which were processed within 30 calendar days of being assigned to the OPC.
- 11.13.3.4.2. Calculated as the number of Completed Renewals divided by the Total Number of Renewals. The Completed Renewals include overdue and completed a Renewals.
- 11.13.3.4.2.1. The total number of Renewals include any previous months unauthorized Renewals and any assigned Renewals in the reporting month.

- 11.13.3.4.2.2. Overdue Renewals are the number of Renewals that were assigned to the OPC at least 31 calendar days prior and have not been authorized. Overdue Renewals will continue to be included in future monthly reports if they are not authorized as they would not be complete.
- 11.13.3.4.2.3. Completed Renewals are the number of Renewals that were assigned to the OPC and were authorized within 30 calendar days.
- 11.13.3.4.3. Contractor shall meet the Renewal Timeliness Rate Performance Standard monthly.
- 11.13.3.4.3.1. PERFORMANCE STANDARD: Renewals shall be completed with a 97% Renewals Timeliness Rate.
- 11.13.3.5. Change Timeliness Rate is:
 - 11.13.3.5.1. Used to determine the percentage of Changes which were processed within 15 calendar days of being assigned to the OPC.
 - 11.13.3.5.2. Calculated as the number of Completed Changes divided by the Total Number of Changes. The Completed Changes include overdue and completed Changes.
 - 11.13.3.5.2.1. The total number of Changes include any previous months unauthorized Changes and any assigned Changes in the reporting month.
 - 11.13.3.5.2.2. Overdue Changes are the number of Changes that were assigned to the OPC at least 16 days prior and have not been authorized. Overdue Changes will continue to be included in future monthly reports if they are not authorized as they would not be complete.
 - 11.13.3.5.2.3. Completed Changes are the number of Changes that were assigned to the OPC and were authorized within 15 calendar days.
 - 11.13.3.5.3. Contractor shall meet the Change Timeliness Rate Performance Standard monthly.
 - 11.13.3.5.3.1. PERFORMANCE STANDARD: Changes shall be completed with a 97% Changes Timeliness Rate.
- 11.13.3.6. LTC Timeliness Rate is:
 - 11.13.3.6.1. Used to determine the percentage of Long Term Care (LTC) cases which were processed within 60 calendar days of being assigned to the OPC.
 - 11.13.3.6.2. Calculated as the number of Completed LTC cases divided by the Total Number of LTC cases. The Completed LTC cases include overdue and completed LTC cases.
 - 11.13.3.6.2.1. The total number of LTC Cases include any previous months unauthorized LTC cases and any assigned LTC cases in the reporting month.
 - 11.13.3.6.3. Overdue LTC cases are the number of LTC Cases that were assigned to the OPC at least 61 days prior and have not been authorized. Overdue LTC cases will continue to be included in future monthly reports if they are not authorized as they would not be complete.

- 11.13.3.6.4. Completed LTC Cases are the number of LTC Cases that were assigned to the OPC and were authorized within 60 calendar days.
- 11.13.3.6.5. LTC cases Timeliness Rate include an overall timeliness rate and will be broken down into three categories (Applications, Renewals, and Changes) for trending and reporting purposes.
- 11.13.3.6.6. The LTC Timeliness Rate minimum calendar days may be adjusted or broken down by type if trending data shows a reasonable reason to adjust and written approval is given by both parties.
- 11.13.3.7. To Be Determined (TBD) Rate:
 - 11.13.3.7.1. The TBD Rate will be initiated by the Oversight & Accountability Program through the Memo Series, State Level QA, MA Reviews, Desk Reviews, and/or Internal QA or through the Program/Contract Manager when a new performance measure is identified.
 - 11.13.3.7.2. The Department will pull data tracking and reports to measure separate totals for the new performance measure.
 - 11.13.3.7.3. Contractor shall meet the TBD Rate Performance Standard monthly.
 - 11.13.3.7.3.1. PERFORMANCE STANDARD: TBD by the Oversight & Accountability Program through the Memo Series, MA Reviews, Desk Reviews, State Level QA, and or Internal QA.

11.14. Determination of Compliance with the Performance Standards

- 11.14.1. The MAP Accuracy Dashboard and internal report is updated monthly and will be available monthly to Contractor. The OPC will be evaluated semi-annually to determine Contractor's performance. To determine compliance with the Accuracy Performance Incentive, the Department will utilize the Accuracy data, from the MAP Accuracy Dashboard and any internal reports determined by the Department. Data from the previous 6 months prior to the review will be used to determine whether Contractor met or exceeded the specified targets.
- 11.14.2. The Department will take Contractor's final actual performance on the MAP Accuracy Dashboard in comparison to Contractor's Accuracy targets at the end of each review period (semi-annually) to determine if Contractor's actual performance has met and/or exceeded the targets.
- 11.14.3. The MAP Accuracy Dashboard will be utilized to monitor the Contractor's performance once they have been validated and agreed upon by the Department and the Contractor.

11.15. Department Monitoring of MAP Dashboards

- 11.15.1. The Department updates the MAP Dashboards monthly, which are accessible to Contractor through the Department's MAP Dashboard SharePoint Page; copies of these Dashboards are also emailed to Contractor Contact to be distributed to Contractor leadership monthly.

11.16. Contractor Monitoring of MAP Dashboards

- 11.16.1. Contractor shall monitor the monthly published MAP Dashboards to ensure targets are met.

- 11.16.1.1. Contractor shall designate MAP Dashboard performance owners to access the MAP Dashboards and follow the Standard Operating Procedure (SOP) that is available on the Department SharePoint Page to ensure targets are met.
- 11.16.2. If targets are not met, Contractor shall review and investigate the root causes for not achieving the target(s).
- 11.16.3. Contractor shall respond to the Department with the outcome of the investigation for not meeting the target based on the established MAP Dashboard process.
- 11.16.4. Contractor shall follow guidance regarding the MAP Dashboard process as issued through the MAP Dashboard SOP, trainings and HCPF Memo Series.
- 11.17. Determining Compliance with Performance Compliance Performance Standard
- 11.17.1. Contractor will be deemed out of compliance for specific director-level measures based on determined performance standards when Contractor has not met the target(s) after a short- or long-run of performance.
- 11.17.1.1. Contractor shall refer the MAP Dashboard SOP and HCPF Memo Series for guidance on what constitutes a short- or long-run of performance.
- 11.17.1.2. A Management Decision Letter (MDL), requiring Contractor to create an Improvement Action Plan (IAP) or Corrective Action Plan (CAP), will be issued to Contractor to address the short- or long-run of performance.
- 11.17.1.3. Contractor shall refer to HCPF OM 21-004 for guidance on MDLs, IAPs and CAPs.
- 11.17.1.4. Contractor shall comply with the most recently released information.

12. OPC QUALITY ASSURANCE PROGRAM

- 12.1. Contractor shall develop and create a comprehensive OPC Quality Assurance Program based on consultation with the Department, expectations identified by the Department, and industry standards to ensure the Performance Standards in this Contract are met and exceed expectations.
- 12.2. The OPC Quality Assurance Program shall address and include the Quality Assurance Analyst described in section 3.2.8.2, the Departments OP Trainer as described in section 8.2, the Work Report described in section 14.3 and the HCPF Quality Assurance Process and Accuracy Dashboard described in section 11 of this contract.
- 12.3. The OPC Quality Assurance Program shall include all of the following for the SFY that the plan covers:
 - 12.3.1. A description of all of Contractor's current OPC Quality Assurance Program activities, including, but not limited to, all of the following:
 - 12.3.1.1. Activities related to the Eligibility Site Accountability and Oversight Program.
 - 12.3.1.2. Activities related to increasing data entry accuracy.
 - 12.3.1.3. Activities related to processing pending Colorado Medical Assistance Eligibility Determinations.
 - 12.3.1.4. Activities relating to reducing processing times of new Colorado Medical Assistance Eligibility Determinations and minimizing or reducing the backlog of those cases.

- 12.3.1.5. Activities relating to reducing the processing times of redeterminations, recertifications, or changes of Colorado Medical Assistance and minimizing or reducing the backlog of those Eligibility Determination, if Contractor processes such cases.
- 12.3.1.6. Activities related to increasing the efficiency and effectiveness of the OPC
- 12.3.2. A description of all future OPC Quality Assurance Program activities planned for the SFY to address any areas that are not adequately addressed by Contractor's current OPC Quality Assurance Program activities.
- 12.4. Contractor shall provide its OPC Quality Assurance Program to the Department for review and approval.
- 12.4.1. DELIVERABLE: Quality Improvement Plan
- 12.4.2. DUE: Annually no later than July 31st, within five Business Days of when change occurs and by the request of the Department unless written approval from the Department prior to due date.

13. OPC REPORTS

- 13.1. Contractor shall provide all reports described in this Section in a format and containing the information as directed or approved by the Department
- 13.2. All reports described in this section are
- 13.3. Work Report
 - 13.3.1. The Department will utilize the Work Report to determine the work capacity of the OPC.
 - 13.3.2. Contractor shall develop a comprehensive Work Report based on consultation from the Department, expectations identified by the Department, and industry standards to document any Colorado Medical Assistance Eligibility Determinations for a Medical Assistance Program that Contractor was assigned.
 - 13.3.3. The Work Report Template shall include but not limited to the following unless agreed to in writing by the Department:
 - 13.3.3.1. Eligibility Site (if applicable)
 - 13.3.3.2. Case Numbers
 - 13.3.3.3. Date Received by the Eligibility Site (if applicable)
 - 13.3.3.4. Date Received by the OPC
 - 13.3.3.5. Date Accepted by the OPC
 - 13.3.3.6. Status
 - 13.3.3.7. Completion Date
 - 13.3.3.8. Date Reviewed for Quality Assurance
 - 13.3.3.9. Name of Person who did the Quality Assurance (if applicable)
 - 13.3.3.10. Quality Assurance Outcomes (pass/fail)
 - 13.3.3.11. Date Assigned back to the Eligibility Site (when applicable)

- 13.3.3.12. Daily Wrap Up to include but not limited to:
 - 13.3.3.12.1. Number of workers working per day regardless of when they came into work.
 - 13.3.3.12.2. Number of applications competed, pending, and incomplete per day.
 - 13.3.3.12.3. Number of changes competed, pending, and incomplete per day.
 - 13.3.3.12.4. Number of changes competed, pending, and incomplete per day.
 - 13.3.3.12.5. Number of applications, changes, and changes supervisors approved per day.
 - 13.3.3.12.6. Number of applications, changes, and changes that were quality assured by day.
 - 13.3.3.12.7. Number of cases quality assured that failed to meet each of the Performance Standards
- 13.3.4. Contractor shall provide the Work Report Template to the Department for review and approval prior to implementation of the Work Report.
 - 13.3.4.1. DELIVERABLE: Work Report Template
 - 13.3.4.2. DUE DATE: Within five Business Days of the request of the Department unless written approval from the Department prior to due date.
- 13.3.5. Contractor shall update the Work Report daily by the beginning of the next Business Day and is accessible to the Department in an agreed upon location.
- 13.3.6. Contractor shall finalize the Work Report for the previous week by every Monday by noon. If the OPC is closed on a Monday, the finalized Work Report shall be completed the next Business Day by noon.
 - 13.3.6.1. DELIVERABLE: Finalized Work Report
 - 13.3.6.2. DUE DATE: Every Friday by close of Business Day and within one Business Day by request of the Department.
- 13.4. Monthly Performance Report
 - 13.4.1. Contractor shall develop and create a comprehensive Monthly Performance Report based on consultation with the Department, expectations identified by the Department, Performance Standards contained in this contract, information gathered from the Work Report contained in this contract, and industry standards.
 - 13.4.2. Contractor must provide the raw data that supports the information provided in any Monthly Performance Report upon the Department's request.
 - 13.4.3. The Monthly Performance Report shall contain but not limited to the following:
 - 13.4.3.1. A monthly summary of the wrap up information found in the Daily Work Reports including but not limited to the average processing time, in Business Days, from receipt to completion for each type
 - 13.4.3.2. A monthly review of how Contractor met and exceeded all Performance Standards
 - 13.4.3.2.1. If Contractor failed to meet any Performance Standards contained in this Contract, Contractor shall also include a description of why Contractor failed to meet each performance standard that it failed to meet

- 13.4.3.3. A monthly summary of the cases quality assured by the OPC and how many failed to meet each of the Performance Standards
- 13.4.3.4. A list of all Deliverables submitted over the prior month to include but not limited to, day submitted, if it required a resubmission, and status of each deliverable.
- 13.4.3.5. A summary of ACP, NVRA, and Dispute Resolution
- 13.4.3.6. A summary of any changes Contractor has implemented including but not limited to staffing changes or staff turnover, security administrator changes, policy changes, and procedure changes.
- 13.4.4. Contractor shall include the Monthly Performance Report information in the Monthly Status Meeting or with the Status Record as in section 6.2 through 6.5 of this contract.
 - 13.4.4.1. If the Program has not become fully operational, the Monthly Performance Report will be due on the fifth day of the month following the month that the report covers.
 - 13.4.4.2. DELIVERABLE: Monthly Performance Report
 - 13.4.4.3. DUE: Monthly, no later than the fifth day of the month following the month that the report covers.
- 13.5. Quarterly Performance Report
 - 13.5.1. Contractor shall create a Quarterly Performance Report to include a high-level roll up of the Monthly report and include any other performance standards identified by the Eligibility Site Accountability and Oversight Program.
 - 13.5.2. Contractor shall deliver the Quarterly Performance Report to the Department for review and approval.
 - 13.5.2.1. DELIVERABLE: Quarterly Performance Report
 - 13.5.2.2. DUE: On the sixth Business Day of the month following the end of the calendar quarter that the report covers.
- 13.6. Monthly Dispute Resolution Report
 - 13.6.1. Contractor shall develop and create a comprehensive Monthly Dispute Resolution Report based on consultation with the Department, expectations identified by the Department, information contained in this contract Section 11.10, and industry standards.
 - 13.6.1.1. The number of disputes received, the number of dispute resolution conferences held during the month, and the number of disputes unable to resolve.
 - 13.6.1.2. A description of each dispute resolution conference held during the month, including a high-level description of the outcome of the dispute resolution conference.
 - 13.6.1.3. The number and categories of appeals transferred back to an Eligibility Site.

13.6.2. Contractor shall include the Monthly Dispute Resolution Report in the Monthly Status Meeting or with the Status Record as described in section 6.2 through 6.5 of this contract.

13.6.2.1. If the Program has not become fully operational, the Monthly Dispute Resolution Report will be due on the fifth day of the month following the month that the report covers.

13.6.2.2. DELIVERABLE: Monthly Dispute Resolution Report

13.6.2.3. DUE: Monthly, no later than the fifth day of the month following the month that the report covers.

13.7. Quarterly Dispute Resolution Report

13.7.1. Contractor shall create a Quarterly Dispute Resolution Report to include a high-level roll up of the Monthly Dispute Resolution Report and include but not limited to:

13.7.1.1. A summary of disputes received and resolved by Contractor

13.7.1.2. A description of any trends related to the disputes received

13.7.1.3. A description of any trends related to the disputes Contractor was unable to resolve

13.7.2. Contractor shall provide the raw data that supports the information contained in the Quarterly Dispute Resolution Report to the Department upon request.

13.7.2.1. DELIVERABLE: Quarterly Dispute Resolution Report

13.7.2.2. DUE: On the Sixth Business Day of the month following the end of the calendar quarter that the report covers.

13.8. Quarterly Security Access Report

13.8.1. Contractor shall create a Quarterly Security Access Report.

13.8.2. The Quarterly Security Access Report shall contain all the following information for the calendar quarter to which the report applies:

13.8.2.1. The name of the Overflow Processing Center (OPC), including the physical address and physical location.

13.8.2.2. A listing of the CBMS username, the CBMS user role, CBMS manager, CBMS access and the CBMS portal username for each of Contractor's staff members who has access to the CBMS.

13.8.2.3. A listing of the SAVE username for each of Contractor's staff members who have access to SAVE, including any High-Level Program Group access.

13.8.3. Contractor shall submit the Quarterly Security Access Report to the Department for review and approval.

13.8.3.1. DELIVERABLE: Quarterly Security Access Report

13.8.3.2. DUE: On the 15th day of the month following the end of the calendar quarter to which the report applies.

13.9. Annual Program Report

- 13.9.1. Contractor shall create and Annual Program Report.
- 13.9.2. The Annual Program Report shall include all the following for each SFY:
 - 13.9.2.1. A summary of the Quarterly Performance Reports
 - 13.9.2.2. An analysis of the trends seen by Contractor related to Eligibility Determinations, ACP, NVRA, Dispute Resolutions, Quality Assurance, OPC Operations, or other topics identified by the Department.
 - 13.9.2.3. An analysis of Performance Standards for the Overflow Processing Center (OPC).
- 13.9.3. Contractor shall deliver the Annual Program Report to the Department for review and approval.
 - 13.9.3.1. DELIVERABLE: Annual Program Report
 - 13.9.3.2. DUE: Annually, no later than the September 30th following the end of the SFY that the report covers
- 13.9.4. Contractor shall develop the Annual Program Report in such a way that the report may be distributed without other documentation to legislators and other interested parties. The Annual Program Report shall not contain any PHI, and any PHI contained in other reports that will be summarized in the Annual Program Report shall be de-identified by Contractor prior to inclusion.
- 13.10. Ad Hoc Reports
 - 13.10.1. While the Department will try and provide prior notice of requests for Ad Hoc Reports, Contractor acknowledges that some requests may arise without prior notice.
 - 13.10.2. Contractor shall develop and create a comprehensive Ad Hoc Reports based on direction and consultation of the Department, expectations identified by the Department, and industry standards.
 - 13.10.2.1. DELIVERABLE: Ad Hoc Report
 - 13.10.2.2. DUE: TBD by the Department in collaboration with Contractor but no more than 10 business days from request.
- 13.11. While the Department will try and provide prior notice of requests for Ad Hoc Meetings and Ad Hoc Reports, Contractor acknowledges that some requests may arise without prior notice.

14. COMPENSATION & INVOICING

14.1. Compensation

- 14.1.1. The Department at its sole discretion can delay a portion or full payment in the event Contractor is failing to meet Deliverable or Performance Standards expectations outlined in this contract until Contractor Corrects its Work and meets the expectations outlined in this contract.

14.1.2. The Department and Contractor will review the Administrative Report quarterly to assess increasing staffing levels and volumes for possible increases in work capacity of the OPC.

14.2. Detailed Invoicing and Payment Procedures

14.2.1. Contractor shall invoice the Department on a monthly basis, by the 15th Business Day of the month following the month for which the invoice covers. Contractor shall not invoice the Department for a month prior to the last day of that month.

14.2.2. The invoice shall contain all of the following for the month for which the invoice covers:

14.2.2.1. Staffing expenses

14.2.2.2. Lease & utility expenses

14.2.2.3. Operating expenses

14.2.2.4. Laptops, monitors, software, other equipment

14.2.2.5. Internet

14.2.2.6. IT support

14.2.2.7. Maintenance (Powers County to specify)

14.2.2.8. Mileage / meeting / training expenses (Powers County to specify)

14.2.2.9. Office equipment

14.2.2.10. Office supplies

14.2.2.11. Personnel time recording

14.2.2.12. Postage

14.2.2.13. Professional services (Powers County to specify)

14.2.2.14. Shredding

14.2.2.15. Telephone

14.2.2.16. Other expenses (Powers County to specify)

14.3. Closeout Payments

14.3.1. 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.

14.4. Available Funding

14.4.1. If available funding is not approved by CMS, the Department will not pay Contractor for further work where the funding has not been approved.

14.4.2. If CMS requests changes to the funding, Contractor shall work with the Department to modify the costs under this Contract to align with the approved funding.

Exhibit C, Rates

DELIVERABLES		DATE DUE TO THE DEPARTMENT	Fixed Price Paid Upon Acceptance of Deliverable	Maximum Amount of Monthly Deliverable
Monthly Maximum Payment	July 2026	Monthly, by the Fifteenth (15th) Calendar Day of each month	NA	\$158,723.00
	August 2026		NA	\$158,723.00
	September 2026		NA	\$158,723.00
	October 2026		NA	\$158,723.00
	November 2026		NA	\$158,723.00
	December 2026		NA	\$158,723.00
	January 2027		NA	\$158,723.00
	February 2027		NA	\$158,723.00
	March 2027		NA	\$158,723.00
	April 2027		NA	\$158,723.00
	May 2027		NA	\$158,723.00
	June 2027		NA	\$158,723.00
Sum of Monthly Maximum Payments			NA	\$1,904,677.00

Exhibit D, Terminology

1. Terminology

- 1.1. In addition to the terms defined in §3 of this Contract, the following list of terms shall be construed and interpreted as follows:
- 1.1.1. Address Confidentiality Program (ACP) - The State program to provide survivors of domestic violence, sexual offenses, or stalking/harassment with a means to prevent abusers and potential abusers from locating them through public records, as described in §24-30-2101, C.R.S. <https://dcs.colorado.gov/acp>
 - 1.1.2. Applicant - An individual who is applying for a Medical Assistance Program.
 - 1.1.3. Business Interruption - Any event that disrupts Contractor's ability to complete the Work for a period of time, and may include, but is not limited to a Disaster, power outage, act of God, strike, loss of necessary personnel or computer virus.
 - 1.1.4. Child Health Plan Plus (CHP+) - Colorado's public low-cost health insurance for low-income children (18 years of age and younger) and pregnant women (19 years of age and older) who are Colorado residents. It is for people who earn too much to qualify for Health First Colorado (Colorado's Medicaid Program), but not enough to pay for private health insurance.
 - 1.1.5. 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.
 - 1.1.6. Colorado Benefits Management System (CBMS) - The State's integrated eligibility determination system that processes eligibility for medical and financial assistance programs administered by the Department or the Colorado Department of Human Services (DHS).
 - 1.1.7. Colorado Department of Health Care Policy and Financing - State agency charged with the administration of Health First Colorado (Colorado's Medicaid Program), Child Health Plan Plus and other health care programs.
 - 1.1.8. Colorado Medical Assistance -Medical assistance provided by the State of Colorado to individuals who meet eligibility requirements .
 - 1.1.9. Colorado Revised Statutes (C.R.S.) - The legal code of Colorado; the legal codified general and permanent statutes of the Colorado General Assembly.
 - 1.1.10. County - Local government agencies charged with the administration of medical assistance and related activities in the respective geographic area covered by that local government in accordance with the rules of the Department.
 - 1.1.11. Consumer Price Index- Urban (CPI-U) - The Consumer Price Index for All Urban Consumers published by the US Department of Labor, Bureau of Labor Statistics.
 - 1.1.12. Data - State Confidential Information and other State information resources

transferred to the Contractor for the purpose of completing a task or project assigned in the Statement of Work.

- 1.1.13. Data Entry Error - Any data that is entered into the CBMS by the Contractor incorrectly that may or may not result in an incorrect eligibility determination.
- 1.1.14. 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.
- 1.1.15. Disaster - An event that makes it impossible for Contractor to perform the Work out of its regular facility or facilities, and may include, but is not limited to, natural disasters, fire or terrorist attacks.
- 1.1.16. Eligibility Determination- any case needing a determination of eligibility, including but not limited to applications, redeterminations, renewals, changes, etc.
- 1.1.17. Eligibility Site - An entity certified by Colorado Department of Human Services (CDHS) and the Department to process Eligibility Determination and perform case maintenance for the programs administered by both the Department and CDHS.
- 1.1.18. Exceptions - System errors in processing any Real-Time Eligibility (RTE) determinations through the batch process in PEAK.
- 1.1.19. Fraud - An intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to that person or some other person and includes any act that constitutes fraud under any federal or state law.
- 1.1.20. Health First Colorado - Colorado's Medicaid Program.
- 1.1.21. Health Insurance Portability and Accountability Act (HIPAA) - The Health Insurance Portability and Accountability Act of 1996, as amended.
- 1.1.22. Incident - Any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- 1.1.23. Industry Standard - A set of criteria within an industry relating to the standard functioning and carrying out of operations in their respective fields of production. In other words, generally accepted requirements followed by members in the industry.
- 1.1.24. Internal QA: Monthly quality reviews conducted by Eligibility Sites of their performance based on requirements established by the Department and outlined in the QA Memo.
- 1.1.25. Key Personnel - The position or positions that are specifically designated as such in this Contract.
- 1.1.26. Medicaid- The public health insurance program for Colorado residents, which may include families, children, adults, pregnant women, persons who are blind or persons with disabilities and the elderly, administered by the Department.
- 1.1.27. Medicaid Assistance Performance (MAP) Dashboards - a graphic representation of essential information regarding performance measures, targets and benchmarks

and the county's actual performance. The MAP Dashboards highlights each county's performance and quality.

- 1.1.28. Medical Assistance Program - Any category of medical assistance provided to Colorado residents, including Medicaid and CHP+. Collectively, these categories are "Medical Assistance Programs".
- 1.1.29. Medical Assistance Eligibility Determination- any Medical Assistance Program case needing a determination of eligibility, including but not limited to applications, redeterminations, renewals, changes, etc.
- 1.1.30. Medical Assistance (MA) Site - A designated location, certified by the Department to accept and process the "Colorado Medical Assistance Application" and the "Colorado Application for Public Assistance" for the programs that are administered by the Department.
- 1.1.31. Member - Any individual enrolled in the Colorado Medicaid program, Colorado's CHP+ program or the Colorado Indigent Care Program, as determined by the Department.
- 1.1.32. Modified Total Cost Report - Report generated by the Contractor showing a list of eligible costs associated with the administration of the Medical Assistance Site.
- 1.1.33. National Voter Registration Act (NVRA) - The National Voter Registration Act of 1993, codified at 42 U.S.C. §§ 1973gg et. seq.
- 1.1.34. Operational Start Date - When the Department authorizes Contractor to begin fulfilling its obligations under the Contract.
- 1.1.35. Other Personnel - Individuals in addition to Key Personnel, assigned to positions to complete tasks associated with the Work.
- 1.1.36. Program Eligibility and Application Kit (PEAK) - A web-based consumer facing portal designed to provide Applicants and community partners with an easily accessible tool to apply for public assistance benefits and automate eligibility determination through the CBMS. PEAK is supported by the Department, DHS and the Governor's Office of Information Technology.
- 1.1.37. Process Application- Refers to the collection of documentation and data entry provided by Workers; needed to determine eligibility through the CBMS, Colorado's automated eligibility determination system.
- 1.1.38. 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.
- 1.1.39. Public Assistance Cost Allocation Plan (PACAP) - A required plan document that is used to determine the amount of cost that may be allocated, and claimed, to various federal programs.
- 1.1.40. QA Memo- The State (HCPF) requirements for Eligibility Site Quality Assurance Program that includes expectations for Total Quality Management such as processes for: Quality Assurance, Control, Management, and improvement.

- 1.1.41. Real- Time Eligibility (RTE) - No clearly perceivable delay between the submission of a complete and verifiable application and the response to the applicant regarding the eligibility decision.
- 1.1.42. SFY - State Fiscal Year. The 12-month period beginning on July 1st of a year and ending on June 30th of the following year.
- 1.1.43. Start-Up Period - The period starting on the Effective Date and ending on the Operational Start Date.
- 1.1.44. State Level QA: State-level monthly quality assurance review samples of each Eligibility Site conducted by the Department of Health Care Policy and Financing used for accuracy measure data gathering for the Accuracy Medical Assistance Performance (MAP) and statewide improvement efforts.
- 1.1.45. System Error - Errors caused by the CBMS in the determination of eligibility during the acceptance or processing of data.
- 1.1.46. Systematic Alien Verification for Entitlements (SAVE) -The web-based service provided by the federal Department of Homeland Security, U.S. Citizenship and Immigration Service to determine the immigration status of benefit applicants.
- 1.1.47. Timely Processing - The processing of an application, redetermination or renewal that does not exceed the processing guidelines established in 42 CFR 435.911 and 42 CFR 435.916 (a).
- 1.1.48. Timely Filing - Filing of a claim for an expenditure that does not exceed the time limit guidelines established in 45 C.F.R. § 95, et seq.

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. CORA -Colorado Open Records Act, C.R.S. §24-72-200.1, et. seq.
 - 2.1.4. C.R.S. - Colorado Revised Statutes
 - 2.1.5. CPI - Consumer Price Index
 - 2.1.6. CPI-U - CPI for all urban consumers
 - 2.1.7. HIPAA - Health Insurance Portability and Accountability Act of 1996, as amended.
 - 2.1.8. MFCU - the Colorado Medicaid Fraud Control Unit in the Colorado Department of Law
 - 2.1.9. PCI - Payment Card Information
 - 2.1.10. PHI - Protected Health Information as defined by HIPAA.
 - 2.1.11. PII - Personally Identifiable Information
 - 2.1.12. SFY - State Fiscal Year
 - 2.1.13. U.S.C. - United States Code

2.1.14. VARA - Visual Rights Act of 1990

Exhibit E, Contractor's Administrative 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. 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.
- 1.3. 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.
- 1.4. 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.
- 1.5. 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.
- 1.6. Deliverables
 - 1.6.1. All Deliverables shall meet Department-approved format and content requirements. The Department will specify the number of copies and media for

each Deliverable.

- 1.6.1.1. 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:
 - 1.6.1.1.1. Gather and document requirements for the Deliverable.
 - 1.6.1.1.2. Create a draft in the Department-approved format for the individual Deliverable.
 - 1.6.1.1.3. Perform internal quality control review(s) of the Deliverable, including, but not limited to:
 - 1.6.1.1.3.1. Readability.
 - 1.6.1.1.3.2. Spelling.
 - 1.6.1.1.3.3. Grammar.
 - 1.6.1.1.3.4. Completion.
 - 1.6.1.1.4. Adhere to all required templates or development of templates.
 - 1.6.1.1.5. Perform modifications that include version control and tracked changes.
- 1.6.1.2. 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.
 - 1.6.1.2.1. 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.
 - 1.6.1.2.2. 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.
- 1.6.1.3. 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.

- 1.6.2. 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.
- 1.6.3. 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.
- 1.6.4. 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.
- 1.6.5. 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.
- 1.6.6. 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.

- 1.6.6.1. Any Deliverable described as an update of another Deliverable shall be considered a version of the original Deliverable for the purposes of this subsection.

1.7. Stated Deliverables and Performance Standards

- 1.7.1. 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.

1.8. Communication with the Department

- 1.8.1. Contractor shall enable all Contractor staff to exchange documents and electronic files with the Department staff in formats compatible with the Department's systems, including Microsoft Office products. Contractor shall communicate with the Department's primary designee, who will be identified to Contractor, to obtain information about the specific Microsoft products currently in use, as may be upgraded from time to time. At a minimum, Contractor shall have the capability to exchange documents and electronic files compatible with Microsoft Office 365, unless the Department's primary designee otherwise specifies. 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.
- 1.8.2. 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:
 - 1.8.2.1. The date the transmittal will be effective.
 - 1.8.2.2. Direction to Contractor regarding performance under the Contract.

- 1.8.2.3. A due date or timeline by which Contractor shall comply with the direction contained in the transmittal.
- 1.8.2.4. The signature of the Department employee who has been designated to sign transmittals.
 - 1.8.2.4.1. 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.
- 1.8.3. 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.
 - 1.8.3.1. 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.
- 1.8.4. 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.
- 1.8.5. 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.
- 1.8.6. 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.

1.8.7. Contractor shall retain all transmittals for reference and shall provide copies of any received transmittals upon request by the Department.

1.9. Start-Up Period

1.9.1. With input from the Department, Contractor shall complete all of the following during the Start-Up Period:

1.9.1.1. Schedule and facilitate a Kickoff Meeting that includes the following:

1.9.1.1.1. Key Personnel.

1.9.1.1.2. Department Leadership.

1.9.1.1.3. Department Project Team Members.

1.9.1.1.4. Any other relevant and needed persons or organizations.

1.9.1.2. Develop Kickoff Meeting materials and an agenda that contains, at a minimum, the following:

1.9.1.2.1. Initial timelines for starting the Work and creating initial Deliverables.

1.9.1.2.2. Establishment of Communication channels to describe how the Work is to be completed.

1.9.1.2.3. Transmission methods and specific Deliverable templates or requirements.

1.9.1.2.4. Any other item required to initiate and ensure Work is started and completed on time.

1.9.1.3. Prepare Kickoff Meeting Minutes and deliver them to the Department for review and approval.

1.9.1.3.1. DELIVERABLE: Kickoff Meeting Agenda & Materials

1.9.1.3.2. DUE: Within three Business Days after the Kickoff Meeting

1.9.1.4. Create a Policy and Procedures Manual that contains the policies and procedures for all systems and functions necessary for Contractor to complete its obligations under the Contract.

1.9.1.5. Prepare all documents, forms, training materials, and any other documents, information and protocols that require approval by the Department prior to the

changes from the most recently approved prior Operations Guide or Annual Operations Guide Update or shall note that there were no changes.

1.10.4.1. DELIVERABLE: Annual Operations Guide Update

1.10.4.2. DUE: Annually, by June 30th of each year

1.10.5. The Operational Start Date shall not occur until Contractor has completed all requirements of the Operations Guide, unless the Department provides written approval otherwise.

1.10.6. Communication with Members, Providers, and Other Entities

1.10.6.1. Contractor shall create a Communication Plan that includes, but is not limited to, all of the following:

1.10.6.1.1. 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.

1.10.6.1.2. 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.

1.10.6.1.3. 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.

1.10.6.1.4. 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.

1.10.6.1.5. A listing of the following individuals within Contractor's organization, including cell phone numbers and email addresses:

1.10.6.1.5.1. 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.

1.10.6.1.5.2. An individual who is responsible for any website or marketing related to the Work.

end of the Start-Up Period and are necessary for Contractor to begin work on the Operational Start Date. Contractor shall deliver all documents, forms, training materials, and any other documents, information and protocols that require approval by the Department to the Department for review and approval in a timely manner that allows the Department to review and approve those documents prior to end of the Start-Up Period.

1.9.1.5.1. DELIVERABLE: Policies & Procedures Manual

1.9.1.5.2. DUE: No later than the Operational Start Date

1.10. Operations Guide

1.10.1. Contractor shall not engage in any Work under the Contract, other than the Work described in this Sections 1.9 and 1.10, 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.

1.10.2. Contractor shall create and implement an Operations Guide. The Operations Guide shall include the creation and management of the following:

1.10.2.1. Communication Plan.

1.10.2.2. Business Continuity Plan.

1.10.2.3. Start-Up Plan.

1.10.2.4. Closeout Plan.

1.10.3. Contractor shall submit the Operations Guide to the Department for review and approval.

1.10.3.1. DELIVERABLE: Operations Guide

1.10.3.2. DUE: Within 30 Business Days after the Effective Date

1.10.4. Contractor shall review its Operations Guide on 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

1.10.6.1.5.3. Back-up communication staff that can respond in the event that the other individuals listed are unavailable.

1.10.7. Business Continuity Plan

1.10.7.1. Contractor shall create a Business Continuity Plan that Contractor will follow in order to continue operations after a Disaster or a Business Interruption. The Business Continuity Plan shall include, but is not limited to, all of the following:

1.10.7.1.1. 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.

1.10.7.1.2. How Contractor will back-up all information necessary to continue performing the Work, so that no information is lost because of a Business Interruption.

1.10.7.1.2.1. In the event of a Disaster, the plan shall also include how Contractor will make all information available at its back-up facilities.

1.10.7.1.3. 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.

1.10.7.1.4. How Contractor will minimize the effects on Members of any Business Interruption.

1.10.7.1.5. 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.

1.10.7.1.6. Planned long-term back-up facilities out of which Contractor can continue operations after a Disaster.

1.10.7.1.7. The time period it will take to transition all activities from Contractor's regular facilities to the back-up facilities after a Disaster.

1.10.8. Start-Up Plan

1.10.8.1. Contractor shall create a Start-Up Plan that contains, at a minimum, the following:

- 1.10.8.1.1. A description of all steps, timelines, and milestones necessary to fully transition the services described in the Contract from a prior contractor to Contractor.
- 1.10.8.1.2. A description of all steps, timelines, milestones, and Deliverables necessary for Contractor to be fully able to perform all Work by the Operational Start Date.
- 1.10.8.1.3. A listing of all personnel involved in the start-up and what aspect of the start-up they are responsible for.
- 1.10.8.1.4. An operational readiness review for the Department to determine if Contractor is ready to begin performance of all Work.
- 1.10.8.1.5. The risks associated with the start-up and a plan to mitigate those risks.

1.10.9. Closeout Plan

- 1.10.9.1. 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 the contractor after the termination of the Contract.
- 1.10.9.1.1. 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 Members and the Department.
- 1.10.9.1.2. Contractor shall deliver the Closeout Plan to the Department for review and approval.
- 1.10.9.2. Contractor shall provide weekly updates to the Department throughout the creation of and the performances within the Operations Guide, that show Contractor's status toward meeting the milestones described herein.
- 1.10.9.3. Contractor shall be ready to perform all Work by the Operational Start Date.

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 Overflow Processing Center that Contractor will no longer be the Overflow Processing Center 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 Overflow Processing Center, 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: the Overflow Processing Center Notifications
 - 1.11.1.5.2. DUE: 30 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 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. 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.
- 1.12.5. 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.

1.13. 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.
- 1.13.3. In the event that the Contract is extended beyond five years, the annual maximum compensation for the Contract in any of those additional years shall not exceed the Contract maximum amount for the prior State Fiscal Year (SFY) plus the annual percent increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the Denver-Boulder-Greeley metropolitan area for the calendar year ending during that prior SFY. If the CPI-U for Denver-Boulder-Greeley is for some reason not available as specified in this subsection, the increase shall be equal to the percent increase in the CPI-U (U.S.) for the same period.
- 1.13.4. The limitation on the annual maximum compensation in this Contract shall not include increases made specifically as compensation for additional Work added to the Contract.
- 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.
 - 1.15.2.1. For each incident of identified or suspected Provider Fraud, Contractor shall provide all of the following, at a minimum:
 - 1.15.2.1.1. Written documentation of the findings.
 - 1.15.2.1.2. Information on any verbal or written reports.
 - 1.15.2.1.3. 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.
 - 1.15.2.1.4. Information on the identification of any affected claims that have been discovered.
 - 1.15.2.1.5. Any claims data associated with its report (in a mutually agreed upon format, if possible).
 - 1.15.2.1.6. Any additional information as required by the Department.
- 1.15.3. 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.
 - 1.15.3.1. DELIVERABLE: Completed Contractor Suspected Fraud Written Notice Form
 - 1.15.3.2. DUE: Within three Business Days following the initial discovery of the Fraud or suspected Fraud
- 1.15.4. Contractor shall revise or provide additional information related to Contractor Suspected Fraud Written Notice Form as requested by the Department or the MFCU.

- 1.15.4.1. DELIVERABLE: Contractor Suspected Fraud Written Notice Revisions and Additional Information
- 1.15.4.2. 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.
 - 1.16.2.1. For each incident of identified or suspected Member Fraud, Contractor shall provide all of the following, at a minimum:
 - 1.16.2.1.1. All verbal and written reports related to the suspected fraud.
 - 1.16.2.1.2. 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.
 - 1.16.2.1.3. Information on the identification of any affected claims that have been discovered.
 - 1.16.2.1.4. Any claims data associated with its report in a format agreed to by the Department.
 - 1.16.2.1.5. Any additional information as required by the Department.
 - 1.16.3. 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, or at such other email address as provided by the Department from time to time.
 - 1.16.3.1. DELIVERABLE: Completed Contractor Suspected Fraud Written Notice Form

- 1.16.3.2. DUE: Within three Business Days following the initial discovery of the Fraud or suspected Fraud
- 1.16.4. Contractor shall revise or provide additional information related to Contractor Suspected Fraud Written Notice Form as requested by the Department.
- 1.16.4.1. DELIVERABLE: Contractor Suspected Fraud Written Notice Revisions and Additional Information
- 1.16.4.2. 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.
 - 2.1.1.1. Contractor shall provide the Department with a final list of individuals assigned to the Contract and appropriate contact information for those individuals.
 - 2.1.1.1.1. DELIVERABLE: Final list of individuals assigned to the Contract
 - 2.1.1.1.2. DUE: Within five Business Days after the Effective Date
 - 2.1.1.2. Contractor shall update this list upon the Department's request to account for changes in the individuals assigned to the Contract.
 - 2.1.1.2.1. DELIVERABLE: Updated list of individuals assigned to the Contract
 - 2.1.1.2.2. DUE: Within five Business Days after the Department's request for an update
- 2.1.2. 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.
- 2.1.3. Contractor shall not voluntarily change individuals in Key Personnel positions without the prior written approval of the Department. Contractor shall supply the Department with the name, resume and references for any proposed replacement whenever there is a change to Key Personnel. Any individual replacing Key Personnel shall have qualifications that are equivalent to or exceed the

qualifications of the individual that previously held the position, unless otherwise approved in writing by the Department.

- 2.1.3.1. DELIVERABLE: Name(s), resume(s) and references for the person(s) replacing anyone in a Key Personnel position during a voluntary change
- 2.1.3.2. DUE: At least five Business Days prior to the change in Key Personnel
- 2.1.4. If any individual filling a Key Personnel position leaves employment with Contractor, Contractor shall propose a replacement person to the Department. The replacement person shall have qualifications that are equivalent to or exceed the qualifications of the individual that previously held the position, unless otherwise approved, in writing, by the Department.
 - 2.1.4.1. DELIVERABLE: Name(s), resume(s) and references for the person(s) replacing anyone in a Key Personnel position who leaves employment with Contractor
 - 2.1.4.2. DUE: Within 10 Business Days after Contractor's receipt of notice that the person is leaving employment, unless the Department allows for a longer time in writing for Contractor to recruit a replacement.
- 2.1.5. Contractor's Key Personnel shall perform the majority of their work and responsibilities on this project in the Denver metropolitan area, unless the Department grants permission otherwise in writing.
- 2.1.6. 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.
 - 2.1.6.1. DELIVERABLE: All current professional licensure and certification documentation as specified for Key Personnel or Other Personnel
 - 2.1.6.2. DUE: Within five Business Days of receipt of updated licensure or upon request by the Department

2.2. Personnel Availability

- 2.2.1. 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.

- 2.2.2. 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.
- 2.2.3. 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.
- 2.2.4. 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.
- 2.2.5. All of Contractor's Key Personnel and Other Personnel that attend any meeting with the Department or other Department stakeholders that is scheduled to be in person shall be physically present at the location of the meeting, unless the Department gives prior, written permission to attend by telephone or video conference. 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.
- 2.2.6. Contractor shall respond to all telephone calls, voicemails, and emails from the Department within two Business Days of receipt by Contractor.

2.3. Key Personnel

- 2.3.1. Contractor shall designate people to hold the following Key Personnel positions:

- 2.3.1.1. Project Lead

- 2.3.1.1.1. The Project Lead shall have the following qualifications:

- 2.3.1.1.1.1. The Program/Project Manager shall assist with implementation of the Overflow Processing Center.

- 2.3.1.1.2. The Project Lead shall be responsible for all of the following:

- 2.3.1.1.2.1. Serving as Contractor's primary point of contact for the Department.
- 2.3.1.1.2.2. 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.
- 2.3.1.1.2.3. Overseeing all other Key Personnel and Other Personnel and ensuring proper staffing levels throughout the term of the Contract.
- 2.3.2. Contractor shall not allow for any individual to fill more than one of the roles defined as Key Personnel.
- 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 State-provided training specifically described in this Contract.
 - 2.4.3. 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:
 - 2.4.3.1. Contractor shall not subcontract more than 40% of the Work.
 - 2.4.3.2. Contractor shall provide the organizational name of each Subcontractor and all items to be worked on by each Subcontractor to the Department.
 - 2.4.3.2.1. DELIVERABLE: Name of each Subcontractor and items on which each Subcontractor will work
 - 2.4.3.2.2. DUE: The later of 30 days prior to the Subcontractor beginning work or the

Effective Date

- 2.4.3.3. Contractor shall obtain prior consent and written approval for any use of Subcontractor(s).

3. Administrative Reporting Requirements

- 3.1. Contractor shall provide all reports listed in this section in the format directed by the Department and containing the information requested by the Department.

3.2. Administrative Reporting

- 3.2.1. Contractor shall provide an Administrative Report to the Department, upon the Department's request, covering the period directed by the Department.

- 3.2.1.1. The Administrative Report shall contain all information regarding Contractor's staffing, expenses and revenues relating to the Work, as directed by the Department for the period that the report covers. This information may include, but is not limited to, all of the following:

- 3.2.1.1.1. Number of Full Time Equivalent per position category, as determined by the Department, and total salary expenditure for that position category.

- 3.2.1.1.2. Operating expenses broken out by category, as determined by the Department.

- 3.2.1.1.3. Number of staff that were newly hired and separated and number of vacant positions, broken out by position category, as determined by the Department.

- 3.2.1.1.4. Administrative revenues, such as payments by debt and interest revenues, broken out by source as directed by the Department.

- 3.2.1.1.5. Administrative expenditures, such as payments to Subcontractors and Providers, broken out by source as directed by the Department.

- 3.2.1.1.6. Remaining cash-on-hand at the end of the period.

- 3.2.1.2. Contractor shall deliver the Administrative Report to the Department within 10 Business Days following the request by the Department for that report. The Department may create a fixed schedule for Contractor's submission of the

Administrative Report by delivering the schedule to Contractor in writing. The Department may change or terminate any fixed schedule it creates by notifying Contractor in writing of the change or termination.

3.2.1.2.1. DELIVERABLE: Administrative Report

3.2.1.2.2. DUE: Within 10 Business Days after the Department's request. If the Department has delivered a fixed schedule to Contractor, then Contractor shall deliver the report as described in the most recent version of that schedule.

4. Information technology Related Requirements

4.1. Protection of System Data

4.1.1. In addition to the requirements of the main body of this Contract, if Contractor or any Subcontractor is given access to State Records by the State or its agents in connection with Contractor's performance under the Contract, Contractor shall protect all State Records in accordance with this Exhibit. All provisions of this Exhibit that refer to Contractor shall apply equally to any Subcontractor performing work in connection with the Contract.

4.1.2. For the avoidance of doubt, the terms of this Exhibit shall apply to the extent that any of the following statements is true in regard to Contractor access, use, or disclosure of State Records:

4.1.2.1. Contractor provides physical or logical storage of State Records.

4.1.2.2. Contractor creates, uses, processes, discloses, transmits, or disposes of State Records.

4.1.2.3. Contractor is otherwise given physical or logical access to State Records in order to perform Contractor's obligations under this Contract.

4.1.3. Contractor shall, and shall cause its Subcontractors, to do all of the following:

4.1.3.1. Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Contract.

- 4.1.3.2. Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards.
- 4.1.3.3. Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing.
- 4.1.3.4. Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments.
- 4.1.3.5. Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to the State.
- 4.1.4. Colorado Information Security Policy (CISP) Compliance
 - 4.1.4.1. Contractor shall assess its compliance with the CISPs, in effect at the time of the assessment, issued by the Governor's Office of Information Technology ("OIT") posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies> under Information Security.
 - 4.1.4.2. For the purposes of reviewing and assessing compliance with the CISPs, Contractor shall consider itself to be both the Information Technology Service Provider (ITSP) and Business Owner.
 - 4.1.4.3. Contractor shall deliver to the State the signed CISP Attestation, on a form provided by or approved by the Department, indicating that Contractor has assessed its compliance with the CISPs and has developed a plan to correct, in a timely manner, any security vulnerabilities identified during the assessment.
 - 4.1.4.3.1. DELIVERABLE: CISP Attestation
 - 4.1.4.3.2. DUE: Within 30 Business Days after the Effective Date
 - 4.1.4.4. Contractor shall assess its compliance with the CISPs on an annual basis and deliver to the State the signed CISP Attestation, on a form provided by or approved by the Department.
 - 4.1.4.4.1. DELIVERABLE: Annual CISP Attestation

- 4.1.4.4.2. DUE: Annually, by June 30th of each year
- 4.1.4.5. Contractor shall cause its Subcontractors to comply with the CISPs and to assess their compliance on at least an annual basis. If any Subcontractor's assessment determines that the Subcontractor is not in compliance, then Contractor shall ensure that Subcontractor corrects, in a timely manner, any security vulnerabilities identified during the assessment.
- 4.1.5. Health and Human Services HIPAA Security Rule Risk Assessments
 - 4.1.5.1. Contractor shall deliver to the State a signed Initial HHS Attestation, on a form provided by or approved by the Department, indicating that Contractor has conducted a risk assessment of its operations related to the services provided under this Contract that satisfies the requirement of 45 CFR. §164.308(a)(1)(ii)(A) (the "HIPAA Security Rule"), and that Contractor has developed a plan to correct, in a timely manner, any vulnerabilities in administrative, technical, or physical safeguards identified during the assessment.
 - 4.1.5.1.1. DELIVERABLE: Initial HHS Attestation
 - 4.1.5.1.2. DUE: Within 30 Business Days after the Effective Date
 - 4.1.5.2. Contractor shall conduct an annual risk assessment of its operations related to the services provided under this Contract that satisfies the requirement of the HIPAA Security Rule and deliver to the State the signed Annual HHS Attestation, on a form provided by or approved by the Department.
 - 4.1.5.2.1. DELIVERABLE: Annual HHS Attestation
 - 4.1.5.2.2. DUE DATE: Annually, by June 30th of each year
 - 4.1.5.3. Contractor shall cause its Subcontractors to comply with the HIPAA Security Rule and assess their compliance on at least an annual basis. If any Subcontractor's assessment determines that the Subcontractor is not in compliance, then Contractor shall ensure that Subcontractor corrects, in a timely manner, any vulnerabilities in administrative, technical, or physical safeguards identified during the assessment.

- 4.1.6. Subject to Contractor's reasonable access security requirements and upon reasonable prior notice, Contractor shall provide the State with scheduled access for the purpose of inspecting and monitoring access and use of State Records, maintaining State systems, and evaluating physical and logical security control effectiveness.
- 4.1.7. Contractor shall perform background checks on all of its respective employees and agents performing services or having access to State Records provided under this Contract. A background check performed during the hiring process shall meet this requirement. Contractor shall perform a background check on any employee if Contractor becomes aware of any reason to question the employability of an existing employee. Contractor shall require all Subcontractors to meet the standards of this requirement.
 - 4.1.7.1. Contractor shall deliver to the State the signed Background Check Attestation, on a form provided by or approved by the Department, indicating that background checks have been completed on employees participating in operations related to this Contract.
 - 4.1.7.1.1. DELIVERABLE: Background Check Attestation
 - 4.1.7.1.2. DUE: Within 30 Business Days of the Effective Date
 - 4.1.7.2. If Contractor will have access to Federal Tax Information under the Contract, Contractor shall agree to the State's requirements regarding Safeguarding Requirements for Federal Tax Information and shall comply with the background check requirements defined in IRS Publication 1075 and §24-50-1002, C.R.S.
- 4.2. Data Handling
 - 4.2.1. The State, in its sole discretion, may securely deliver State Records directly to Contractor. Contractor shall maintain these State Records only within facilities or locations that Contractor has attested are secure, including for the authorized and approved purposes of backup and disaster recovery purposes. Contractor may not maintain State Records in any data center or other storage location outside the

United States for any purpose without the prior express written consent of the State.

- 4.2.2. Contractor shall not allow remote access to State Records from outside the United States, including access by Contractor's employees or agents, without the prior express written consent of OIS. Contractor shall communicate any request regarding non-U.S. access to State Records to the Security and Compliance Representative for the State. The State shall have sole discretion to grant or deny any such request.
- 4.2.3. Upon request by the State made any time prior to 60 days following the termination of this Contract for any reason, whether or not the Contract is expiring or terminating, Contractor shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days of the State's request, and shall contain, without limitation, all State Records, Work Product, and system schema and transformation definitions, or delimited text files with documents, detailed schema definitions along with attachments in its native format. Upon the termination of Contractor's provision of data processing services, Contractor shall, as directed by the State, return all State Records provided by the State to Contractor, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legislation imposed upon Contractor prevents it from returning or destroying all or part of the State Records provided by the State to Contractor, Contractor shall guarantee the confidentiality of all State Records provided by the State to Contractor and will not actively process such data anymore.
- 4.2.4. The State retains the right to use the established operational services to access and retrieve State Records stored on Contractor's infrastructure at its sole discretion and at any time. Upon request of the State or of the supervisory authority, Contractor shall submit its data processing facilities for an audit of the measures referred to in this Exhibit in accordance with the terms of this Contract.

4.3. Artificial Intelligence (AI) Usage Requirements

- 4.3.1. Contractor shall not use AI to make any final determination concerning a Member, Provider, or any other individual without Contractor providing prior human review of the determination to ensure that the determination is correct.
- 4.3.2. Contractor shall not use AI that impacts Members or Providers without obtaining prior written approval from the Department, which the Department may provide or withhold in its sole discretion.
- 4.3.3. Contractor shall not use AI in any activities involving the Department, including but not limited to AI note-taking tools during meetings, without the Department's prior written approval, which the Department may provide or withhold in its sole discretion.
- 4.3.4. If Contractor uses AI to develop any deliverable or assist in the performance of the Work, Contractor shall remain fully responsible for the accuracy, quality, and compliance of all outputs the AI produces. Contractor shall also ensure that all AI outputs included in any deliverable or posted publicly related to the Work do not infringe on any intellectual property of any other party.

Exhibit H, PII Certification

State of Colorado

Third Party Entity/Organization Certification for Access TO PII through a Database or Automated Network

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: _____

Printed Name: _____

Title: _____

Date: _____



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 4/28/26

Submitter: Jana Coen, Clerk & Recorder

Submitted to the County Administration Office on: 4-22-2026

Return Originals to: Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Intergovernmental Grant Award and Agreement with Electronic Recording Technology Board in the amount of \$60,729.00 for annual software and support of the Prowers County Clerk's Recording System, from July 1, 2026 ending year June 30, 2028 and authorizing BOCC Chairman Roger Stagner to execute the IGA electronically.

Justification or Background:

Grant funds cover annual software and support fees for the Clerk's Office's Recording System from July 1, 2026 - June 30, 2028.

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

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Admin Office Internal Use

County Approvals (as needed):

Attorney _____
Finance _____
Clerk _____
HR _____



ELECTRONIC RECORDING TECHNOLOGY BOARD

April 21, 2026

Jana Coen

Prowers County Clerk and Recorder

301 S. Main Street, Ste. 210

Lamar, CO 81052

Dear Clerk Coen,

On behalf of the Electronic Recording Technology Board, we are pleased to inform you that your county has been awarded a grant in the amount of \$60,729.00 from the Electronic Recording Technology Fund.

Attached to this letter are the terms and conditions of your Grant. Please review these terms and conditions as they are requirements of this Grant to which the County agrees by accepting the Grant Funds.

Once you have reviewed the Grant Award Letter, please email Executive Director Michelle Batey at ertbexecutivedirector@gmail.com with the name, title, and email address of the County Commissioner who will sign the grant agreement. He or she will then be routed a grant agreement to sign through DocuSign. There will be no need to mail any hard copies of the grant agreement.

Additionally, please email an invoice to ertbexecutivedirector@gmail.com.

If you have questions regarding this Grant, please contact: Executive Director Michelle Batey at 303-356-2174 or by email ertbexecutivedirector@gmail.com.

Sincerely,

Elliot Reaven, Treasurer

Electronic Recording Technology Board

State of Colorado

Intergovernmental Grant Award Letter and Agreement

State Agency

Electronic Recording Technology Board
(ERTB), Colorado Department of State (CDOS)

Grantee

Board of County Commissioners of Prowers
County

Grant Amount

State Fiscal Year 2025-2026 \$60,729.00

Grant Issuance Date

The later of the April 21, 2026 or the date the
State Controller or an authorized delegate
signs this Grant Letter

Grant Expiration Date

June 30, 2029

Fund Expenditure End Date

June 30, 2029

Total for all State Fiscal Years \$60,729.00

Agreement Authority -

§ 24-21-401 et seq, C.R.S., particularly § 24-
21-404, C.R.S.

Grant Purpose

By statute, the ERTB has the authority to award grants to counties in the State of Colorado to:

- Establish, maintain, improve, or replace their electronic filing systems; and
- Improve the security of a county's general information technology systems, if the improvement is necessary to improve the security of the county's electronic filing system.

The purpose of this grant is described more fully in the County's grant application (Exhibit A, Statement of Work).

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work.

In the event of a conflict of inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Colorado Special Provisions in §17 of the main body of this Agreement.
2. The provisions of the other sections of the main body of this Agreement.
3. Exhibit A, Statement of Work.

Principal Representatives

For the State:

Elliot Reaven

Colorado Department of State

1700 Broadway

Ste 550

Denver, CO, 80290

For Grantee:

Jana Coen

Prowers County Clerk and Recorder

301 S. Main Street, Ste. 210

Lamar, CO 81052

Signature Page

The Signatories Listed Below Authorize this Grant

STATE OF COLORADO

Jared S. Polis, Governor

Colorado Department of State

Jena Griswold, Secretary of State

Electronic Recording Technology Board

PROWERS COUNTY

Board of County Commissioners of Prowers

County

[Insert Name & Title of Head/CEO]

By: Elliot Reaven, Treasurer, ERTB

Date: _____

By: [Name & Title of Person Signing for County

Date: _____

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

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: _____

Date: _____

1. Grant

As of the Grant Issuance Date, the State Agency shown on the first page of the Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the first page of the Grant Award Letter (the “Grantee”) an award of Grant Funds in the amounts shown on the first page of the Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Agreement.

2. Term

A. Initial Grant Term and Extension

The Parties’ respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Agreement. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

3. Definitions

The following terms shall be construed and interpreted as follows:

- A. **“Agreement”** means this agreement, including the Grant Award Letter and all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **“Breach of Agreement”** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- C. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.
- D. **“Grant Award Letter”** means this letter which offers Grant Funds to Grantee, including the Agreement, all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- E. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- F. **“Grant Expiration Date”** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- G. **“Grant Issuance Date”** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- H. **“Exhibits”** means exhibits and attachments included with this Agreement as shown on the first page of the Grant Award Letter.
- I. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter.
- J. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

- K. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- L. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- M. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- N. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.
- O. **“Services”** means the services performed or to be performed by Grantee or its Subcontractors as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- P. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- Q. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

- R. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- S. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- T. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- U. **“Work”** means the past or future delivery of the Goods and performance of the Services described in this Grant Award Letter.
- V. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

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

4. Statement of Work

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

5. Payments to Grantee

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed

and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice.

6. Reporting - Notification

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.B**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. Grantee Records

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Final Audit Report

C. Final Audit Report

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

8. Confidential Information-State Records

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall

immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

9. Conflict of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

10. Insurance

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. Breach of Agreement

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

12. Remedies

A. State's Remedies

In addition to any remedies available under any exhibit to this Grant Agreement, if Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

I. Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Grantee fails to comply with any terms of the federal award, then the State may, in its discretion or at the direction of a federal awarding agency, terminate this entire Agreement or any part of this agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

The State may also terminate this Agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

a. Obligation and Rights

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

completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

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

c. Damages and Withholding

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

II. Remedies Not Involving Termination

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

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

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

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or subcontractors from the work whom the state deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the state's best interest.

e. Intellectual Property

If any work infringes, or if the State in its sole discretion determines that any work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, grantee shall, as approved by the state (i) secure that right to use such work for the State and Grantee; (ii) replace the work with non-infringing work or modify the work so that it becomes non-infringing; or, (iii) remove any infringing work and refund the amount paid for such work to the State.

f. Collection of Unallowable Costs (2 CFR 200.410)

Payments made for costs determined to be unallowable by either the awarding Federal agency, cognizant agency for indirect costs, or pass-through entity must be refunded with interest to the Federal Government. Unless directed by Federal statute or regulation, repayments must be made in accordance with the instructions provided by the Federal agency or pass-through entity that made the allowability determination. See §§ 200.300 through 200.309, and § 200.346.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. Dispute Resolution

Except as herein specifically provided otherwise or as, disputes concerning the performance of this Agreement that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

14. Notices and Representatives

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

15. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

16. General Provisions

A. Assignment

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

B. Captions and References

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

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

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

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

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

G. Severability

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

H. Survival of Certain Grant Award Letter Terms

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

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

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

K. Accessibility

- i. If the Work is not yet completed, then Grantee shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, 8 CCR 1501-11, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and

the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

17. Colorado Special Provisions (Colorado Fiscal Rule 3-3)

A. Statutory Approval. §24-30-202(1) C.R.S.

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

B. Fund Availability. §24-30-202(5.5) C.R.S.

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

C. Governmental Immunity.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor.

Grantee shall perform its duties hereunder as an independent Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in

the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. Compliance with Law.

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

F. Choice of Law, Jurisdiction, and Venue.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms.

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

H. Software Piracy Prohibition.

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

I. Employee financial Interest/Conflict of Interest. §§24-18-201 and 24-50-507 C.R.S.

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

**Exhibit A, Statement of Work
(GRANT APPLICATION)**