

**CONTRACT BY AND BETWEEN THE
DENVER REGIONAL COUNCIL OF GOVERNMENTS**

1290 Broadway, Suite 700
Denver, Colorado 80203-5606
("DRCOG")

and

ADAMS COUNTY
4430 South Adams County Parkway
Brighton, Colorado 80601
("CONTRACTOR")

for

A-LIFT Community Transit
("Contract")

Project Number 624016

Contract Number EX15017

RECITALS:

- A. DRCOG is the recipient of grant funds under Title III of the Older Americans Act and the State of Colorado (State) Funding for Senior Services (SFSS).
- B. DRCOG desires Contractor to render certain services hereinafter described in connection with an undertaking which is expected to be financed under the Older Americans Act, as amended, and/or the SFSS.
- C. The Contractor agrees to comply with all relevant provisions of the Contract between DRCOG and the State for SFSS, incorporated herein by reference and made a part of this Contract, as if fully set forth, in the monitoring and administration of this Contract.

NOW THEREFORE, the parties hereto mutually agree as follows:

1.0 SELECTION OF CONTRACTOR

DRCOG hereby selects the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth in connection with the project of DRCOG under the Older Americans Act and/or the SFSS.

2.0 SCOPE OF SERVICES

The Contractor shall do, perform, and carry out, in a satisfactory manner, as determined by DRCOG, all work elements described in the Contractor's Proposal submitted for funding (as approved and as may be amended, from time to time, by DRCOG) which is herein incorporated by reference and made a part of this Contract and which is summarized in Exhibit A, Scope of Services, of this Contract. The Contractor will administer services funded under this Contract in accordance with the Older Americans Act; all applicable provisions of the Colorado Revised Statutes; 12 CCR 2510-1, Older Americans Act (OAA) Programs (Rule Manual Volume 10); Code of Federal Regulation (CFR) Title 48 Section 3.908 Whistleblower Protection; Colorado

Department of Human Services, Division of Aging and Adult Services, State Unit on Aging (SUA) Policy and Procedures Manual; and the DRCOG Contract Management Manual, as from time to time may be amended.

3.0 ADMINISTRATIVE REQUIREMENTS

In performance of its obligations under this Contract, Contractor shall comply with all applicable provisions of 45 CFR, Part 74 and 45 CFR, Part 92 regarding uniform requirements for the administration of Department of Health and Human Services (HHS) grants and principles for determining costs applicable to activities assisted by HHS grants.

4.0 TIME OF PERFORMANCE

This Contract is intended to be a two-year contract, with the first fiscal year beginning on July 1, 2015 and ending June 30, 2016 and, upon execution by DRCOG of an Option Letter as set forth below, the second fiscal year beginning on July 1, 2016 and ending June 30, 2017. However, funding levels shall be awarded annually and funding of this Contract is conditioned upon funds being made available to DRCOG for such purposes. During the first fiscal year, the services of the Contractor shall commence upon Contract execution or July 1, 2015 whichever comes later. Services shall be undertaken in such sequence as to assure completion of all services required hereunder by June 30, 2016. **Services cannot commence prior to an executed contract.**

By no later than 5:00 P.M. on March 1, 2016, Contractor shall submit to DRCOG a proposal for services to be provided during the second fiscal year commencing July 1, 2016 and ending June 30, 2017. The proposal shall include such information as DRCOG may require, including but not limited to, a detailed budget (outlining administrative, travel, equipment, contractual services, staff training/education and indirect costs), the number of units of services proposed to be provided (both compensated and non-compensated), the proposed unduplicated clients to be served, proposed matching funds (cash and in-kind), and anticipated program income. The compensated services proposed within the second fiscal year shall not change without DRCOG's written permission. No contract term shall be extended to or made effective for the 2016-2017 fiscal years until DRCOG, in its sole discretion, executes an Option Letter, a sample of which is attached hereto as Exhibit G.

5.0 AMOUNT OF CONTRACT

5.1 DRCOG agrees to reimburse the Contractor for allowable project expenses up to but not exceeding the sum of **\$439,802.00 in State Funding for Senior Services** funds. DRCOG agrees to reimburse the Contractor for allowable expenses provided the total **State Funding for Senior Services** dollars divided by the total units of service delivered do not exceed an average of **\$18.90** per unit.

5.2 There will be a Contractor cash match in the amount of **\$70,900.00**. There will be a Contractor contribution of in-kind services in the amount of **\$0.00**. Additionally, the State will contribute a Cash Match of **\$0.00** to meet the match requirement for this contract.

5.3 The Contractor stipulates that the specified cash or in-kind contributions have not been nor will they be used to satisfy or match any other Federal or State grant or funds.

5.4 The Contractor estimates that there will be **\$8,837.00** in program income/client contributions.

5.5 Valuation of in-kind contributions shall show how the contribution was computed and must be incorporated into the Contractor's accounting records. Supplies, volunteer services and other contributions shall be valued as described under 45 CFR, Part 74, Subpart C.

5.6 It is expressly understood and agreed that in no event will the total payment hereunder exceed the maximum amount of **\$439,802.00** in **State Funding for Senior Services** funds for all services required.

6.0 HHS GRANT

It is agreed by the above parties that should the HHS or the State disapprove this Contract or refuse or fail to make the grant to DRCOG as contemplated by this Contract, then this Contract shall be void and shall not be binding on any parties hereto. Unearned payments under this Contract may be suspended or terminated in the event that the Contractor refuses to accept additional terms or conditions to this Contract that may be imposed by HHS, the State or DRCOG after the effective date of this Contract. Contractor expressly acknowledges that Contractor will be paid or otherwise compensated with funds provided to DRCOG by federal agencies that are subject to sequestration pursuant to the Budget Control Act of 2011 and other applicable federal laws. In the event that funds for this Contract are not advanced, diminished, or required to be returned to the federal government due to sequestration, DRCOG may immediately terminate this Contract in whole or part without liability, including costs and liability for termination. Contractor expressly acknowledges and agrees that DRCOG has the right to require that funds previously paid to Contractor for services performed hereunder be returned to DRCOG in the event the federal government requires that funds be returned because of sequestration.

7.0 CHANGES

Except as may be expressly provided in this Contract, including its Exhibits, any changes, including, without limitation, any increase in the amount of this Contract or changes in the scope of services, which are mutually agreed upon by and between DRCOG and the Contractor, shall be incorporated in a written Option Letter or a written amendment to this Contract.

8.0 TERMS AND CONDITIONS

The parties agree that this Contract is also subject to the provisions set forth in Exhibits A, B, C, D, E, F (if E and F are applicable), G, H, I, J, Attachment B and Attachment C and the executed Contract by and between the State and DRCOG.

By signing this Contract, the Contractor certifies to the best of its knowledge and belief that the Contractor, its principals and authorized subcontractors are not presently suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal department or agency.

9.0 AUTHORITY

The undersigned signatories of Contractor represent that they have been duly authorized to execute this Agreement and have full power and authority to bind Contractor to the terms and conditions hereof, and certify that their signatures below, whether handwritten, electronic, or digital or submitted by facsimile or electronic mail are their own. Contractor further understands and agrees that no further certification authority or third party verification is necessary to validate any signature hereto and that the lack of such certification or verification will not in any way affect the enforceability of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the 13th day of July, 2015 and acknowledge that the signatures hereon, electronic or digital are sufficient and legally binding equivalent to handwritten signatures.

**DENVER REGIONAL COUNCIL
OF GOVERNMENTS**

By: 
Jennifer Schaufele
Executive Director

ATTEST:

By: _____
Roxie Ronsen
Administrative Officer

ADAMS COUNTY

By: 

ATTEST:

By: 

APPROVED AS TO FORM
COUNTY ATTORNEY

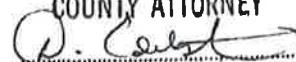


EXHIBIT A
SCOPE OF SERVICES
Contract Number EX15017

The Contractor shall do, perform, and carry out, in a satisfactory and proper manner, as determined by DRCOG, the services described below. The following is a summary of the reimbursable services to be provided by the Contractor.

A.1 Service Provision

Compensated Services:

Transportation (1 One Way Trip) -- Transportation is travel to or from one location to another in a vehicle. It does not include any other activity.

Non-Compensated Services:

Outreach (1 Contact) -- Intervention with individuals initiated by an agency or organization for the purpose of identifying potential clients (or their care givers) and encouraging their use of existing services and benefits.

Information and Assistance (1 Contact) -- A service that: (A) provides individuals with information on services available within the communities; (B) links individuals to the services and opportunities that are available within the communities; (C) to the maximum extent practicable, establishes adequate follow-up procedures. Internet web site "hits" are to be counted only if information is requested and supplied.

Service(s) indicated above will be reimbursed at a rate not to exceed \$18.90/unit.

A.2 Geographic Area

The Contractor shall perform all the necessary services provided under this Contract for eligible residents of the jurisdiction(s) listed in A.3 Services.

A.3 Services

The Contractor shall provide the services described herein at the rate(s) specified in Section 5.1. Prior written approval from DRCOG is required if the number of units of service in any service category listed in this section is more than ten percent (10%) lower than listed. This provision shall not alter the maximum funding set forth in Section 5.1. Service Definitions are set forth in Attachment B.

Summary of Units Provided

Unit per county requirements will be incorporated into this contract by completion of the AAA Supplemental Contract Information form herein provided as Attachment C. Upon Contractor submittal and contract execution by both parties, the AAA Supplemental Contract Information form shall be made part of this Contract and legally binding.

EXHIBIT B
TERMS AND CONDITIONS

The following supplemental terms and conditions apply to the Contract herein and take precedence over any conflicting language within the Contract.

1.1.1 Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with DRCOG.

1.1.1.1 Prohibition Against Employing Illegal Aliens (Colorado requirement). Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Exhibit J, the "Pre-Contract Certification in Compliance with C.R.S. § 8-17.5-102(1)", must be signed and returned with this Contract, which is attached hereto and incorporated herein by reference.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § 8-17.5-101 (3.3) and 8-17.5-101 (3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services, as defined by C.R.S. § 8-17.5-101(6), as amended and in effect from time to time. If Contractor participates in the Department program, Contractor shall deliver to DRCOG a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employees, and shall comply with all other requirements of the Department program. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed. If Contractor will be participating in the Department program, Contractor will provide to DRCOG a copy of Contractor's executed Notice of Participation in the Department Program form.

If Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Contractor shall:

- a. Notify the subcontractor and DRCOG within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

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

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, DRCOG may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to DRCOG.

This Section 1.1.1.1 shall not apply to the following types of contracts: (1) intergovernmental agreements; (2) agreements for information technology services or products and services; (3) agreements relating to the offer, issuance, or sale of securities; (4) agreements for investment advisory services or fund management services; (5) any grant, award, or contract funded by any federal or private entity for any research or sponsored project activity of an institution of higher education or an affiliate of an institution of higher education that is funded from moneys that are restricted by the entity under the grant, award, or contract, pursuant to C.R.S. § 8-17.5-101(6)(b).

1.1.1.2 Prohibition Against Employing Illegal Aliens (Federal requirement). If this Contract includes an award of Federal funds of more than \$3,000, Contractor must also comply with the E-Verify Federal Contractor Rule set forth in Exhibit I, attached hereto and incorporated herein by reference, which requires the Contractor to use the E-Verify program to verify the employment eligibility of all employees assigned to the Contract and all new hires. If Contractor uses one or more subcontractors to provide services under the Contract, Contractor shall include the language set forth in Exhibit I in any subcontract that is: (1) for commercial or noncommercial services or construction; (2) has a value of more than \$3,000; and (3) includes work performed in the United States. Contractors who are State or local governments, institutions of higher education, or governments of a Federally recognized Indian tribe are not exempt from the requirements of this Section 1.1.1.2; however, such entities may choose to verify only those employees who are assigned to the Contract, whether existing employees or new hires, as further detailed in Exhibit I.

1.1.2 Qualifications. All of the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

1.1.3 Background Check; Driver's License. Contractor shall ensure that prior to delivery of services, a records check through the Colorado Bureau of Investigations (CBI) or another background check system that provides information at the same level of detail or higher than the CBI records check, shall be conducted for all employees, volunteers, and contractors of Contractor directly providing one or more of the following services: personal care, homemaker, adult day, transportation, case management, chore or home modifications that are provided through a contracted agency, home delivered meals, material aid services (provided within a consumer's home), one-to-one legal, one-to-one counseling, or respite care. Contractor shall ensure that appropriate follow-up of the background check is completed according to the SUA Policy and Procedure Manual, Subsection 401.15, and shall ensure that its employees, volunteers, and contractors are in compliance with the restrictions of said Subsection. Employees, volunteers or contractors responsible for transporting consumers shall have a valid Colorado driver's license, and shall not have any alcohol related offenses in the past three years, or two or more convictions or chargeable accidents within the past two years.

1.1.4 Sub-grant or Subcontract. None of the work or services covered by this Contract shall be sub-granted or subcontracted to any other party except for those listed on Exhibit E (if Exhibit E is not attached, then no subcontractors have been pre-approved) without the prior written approval of DRCOG through the State Unit on Aging. Failure to obtain DRCOG's prior approval of any additional sub-grantors or subcontractors shall result in the disallowance of

reimbursements for any services provided by sub-grantor or subcontractors not previously approved. Contractor shall verify that all sub-grantees and subcontractors have not been excluded or disqualified pursuant to 2 CFR Part 376 prior to submitting such sub-grantees or subcontractors to DRCOG for approval, and shall certify that the proposed sub-grantees and subcontractors are neither excluded nor disqualified by a Federal agency. Any approval by DRCOG of a sub-grantee or subcontractor shall be effective only through the current contract fiscal year and subject to the continuing requirement of non-exclusion or non-disqualification pursuant to 2 CFR Part 376. It shall be Contractor's responsibility to submit verification of such non-exclusion or non-disqualification upon request. See also section 1.10 herein.

1.1.5 Licensure. Where the State or local public jurisdictions require licensure for the provision of social services provided hereunder, the Contractor shall be licensed and shall meet all requirements of licensure. Contractor shall provide DRCOG notice of any action to revoke or suspend any such licenses as well as any actual suspension or revocation of any licenses within 48 hours of Contractor receiving notice.

1.1.6 Contractor Training. Contractor shall complete mandatory training through DRCOG at least biannually (or more often if deemed appropriate by DRCOG) regarding contract management of this Contract.

1.2.1 Monitoring and Reporting Program Performance. The activities of Contractor in providing the services set forth under this Contract shall be monitored by DRCOG in accordance with the applicable provisions of 45 CFR Part 74 and 45 CFR Part 92, other applicable Federal regulations, and this Contract. DRCOG will monitor all activities of Contractor supported by this Contract to assure that the services being performed are consistent with the Contract and applicable Federal regulations. Contractor acknowledges that disclosure of protected health information to DRCOG is permitted pursuant to Federal law.

1.2.2 Performance Management. Contractor shall meet or exceed applicable Performance Measures and Contract Performance Measures as outlined in the State Contract with DRCOG. Contractor acknowledges that such performance measures shall evolve to meet the objective of measuring key performance outcome indicators for the work of the Contractor.

1.2.3 Monthly Data Entry. The Federal Administration on Community Living requires certain Older Americans Act data to be reported in the National Aging Program Information System (NAPIS). To assist in the data collection for NAPIS, the State requires all Contractors to report services provided in a State software system as designated and assigned by the State from time to time. Currently the software utilized is SAMS3. Contractor must complete training on SAMS3 for all employees who will be performing the data entry service. Training is available each year and is mandatory for anyone who has not previously attended or as deemed appropriate by DRCOG. Contractor shall enter the previous month's service data into SAMS3 **no later than the fifteenth of the following month.** If the fifteenth of the month falls on a holiday or weekend, then entering of all data shall be due the business day prior to the fifteenth. Failure to enter SAMS3 data correctly and timely is a violation of this Contract and DRCOG may exercise any remedies available under the Contract or at law, including withholding payments.

1.2.4 Cost Analysis. Contractor shall prepare and submit to DRCOG by no later than May 15th of the then-current calendar year, a cost analysis, in a form approved by DRCOG, comparing actual costs incurred to reimbursements received from DRCOG.

1.3.1 Services Performance Report and Reimbursement Requests. Contractor shall submit a monthly service performance report and reimbursement request in a form prescribed by DRCOG. The monthly service performance report shall include the number of unduplicated consumers served in comparison to the same month in 2014 when applicable. Such report and request shall be filed on or before the fifteenth day of the month following the month in which services are provided, throughout the term of the Contract. If the fifteenth of the month falls on a holiday or weekend, then submissions shall be due the business day prior to the fifteenth. Failure to submit the monthly report and reimbursement request by the fifteenth day of the following month will delay processing of payments until the next calendar month. Further, failure to submit the final month's report and reimbursement request by July 15 of the then-current fiscal year of the contract term, will result in non-payment for services provided, and Contractor specifically agrees that any such late-filed final reimbursement request will not be paid. All payments are subject to verification by DRCOG. Contractor is responsible for the timely filing, completeness and accuracy of all service performance reports and reimbursement requests. All payments are subject to verification by DRCOG.

1.3.2 Waiting Lists. Waiting lists shall be established by the Contractor when services are available but cannot be provided to all eligible consumers. In such circumstances, Contractor shall place eligible consumers on a waiting list. Waiting list procedures must be equitable to all eligible consumers. Contractor shall give priority to consumers targeted by the Older Americans and Older Coloradans Act, with due consideration given to the time kept on a wait list. Persons shall be removed from the waiting list in accordance with SUA Policy and Procedure Manual, Subsection 205c. Contractor will develop a waiting list procedure in compliance with the policies set forth in Subsection 205b., regardless of whether or not there are consumers waiting for service. Furthermore, Contractor shall maintain waiting lists, and shall make the waiting list and the procedures for the waiting list readily available for review by DRCOG and/or the State Unit on Aging. Waiting list documentation may be kept in hard copy or electronically, but must be printable. Contractor shall retain waiting list documentation, and shall not destroy any such records until notified by DRCOG.

1.3.3 Consumer Complaint/Appeal Process. The Contractor shall develop a procedure to assure that applicants to, or clients of, their services are advised in writing of their right to complain about services or the denial of services, to appeal decisions made about the complaint, and that those complaints and appeals, are processed and tracked in compliance with SUA Policy and Procedure Subsection 501 and as directed by DRCOG. Complaint/appeals documentation may be kept in hard copy or electronically, but must be printable. Contractor shall retain complaint/appeal documentation, and shall retain records in accordance with Section 1.4.1 herein.

1.3.4 Evaluation. Contractor shall implement a quality improvement process, which includes, at a minimum, monitoring of service quality and consumer satisfaction. Methods of receiving consumer input on the quality of services shall be established, documented and utilized by the Contractor on a regular basis throughout the term of this Contract. Examples include site councils, projects councils, consumer forums, consumer satisfaction surveys, telephone interviewed, and visits. Contractor shall upon the DRCOG's request provide information regarding Contractor's compliance with the requirements of this Section.

1.3.5 Voluntary Contributions and Non-eligible Recipient Fees. Contractor shall (1) provide each recipient with an opportunity to voluntarily contribute to the cost of the service; (2) clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary; (3) protect the privacy and confidentiality of each recipient with respect to the

recipient's contribution or lack of contribution; (4) establish appropriate accounting procedures to safeguard and account for all contributions; (5) use all collected contributions to expand or enhance the service for which the contributions were given; and (6) identify the income as program income and expend it in accordance with 1.5.1 below. Contractor shall establish minimum standards and procedures for the responsible collection of, handling, and safeguarding of consumer contributions and non-eligible recipient fees in compliance with SUA Policy and Procedure Manual, Subsection 310.

1.3.6 On-Site Assessment. The Contractor acknowledges receipt of the on-site assessment requirements from DRCOG and shall comply with the on-site assessment requirements.

1.3.7 Policy Changes. From time to time during the term of this Contract, DRCOG and/or the State Unit on Aging may adopt policies and procedures that relate to services provided under this Contract. Upon notice of such adopted policies or procedures, Contractor shall incorporate any such policies and procedures into their practices and comply with the provisions thereof.

1.3.8 Eligibility Assessments. The Contractor will conduct an assessment of individual eligibility prior to the delivery of any registered services, as defined in 45 CFR 1321.3, using the standardized assessment form provided by DRCOG, and re-assessments will be conducted every six months thereafter as applicable for any registered service continuing after six months. The Contractor may not alter the standardized assessment form provided by DRCOG; however, the Contractor may attach as separate sheet(s) an addendum to the assessment to meet any additional program/service specific needs. Any addendum must be approved in advance by DRCOG. Eligibility for services provided under this Contract shall be only that the individual receiving service is age 60 or above unless other eligibility requirements exist within Rule Manual Volume 10 or SUA Policy and Procedure for the contracted service.

1.4.1 Records. The Contractor agrees to retain all records pertinent to this Contract for a period of three years after final payment hereunder. In the event that activities or costs are questioned by audit, records shall be retained until all questioned items are resolved. Contractor shall maintain confidentiality of information relating to specific consumers by ensuring that such information is gathered only with the informed consent of the consumer, such information is used only for the purposes gathered, adequate security of records is maintained to prevent unauthorized use, access to consumer records and identifiable information is limited only to program staff, and consumer files are kept under lock and key after use. Contractor shall maintain the confidentiality of protected health information as required by law, including the consumer's individually identifiable health information.

1.4.2 Accounting Records. Records which identify adequately the source and application of funds for Contract activities shall be maintained for the period provided in 1.4.1 above and shall comply with the requirements of the Older Americans Act, Colorado Revised Statutes, Rule Manual Volume 10 and the SUA Policy and Procedure Manual, as from time to time amended.

1.4.3 Contractor Audits. The Contractor shall ensure that an annual independent audit is conducted of the Contractor's financial records in accordance with the requirements of Title II Part 200 of the Code of Federal Regulations, formerly known as Office of Management and Budget (OMB) Circular A-133. The Contractor shall, upon request, make a copy of the audit available for review by DRCOG and/or SUA. All activities and costs charged under this Contract shall be in accordance with the provisions of the Older Americans Act, Colorado Revised Statutes, Rule Manual Volume 10 and the SUA Policy and Procedure Manual, as from time to time amended, including but not limited to compliance with cost principles set forth in:

Title II Part 200 of the Code of Federal Regulations and Government Audit Standards regardless of the amount of Federal funding the Contractor receives. Federal Acquisition Regulations at 48 C.F.R. Part 31.2 shall also apply when applicable. Should an audit or other financial review disallow any reimbursed costs, the disallowed funds shall be returned to DRCOG or, in DRCOG's discretion and to the extent permitted by Federal and State law and regulations, offset against current or future payments to Contractor. Failure to fulfill these audit obligations is a breach of this Contract and will subject Contractor to all remedies available herein and at law, including all funds being due and payable back to DRCOG.

1.4.4 Audits and Inspections. During the Contract period, the retention period and as long thereafter as the records are maintained, at any time during normal business hours, Contractor shall make available to DRCOG, HHS, the State and the Comptroller General of the United States, or their authorized representatives, any books, documents, papers or other records of the Contractor with respect to all matters covered by this Contract in order to make audit, examination, excerpts, and transcripts. Contractor acknowledges that disclosure of protected health information to DRCOG, HHS, the State and the Comptroller General of the United States and their authorized representatives is permitted pursuant to Federal law. Failure to make records available for inspection within 72 hours of notice shall be deemed a violation of the Contract.

1.4.5 Additional Records Required. Contractors shall develop and maintain the records required by applicable laws and regulations including but not limited to Section 401.7 of the SUA Policy and Procedure Manual and including the following records: personnel records for each employee to include documentation of training, documentation of supervision, and documentation of current licensure if applicable; a Targeting Plan; Emergency Response Plan (if nutrition and/or transportation provider); confidentiality procedures; procedures for handling and reporting of critical incidents, including accidents, suspicion of abuse, neglect or exploitation, and criminal activity; a log of all complaints and critical incidents; records for each older adult served; and travel documentation policies and procedures. These shall be maintained by the Contractor and made available to DRCOG, SUA and/or their authorized representatives upon request.

1.5.1 Income. Program income, including participant contributions, earned by the Contractor from activities which are supported by this Contract shall be added to funds committed to the project or program and used for allowable costs of services under the Contract to further the objectives of this Contract as provided under 45 CFR 74.24(b)(1). Program income must be fully expended within the reporting month it was received and cannot be carried over for any period of time.

1.5.2 Income Accounting Records. Program income must be accounted for according to the additional costs alternative specified in Section 1.5.1 above and pursuant to 45 CFR, Section 74.24.

1.6.1 Equal Employment Opportunity. The Contractor agrees to comply with all applicable Federal laws, regulations, and orders regarding "Equal Employment Opportunity", as from time to time amended, and to execute such provisions as are required under Exhibit "C" attached hereto. **The parties hereby incorporate the requirements of 41 C.F.R. § 60-1.4(a) and 29 C.F.R. § 471, Appendix A to Subpart A, if applicable.**

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), if applicable. These regulations prohibit discrimination against

qualified protected veterans and qualified individuals with disabilities, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

1.6.2 Records. The Contractor shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and for employees as HHS, the State, or DRCOG may require.

1.7 Handicapped. The Contractor will not discriminate in employment on the basis of handicap against any qualified handicapped person and agrees to take positive steps to employ and advance in employment qualified handicapped persons and to comply with Department of Human Services Regulations (45 CFR Part 84), as from time to time amended.

1.8 Identification of Documents. Contractor shall designate on the front cover or title page of all reports, maps and other documents completed as part of this Contract, other than documents exclusively for internal use by the Contractor, an acknowledgement of the support received under "the Older Americans Act."

1.9 Publication, Reproduction and Use of Material. Material produced in whole or in part under this Contract may not be subject to copyright laws.

1.10 Procurement. All procurement transactions for supplies, equipment and services shall be conducted in a manner to provide, to the maximum extent practicable, open and free competition as provided under 45 CFR, Part 74, Subpart C, as from time to time amended, and shall comply with the provisions of 45 CFR, Part 74, Subpart C.

1.11 Work Hours. The Contractor shall comply with the Contract Work Hours and Safety Standards Act and comply with the Department of Labor Regulations (29 CFR Part 5), as from time to time amended.

1.12 Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. No person having any such interest shall be employed or participate in any decision relative to this Contract.

1.13 Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of DRCOG thereto; provided, however, that claims for money due or to become due to the Contractor from DRCOG under this Contract may be assigned to a bank or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished to DRCOG.

1.14 Influencing Legislation. To the extent prohibited by Federal or State law, as from time to time amended, no part of this Contract shall be used to pay the salary or expenses of any person or any organization acting for the Contractor to engage in any activity designed to influence legislation or appropriations pending before the Congress, or legislation or appropriations pending before the State General Assembly.

1.15.1 Termination for Cause. If, through any cause, the Contractor shall fail to meet performance measures set forth by the State, fail to fulfill in timely and proper manner with Contractor obligations under this Contract or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, DRCOG shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination, the reasons for such termination, and specifying the effective date thereof, at least 5 days before the effective date of such termination, unless a shorter time is set forth herein for any failure to fulfill Contractor's obligations.

1.15.2 Mutual Termination. The parties may terminate this Contract upon mutual written consent, which instrument shall set forth the effective date of the termination and any procedures to be followed incident to such mutual termination.

1.15.3 Termination for the Convenience of DRCOG. DRCOG may terminate this Contract at any time by giving written notice to the Contractor of such termination, which shall be effective upon receipt of the written notice. If the Contract is terminated by DRCOG as provided herein, the Contractor shall be entitled to receive compensation for services performed prior to the effective date of such termination, subject to such services being completed to the satisfaction of DRCOG, and except as provided in Section 6.0 of this Contract.

1.15.4 Project Material. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of DRCOG, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

1.15.5 Liability. Notwithstanding the above, the Contractor shall not be relieved of liability to DRCOG for damages sustained by DRCOG by virtue of any breach of the Contract by the Contractor, and DRCOG may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due DRCOG from the Contractor is determined.

1.16.1 Remedies. Where the Contractor violates or breaches terms of this Contract, DRCOG, at its discretion, shall terminate said Contract subject to the provisions hereinabove stated, and, in addition, may institute such administrative, contractual or legal remedies available to DRCOG as may be appropriate. In addition to the corrective actions set forth in section 1.16.2, DRCOG may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold payments pending correction of deficiency by the Contractor.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the Contract, including suspending the Contract and services provided under the Contract pending any audit or other investigation.
4. Withhold further Contracts with Contractor.
5. Take any other remedies that may be legally available.

1.16.2 Corrective Action. In the event the Contractor fails to expend by December 31 of the current fiscal year of the contract term at least forty percent (40%) of the contracted funds detailed in Section 5.1; fails to expend by March 31 of the current fiscal year of the contract term at least seventy percent (70%) of the contracted funds detailed in Section 5.1; or fails to provide adequate documentation as requested by DRCOG, or in the event DRCOG finds that Contractor is failing to conform to the terms and conditions of this Contract, then DRCOG may, in its sole discretion and in addition to any other remedies it may have, including termination of this Contract, require that a corrective action plan be prepared by a date specified by DRCOG and suspend payments under the Contract, such payments to begin only upon production by the Contractor of and compliance with a corrective action plan satisfactory to DRCOG. Further, DRCOG shall have the right, upon issuance of notice to the Contractor and without necessity of an Option Letter or amendment, to retain and reallocate to other contractors funds remaining under this Contract in the event of any termination or any failure of the Contractor to provide the service units listed in Exhibit A in accordance with this Contract or any corrective action plan. Nothing in this subsection shall require that DRCOG accept a corrective action plan in lieu of exercising its rights to terminate this Contract.

1.16.3 Erroneous Payments. Unless prohibited by Federal or State law or regulation, any costs incurred by the Contractor that are later found to be disallowed or ineligible for payment under this Contract shall be reimbursed by the Contractor to DRCOG, or offset against current or future payments due by DRCOG to the Contractor, at DRCOG's election.

1.16.4 Provision of Services; Expenditure of Funds. DRCOG intends to require that the service units provided by Contractor pursuant to this Contract be provided throughout the entire duration of the fiscal year. As such, Contractor shall expend no more than sixty percent (60%) of the contracted funds detailed in Section 5.1 prior to December 31 of the then current fiscal year and no more than ninety percent (90%) of said funds prior to March 31 of the then current fiscal year without the express prior written consent of DRCOG. If Contractor fails to comply with these limitations, DRCOG may in its sole discretion and in addition to any other remedies it may have, including termination of this Contract, require a corrective action plan and suspend payments under the Contract pursuant to Section 1.16.2. Contractor understands and agrees that nothing in this section limits DRCOG's authority set forth in Section 6.0 of this Contract, including but not limited to, its authority to require the return of funds previously paid to Contractor for services provided hereunder because of sequestration.

THIS CONCLUDES the provisions of these supplementary terms and conditions.

EXHIBIT C
ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF
HEALTH AND HUMAN SERVICES REGULATION UNDER
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
AND SECTION 504 OF THE REHABILITATION ACT OF 1973

The Contractor HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to Regulations of the Department of Health and Human Services (HHS) (45 CFR Part 80) issued pursuant to that title, and to comply with Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and all requirements imposed by or pursuant to the Regulations of the HHS (45 CFR Part 84) issued pursuant to the Act, all as from time to time amended, to the end that, in accordance with Title VI, the Act and Regulations, no person in the United States shall, on the grounds of race, color, national origin, or non-qualified handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance from DRCOG, a recipient of Federal financial assistance from HHS; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Contractor by DRCOG, this assurance shall obligate the Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Contractor for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Contractor for the period during which the Federal financial assistance is extended to it by DRCOG.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Contractor by DRCOG, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that DRCOG or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees.

EXHIBIT D
INDEMNIFICATION & INSURANCE

Section 1. Indemnification.

To the extent allowable by law, the Contractor agrees to indemnify and hold harmless the State of Colorado, DRCOG, their officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Contractor, any subcontractor or subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or of any subcontractor or subcontractor of the Contractor, or which arise out of any workers' compensation claim of any employee of the Contractor or of any employee of any subcontractor or subcontractor of the Contractor. The Contractor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of the Contractor. The Contractor also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions for the parties, of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. § 2671 *et seq.* as applicable, as now or hereafter amended. The Contractor, by execution of this Contract containing this indemnification clause, is relying upon and does not waive the operation of any law concerning the Contractor's ability to indemnify.

Section 2. Insurance.

(a) The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section 1 of this Exhibit D. Such insurance shall be in addition to any other insurance requirements imposed by this agreement or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 1 of this Exhibit D by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

(b) Contractor shall procure and maintain, and shall cause each subcontractor hired to perform services under this Agreement pursuant to its' obligations herein to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to DRCOG.

All coverages shall be continuously maintained through the term of this contract to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section 1 of this Exhibit D.

In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage for a period of three years

beyond the expiration of the contract. Evidence of qualified self-insured status may be substituted for the insurance requirements listed below.

(1) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this agreement, and Employers' Liability insurance with minimum limits of ONE HUNDRED THOUSAND DOLLARS (\$100,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease policy limit, and ONE HUNDRED THOUSAND DOLLARS (\$100,000) disease - each employee. Provide a waiver of subrogation in favor of DRCOG.

(2) General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal and advertising injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations, and shall provide for defense of sexual abuse and molestation claims for innocent insureds. The policy shall contain a severability of interests provision.

(3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services.

(4) Security & Privacy Liability or Cyber Risk insurance to cover loss of Protected Health Information ("PHI") data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI with minimum annual limits as follows:

- Contractors with 10 or less clients **and** revenues of \$250,000 or less shall maintain limits on Privacy Liability Insurance of not less than \$50,000.
- Contractors with 25 or less clients **and** revenues of \$500,000 or less shall maintain limits on Privacy Liability Insurance of not less than \$100,000.
- Contractors with more than 25 clients **and** revenues of more than \$500,000 shall maintain limits on Privacy Liability Insurance of not less than \$1,000,000.

(5) Professional Liability insurance in the amount of ONE MILLION DOLLARS (\$1,000,000) each occurrence for coverage to defend against allegations as well as damages resulting from failure to perform on the part of, financial loss caused by, and error or omission in the service or product of the policy holder.

(c) Every policy required above shall be primary insurance, and any insurance carried by DRCOG, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph (1) above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required above.

(d) A certificate of insurance evidencing coverage and naming DRCOG, its officers, its employees and the State of Colorado as additional insureds on the general liability and automobile liability policies shall be completed by the Contractor's insurance agent as evidence

that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by DRCOG prior to commencement of the agreement. In the case of qualified self-insurance status, DRCOG may require satisfactory evidence of sufficient funding for such purposes. The certificate shall identify this Contract and shall provide that coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to DRCOG. The completed certificate and/or evidence of qualified self-insured status must be sent with the signed Contract to:

Denver Regional Council of Governments
Attention: Contracts
1290 Broadway, Suite 700
Denver, Colorado 80203-5606

(e) Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this agreement upon which DRCOG may immediately terminate this agreement, or at its discretion, DRCOG may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by DRCOG shall be repaid by Contractor to DRCOG upon demand, or DRCOG may offset the cost of the premiums against any monies due to Contractor from DRCOG.

(f) DRCOG reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

(g) The parties hereto understand and agree that DRCOG is relying on, and does not waive or intend to waive by any provision of this agreement, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101 et. seq., C.R.S., as from time to time amended, or otherwise available to DRCOG, its officers, or its employees.

(h) Notwithstanding the above provisions, the Contractor, if a governmental entity, may elect to self-insure for any of the coverage areas required by subsections (b)(1) – (b)(3) of this Section 2. In such case, the Contractor shall maintain a claims fund that is available solely to pay claims against the Contractor that are proven or otherwise settled by the Contractor in its sole discretion. Such claims fund is intended for and available for only those purposes and is not available or allocated to fund a commitment or obligation, if any, or to defend or indemnify any party. Payments out of such funds may require approval by the Contractor's governing body. It is understood and agreed that a commitment by the Contractor to self-insure by the creation of said claims fund does not commit the Contractor to otherwise appropriate funds to fund self-insurance for this Contract or for any other commitment of the Contractor, and it is further understood and agreed that the Contractor has not appropriated funds for such purpose. In case of such election to self-insure, the Contractor shall itself provide DRCOG with written confirmation of the Contractor's self-insured status and the existence of said claims fund.

EXHIBIT E
APPROVED SUBCONTRACTORS

Subcontractor(s) will be incorporated into this contract only by written approval from the State Unit on Aging through DRCOG. Upon State approval and contract execution by both parties, approved Subcontractors shall be made part of this Contract and legally bound to all applicable provisions herein.

EXHIBIT F **FIXED ASSETS**

Note: This Exhibit F is applicable only to contracts that include funding of a fixed asset acquisition approved by DRCOG.

1.0 FIXED ASSETS

DRCOG hereby approves the acquisition of the fixed assets described in Contractor's Proposal, which is herein incorporated by reference and made a part of this Contract. Fixed assets may include (1) real property (land, buildings, and building improvements); (2) leasehold improvements (remodeling or redecorating of rented or leased spaces); and (3) tangible personal property (office furniture, kitchen equipment and vehicles) with a useful life of more than one year and an acquisition cost greater than \$5,000 per unit.

1.1 Real Property. Title to any real property shall vest in Contractor subject to the condition that the Contractor shall use the real property for the authorized purpose of the project as long as it is needed and shall not encumber the property without approval of DRCOG.

1.2 Equipment. Title to equipment shall vest in Contractor subject to the following conditions:

1. Contractor shall not use equipment acquired hereunder to provide services to non-Federal organizations for a fee that is less than private companies charge for equivalent services. All user charges shall be treated as program income.

2. Contractor shall use the equipment in the project as long as needed, whether or not the project continues to be supported by Federal or State funds, and shall not encumber the equipment without the approval of DRCOG. When no longer needed for the original project, the Contractor shall use the equipment in compliance with applicable Federal and State regulations.

3. Contractor shall make the equipment available for use on other projects or programs if such other use will not interfere with the work on the program for which the equipment was originally acquired. First preference for such other use shall be given to other programs, projects, or activities sponsored by DRCOG. Use by others shall be in preference order consistent with applicable Federal and State regulations.

4. When acquiring replacement equipment, Contractor may use the equipment to be replaced as trade-in or sell the equipment and use the proceeds to offset the costs of the replacement equipment, subject to the approval of DRCOG.

5. Contractor shall maintain accurate equipment records and shall take a physical inventory of equipment and reconcile the results with the equipment records annually. Any discrepancies between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the differences. Contractor shall annually verify the existence, current utilization, and continued need for the equipment. Contractor shall submit to DRCOG annually a property inventory report for all fixed assets acquired under this Contract in the form attached hereto as Exhibit 1.

6. Contractor shall maintain a control system to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Contractor shall implement adequate maintenance procedures to keep the equipment in good condition. In the event the Contractor no longer

needs the equipment, Contractor shall contact DRCOG for instructions. In such event, DRCOG reserves the right to order the transfer of title of the equipment to the Federal Government or to a third party named by DRCOG when such third party is otherwise eligible.

- 1.3 Supplies. Title to supplies shall vest in the Contractor upon acquisition. Contractor shall not use supplies acquired under this Contract to provide services to non-Federal organizations for a fee that is less than private companies charge for equivalent services, unless authorized by DRCOG. User charges shall be treated as program income.

2.0 ACQUISITION OF FIXED ASSETS

- 2.1 Contractor shall acquire the fixed assets as set forth in its Proposal in compliance with all applicable procurement standards set forth in either State or Federal regulations. Contractor is the responsible authority, without recourse to DRCOG, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of this Contract.
- 2.2 Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent of Contractor shall participate in the selection, award, or administration of a contract supported by this Contract if a real or apparent conflict of interest would be involved. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to sub agreements.
- 2.3 All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Contractor, price, quality and other factors considered.
- 2.4 Contractor shall establish written procurement procedures in compliance with 45 CFR § 74.44; CFR Title II Subtitle A Chapter II Part 200 Subpart 2.1.

3.0 ADMINISTRATIVE REQUIREMENTS

In performance of its obligations under this Contract, Contractor shall comply with all applicable provisions of Rule Manual Volume 10, 45 CFR Part 74 and 45 CFR Part 92, as applicable, regarding acquisition, use and disposition of fixed assets.

4.0 INSURANCE

In addition to Contractor's obligations to maintain insurance as set forth in the Contract, Contractor shall maintain, at a minimum, insurance coverage adequate to cover the replacement value of all fixed assets.

5.0 USE OF FIXED ASSETS

Fixed assets shall be used for the purposes set forth in this Contract and the Contractor's proposal. Fixed assets may be used on a part-time basis for non-contract purposes as follows:

1. By nonprofit agencies, provided that: (1) a minimum usage fee is charged in accordance with Program Income requirements pursuant to Rule Manual Volume 10; and (2)

the part-time usage does not conflict with the use of the equipment for the purposes of the Contract.

2. By profit-making organizations, provided that: (1) a usage fee equal to or greater than the prescribed minimum is charged; (2) usage does not conflict with the use of the equipment for purposes of the Contract; and (3) prior approval has been obtained from DRCOG.

6.0 DISPOSITION OF FIXED ASSETS

6.1 Real Property. In the event that the Contractor determines that real property acquired under this Contract is no longer needed for the purpose of the original project, Contractor shall obtain written approval from DRCOG for the use of the real property in other Federally-sponsored projects. Use in other projects shall be limited to those Federally-sponsored projects or programs that have purposes consistent with those authorized for support by DRCOG. If the real property is no longer needed for a Federally-sponsored project, then Contractor shall request disposition instructions from DRCOG or its successor.

6.2 Equipment. In the event Contractor determines that equipment acquired under this Contract is no longer needed for the purpose of the project, Contractor may use the equipment for other activities as follows: for equipment with a current per unit fair market value of \$5,000 or more, the Contractor may retain the equipment for other uses provided that compensation is made to DRCOG. The amount of compensation shall be computed by applying the percentage of DRCOG's share in the cost of the original project or program to the current fair market value of the equipment. If the recipient has no need for the equipment, the recipient shall request disposition instructions from DRCOG.

6.3 Supplies. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project and the supplies are not needed for any other Federally-sponsored program, the Contractor shall retain the supplies for use on non-Federally sponsored activities or sell them, but shall, in either case, compensate DRCOG for its share. The amount of compensation shall be computed by applying the percentage of DRCOG's share in the cost of the original project or program to the current fair market value of the supplies.

6.4 These provisions regarding disposition of fixed assets shall survive termination of the Contract.

7.0 HHS GRANT

It is agreed by the above parties that should the Department of Health and Human Services ("HHS") or the State disapprove this Contract or refuse or fail to make the grant to DRCOG as contemplated by this Contract, then this Contract shall be void and shall not be binding on any parties hereto.

8.0 CHANGES

Any changes, including any increase in the amount of this Contract, which are mutually agreed upon by and between DRCOG and the Contractor, shall be incorporated in written amendments to this Contract.

9.0 TERMS AND CONDITIONS

The parties agree that this Contract is also subject to the provisions set forth in the Contract between DRCOG and Contractor. If Contractor does not comply with the requirements set forth herein or in the Contract, Contractor agrees to return the value of the fixed assets to DRCOG.

**DENVER REGIONAL COUNCIL OF GOVERNMENT
AREA AGENCY ON AGING
PROPERTY INVENTORY FORM**

Inventory Tag Number: _____ Date of physical inventory: _____

Description:

Manufacturer's serial number, model number, or other identification number:

Source of equipment (include award number):

Title in (check one):

☐ Contractor

☐ DRCOG

☐ Federal Government

☐ State

Acquisition Date: _____ Acquisition Cost: _____

Percentage of DRCOG share in cost of equipment (attach documentation to calculate percentage): _____

Location of equipment:

Condition of equipment: _____

Unit acquisition cost: _____

Ultimate disposition data:

Signature: _____

Date: _____

EXHIBIT G
OPTION LETTER-SAMPLE

THIS OPTION LETTER is made and entered into this _____ day of _____, 20____ by and between Denver Regional Council of Governments ("DRCOG") and _____ (the "Contractor") and shall extend/and or amend the terms of the contract referenced herein (the "Contract").

NOW THEREFORE, in consideration of the recitals, promises, payments, covenants, and undertakings hereinafter set forth, and other good and valuable consideration, which is hereby acknowledged and receipted for, DRCOG and Contractor hereby agree to the following extension and/or amendments to said Contract:

Contract Name: _____ Original Contract Date: _____

Contract Number: _____ Project Number: _____

Contractor Address: _____

Term End Date is Hereby Extended to: _____

Federal/State Funds Changed from \$ _____ to \$ _____

Per Unit Reimbursement Rate (if changed): _____

Required Cash Match for New Funds: _____

In-Kind Match for New Funds: _____

Anticipated Additional Program Income: _____

Scope: _____

County and Service with Units (update to A.3 of Exhibit A):

IN WITNESS WHEREOF, DRCOG and Contractor have executed this Option Letter as of the day and year first above set forth.

**DENVER REGIONAL COUNCIL
OF GOVERNMENTS**

CONTRACTOR NAME

By: 
Jennifer Schaufele
Executive Director

By: _____

ATTEST:

ATTEST:

By: 
Roxie Ronsen
Administrative Officer

By: _____

EXHIBIT H

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") is a part of the Contract between the Denver Regional Council on Governments ("DRCOG"), Area Agency on Aging, and "Contractor. For purposes of this Addendum, DRCOG, Area Agency on Aging, is referred to as "Covered Entity" or "CE" and the Contractor is referred to as "Associate". Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to "the Contract" or "this Contract" include this Addendum.

RECITALS

- A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).
- B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d – 1320d-8 ("HIPAA") as amended by the American Recovery and Reinvestment Act of 2009 ("ARRA")/HITECH Act (P.L. 111-005), and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160, 162 and 164 (the "HIPAA Rules") and other applicable laws, as amended.
- C. As part of the HIPAA Rules, the CE is required to enter into a written contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

The parties agree as follows:

1. Definitions.

a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Rules at 45 C.F.R. Parts 160, 162 and 164, as amended. In the event of any conflict between the mandatory provisions of the HIPAA Rules and the provisions of this Contract, the HIPAA Rules shall control. Where the provisions of this Contract differ from those mandated by the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Contract shall control.

b. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.501.

c. "Protected Information" shall mean PHI provided by CE to Associate or created received, maintained or transmitted by Associate on CE's behalf. To the extent Associate is a

covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this Contract does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access and amendment of Associate's PHI.

d. "Subcontractor" shall mean a third party to whom Associate delegates a function, activity, or service that involves CE's Protected Information, in order to carry out the responsibilities of this Agreement.

2. Obligations of Associate.

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the HIPAA Rules if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum. Associate accepts full responsibility for any penalties incurred as a result of Associate's breach of the HIPAA Rules.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the HIPAA Rules if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164.502(j)(1). To the extent that Associate discloses Protected Information to a third party Subcontractor, Associate must obtain, prior to making any such disclosure: (i) reasonable assurances through execution of a written agreement with such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and that such third party will notify Associate within two (2) business days of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach. Additional provisions, if any, governing permitted disclosures of Protected Information are set forth in Attachment A.

c. Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall comply with the requirements of the HIPAA Security Rule at 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316. Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities. Associate shall review, modify, and update documentation of, its safeguards as needed to ensure continued provision of reasonable and appropriate protection of Protected Information.

d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) business days of becoming aware of such use or disclosure.

e. Associate's Agents. If Associate uses one or more Subcontractors or agents to provide services under the Contract, and such Subcontractors or agents receive or have access to Protected Information, each Subcontractor or agent shall sign an agreement with Associate containing the same provisions as this Addendum and further identifying CE as a third party beneficiary with rights of enforcement and indemnification from such Subcontractors or agents in the event of any violation of such Subcontractor or agent agreement. The Agreement between the Associate and Subcontractor or agent shall ensure that the Subcontractor or agent agrees to at least the same restrictions and conditions that apply to Associate with respect to such Protected Information. Associate shall implement and maintain sanctions against agents and Subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. If Associate maintains Protected Information contained within CE's Designated Record Set, Associate shall make Protected Information maintained by Associate or its agents or Subcontractors in such Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.524. If such Protected Information is maintained by Associate in an electronic form or format, Associate must make such Protected Information available to CE in a mutually agreed upon electronic form or format.

g. Amendment of PHI. If Associate maintains Protected Information contained within CE's Designated Record Set, Associate or its agents or Subcontractors shall make such Protected Information available to CE for amendment within ten (10) business days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, and shall incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or Subcontractors, Associate must notify CE in writing within five (5) business days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or Subcontractors shall be the responsibility of CE.

h. Accounting Rights. If Associate maintains Protected Information contained within CE's Designated Record Set, Associate and its agents or Subcontractors shall make available to CE within ten (10) business days of notice by CE, the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.528. In the event that the request for an accounting is delivered directly to Associate or its agents or Subcontractors, Associate shall within five (5) business days of the receipt of the request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall keep records and make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's or Associate's compliance with the HIPAA Rules. Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary when the Secretary is investigating CE. Associate shall cooperate with the Secretary if the Secretary undertakes an investigation or compliance

review of Associate's policies, procedures or practices to determine whether Associate is complying with the HIPAA Rules, and permit access by the Secretary during normal business hours to its facilities, books, records, accounts, and other sources of information, including Protected Information, that are pertinent to ascertaining compliance.

j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the HIPAA Rules including, but not limited to 45 C.F.R. Sections 164.502(b) and 164.514(d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.

l. Retention of Protected Information. Except upon termination of the Contract as provided in Section 4(d) of this Addendum, Associate and its Subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years.

m. Associate's Insurance. Associate shall maintain insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. Notice of Privacy Practices. Associate shall be responsible for reviewing CE's Notice of Privacy Practices, available on CE's external website, to determine any requirements applicable to Associate per this Contract.

o. Notification of Breach. During the term of this Contract, Associate shall notify CE within two (2) business days of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall not initiate notification to affected individuals per the HIPAA Rules without prior notification and approval of CE. Information provided to CE shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed during the breach. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

p. Audits, Inspection and Enforcement. Within ten (10) business days of a written request by CE, Associate and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided, however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; and (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve

Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract.

q. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards, including encryption of PHI, to maintain and ensure the confidentiality, integrity and security of Protected Information transmitted pursuant to the Contract, in accordance with the standards and requirements of the HIPAA Rules.

r. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. Section 164.522, Associate will restrict the use or disclosure of an individual's Protected Information. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protected Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

3. Obligations of CE.

a. Safeguards During Transmission. CE shall be responsible for using appropriate safeguards, including encryption of PHI, to maintain and ensure the confidentiality, integrity and security of Protected Information transmitted pursuant to the Contract, in accordance with the standards and requirements of the HIPAA Rules.

b. Notice of Changes. CE maintains a copy of its Notice of Privacy Practices on its website. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent that it may affect Associate's permitted or required uses or disclosures. To the extent that it may affect Associate's permitted use or disclosure of PHI, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 C.F.R. Section 164.522.

4. Termination.

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by CE pursuant to the provisions of the Contract covering termination for cause, if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, CE may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, CE may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from CE, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which CE has an interest.

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

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

b. Reasonable Steps to Cure Breach. If CE knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then CE shall take reasonable steps to cure such breach or end such violation.. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate the Contract, if feasible or (ii) if termination of this Contract is not feasible, CE shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services. If Associate knows of a pattern of activity or practice of a Subcontractor or agent that constitutes a material breach or violation of the Subcontractor's or agent's obligations under the written agreement between Associate and the Subcontractor or agent, Associate shall take reasonable steps to cure such breach or end such violation, if feasible.

c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of the HIPAA Rules or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of the HIPAA Rules or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effect of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or Subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to CE that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c), 2(d) and 2(e) of this Addendum to such Protected Information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief. CE shall have the right to injunctive and other equitable and legal relief against Associate or any of its Subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law.

6. No Waiver of Immunity. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now in effect or hereafter amended.

7. Limitation of Liability. Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

8. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Contractor the HIPAA Rules will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. Certification. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to the HIPAA Rules relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with the HIPAA Rules or this Addendum.

10. Amendment.

a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of the HIPAA Rules and other applicable laws relating to the confidentiality, integrity, availability and security of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information and that it is Associate's responsibility to receive satisfactory written assurances from Associate's Subcontractors and agents. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of the HIPAA Rules or other applicable laws. CE may terminate this Contract upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Contract when requested by CE pursuant to this Section, or (ii) Associate does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of the HIPAA Rules.

b. Amendment of Attachment A. Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.

11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any Subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE, at no cost to CE up to a maximum of 30 hours, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings

being commenced against CE, its directors, officers or employees based upon a claimed violation of the HIPAA Rules or other laws relating to security and privacy or PHI, except where Associate or its Subcontractor, employee or agent is a named adverse party.

12. No Third Party Beneficiaries. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation and Order of Precedence. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and comply with the HIPAA Rules. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. This Contract supercedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4(d) ("Effect of Termination") and Section 12 ("No Third Party Beneficiaries") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate. This Addendum shall remain in effect during the term of the Contract including any extensions.

15. Representatives and Notice.

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

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

AAA/Covered Entity Representative:

Name: Hendrik Kopperl
Title: Financial Compliance Coordinator
Department and Division: Area Agency on Aging
Address: 1290 Broadway, Suite 700
Denver, CO 80203-5606

Contractor/Business Associate Representative:

Name: Joelle Greenland

Title: Manager

Department and Division: Neighborhood Services, Community Development

Address: 4430 South Adams County Pkwy Brighton, CO 80601

ATTACHMENT A to EXHIBIT H

This Attachment sets forth additional terms to the HIPAA Business Associate Addendum, which is part of the Contract between DRCOG and Contractor and is effective as of the execution date of the Contract. This Attachment may be amended from time to time as provided in Section 10(b) of the Addendum.

1. **Additional Permitted Uses.** In addition to those purposes set forth in Section 2(a) of the Addendum, Associate may use Protected Information as follows: _____
None except as otherwise directed in writing by DRCOG _____

2. **Additional Permitted Disclosures.** In addition to those purposes set forth in Section 2(b) of the Addendum, Associate may disclose Protected Information as follows: _____
None except as otherwise directed in writing by DRCOG _____

3. **Subcontractor(s).** The parties acknowledge that the following subcontractors or agents of Associate shall receive Protected Information in the course of assisting Associate in the performance of its obligations under this Contract: _____
None except as otherwise directed in writing by the State through DRCOG _____

4. **Receipt.** Associate's receipt of Protected Information pursuant to this Contract shall be deemed to occur as follows, and Associate's obligations under the Addendum shall commence with respect to such PHI upon such receipt: Upon the effective date of the Contract. _____

5. **Additional Restrictions on Use of Data.** CE is a Business Associate of certain other Covered Entities and, pursuant to such obligations of CE, Associate shall comply with the following restrictions on the use and disclosure of Protected Information: As may be directed in writing by DRCOG or the State _____

6. **Additional Terms.** [This section may include specifications for disclosure format, method of transmission, use of an intermediary, use of digital signatures or PKI, authentication, additional security of privacy specifications, de-identification or re-identification of data and other additional terms.]
None _____

EXHIBIT I

E-VERIFY FEDERAL CONTRACTOR RULE **EMPLOYMENT ELIGIBILITY VERIFICATION**

(a) *Definitions.* As used in this clause—

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts*. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) Is for—(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

EXHIBIT J

Pre-Contract Certification in Compliance with C.R.S. Section 8-17.5-102(1)

The undersigned hereby certifies as follows:

That at the time of providing this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform under the public contract for services.

Date

Contractor:

By: _____

Title: _____

Date: _____

* This Exhibit J shall not apply to the following types of contracts: (1) intergovernmental agreements; (2) agreements for information technology services or products and services; (3) agreements relating to the offer, issuance, or sale of securities; (4) agreements for investment advisory services or fund management services; (5) any grant, award, or contract funded by any federal or private entity for any research or sponsored project activity of an institution of higher education or an affiliate of an institution of higher education that is funded from moneys that are restricted by the entity under the grant, award, or contract, pursuant to C.R.S. § 8-17.5-101(6)(b).

ATTACHMENT B

Service Definitions and Entry into SAMS

(effective SFY 2016; subject to change, based on federal and state regulations and requests by AAAs)

Part B, C1, C2, D, E, GF, and VI:

The following services are available under the federal Title III funding source in its various parts and in the state General Fund (GF). Some are also available under the Visually Impaired (VI) state fund, as indicated. While the services are the same, any services provided by GF or VI need to have the (State) suffix

Description	Unit Type	Registered (R)/ Aggregate (A)/ Either	Consumer to Unit Relation	Service Category	Available under Funding Parts	Assessment needed
Adult Day Care/Adult Day Health or Adult Day Care/Adult Day Health (State)	1 Hour	Registered	1/many	In-Home Services	B, GF	Full Assessment Every six months
Personal care for dependent elders in a supervised, protective, and congregate setting during some portion of a day. Services offered in conjunction with adult day care/adult day health typically include social and recreational activities, training, counseling, and services such as rehabilitation, medications assistance and home health aide services for adult day health.						
<u>Available Subservices:</u> Currently None						
Assisted Transportation or Assisted Transportation (State)	1 One Way Trip	Registered	1/many	Transportation Services	B, GF, VI	Full Assessment Initially
Assistance and transportation, including escort, to a person who has difficulties (physical or cognitive) using regular vehicular transportation.						
<u>Available Subservices:</u> Currently None						
Case Management or Case Management (State)	1 Hour	Registered	1/many	Other Supportive Services	B, GF, VI	Full Assessment every six months
Assistance, either in the form of access or care coordination, in circumstances where the eligible individual and/or their caregivers are experiencing diminished functioning capacities, personal conditions, or other characteristics which require the provision of services by formal service providers. Activities of case management shall include: assessing needs, developing care plans, authorizing services, arranging services, coordinating the provision of services among providers, follow-up, and reassessment, as required.						

<u>Available Subservices:</u> <div style="display: flex; justify-content: space-between;"> <div> Federal <ul style="list-style-type: none"> • ADRC Case Management – I & A • Assessment </div> <div> State <ul style="list-style-type: none"> • ADRC Case Management – I & A (State) • Assessment (State) </div> </div>						
Chore or Chore (State)	1 Hour	Registered	1/many	In-Home Services	B, GF, VI	Full Assessment Every six months
<p>Chore services are those services designed to increase the safety of older adults living at home such as assistance with heavy housework, yard work or sidewalk maintenance. Chore service activities are one-time, seasonal or occasional in nature, and shall be planned with input from the older adult based on an evaluation of the older adult's strengths and needs, and the degree of physical and/or cognitive impairment of the older adult.</p>						
<u>Available Subservices:</u> <div style="display: flex; justify-content: space-between;"> <div> Federal <ul style="list-style-type: none"> • Yard Work • Snow and Ice Removal • Repairs/Maint. Renovation </div> <div> State <ul style="list-style-type: none"> • Yard Work (State) • Snow and Ice Removal (State) • Repairs/Maint. Renovation (State) </div> </div>						
Congregate Meals or Congregate Meals (State)	1 Meal	Registered	1/many	Nutrition Services	C1, GF	Nutrition Assessment Initially
<p>A meal provided to an eligible individual in a congregate or group setting. The meal as served meets all of the requirements of the Older Americans Act and State/Local laws. As noted in Section IIA, meals provided to individuals through means-tested programs such as Medicaid Title XIX waiver meals or other programs such as state-funded means-tested programs are excluded from the NSIP meals figure in line 8a; they are included in the meal total reported on line 8 of Section IIA.</p>						
<u>Available Subservices:</u> <div style="display: flex; justify-content: space-between;"> <div> Federal <ul style="list-style-type: none"> • Lunch • Emergency Meals Congregate • Blizzard Box Congregate </div> <div> State <ul style="list-style-type: none"> • Lunch (State) • Emergency Meals Congregate (State) • Blizzard Box Congregate (State) </div> </div>						
Counseling or Counseling (State)	1 Session	Registered	1/many	Other Supportive Services	B, GF, VI	Full Assessment Initially
<p>Counseling is the provision of advice or support to assist older adults to address issues, concerns, or make decisions. NOTE: Nutrition Counseling is a separate service.</p>						
<u>Available Subservices:</u> <div style="display: flex; justify-content: space-between;"> <div> Federal <ul style="list-style-type: none"> • Mental Health Counseling • Support Group </div> <div> State <ul style="list-style-type: none"> • Mental Health Counseling (State) • Support Group (State) </div> </div>						
Education or Education (State-Only)	1 Session	Either	1/many (R) or 1/1 (A)	Other Supportive Services	B, GF, VI	Client Registration, if registered, otherwise none

A supportive service designed to assist older adults to better cope with their economic, health, and personal needs through services such as consumer education, continuing education, health education, falls prevention education, medication management education, pre-retirement education, financial planning, and other education and training services which advances the objectives of the Older Americans Act.

NOTE: Nutrition Education is a separate service.

Available Subservices:

Federal

- Group Outreach
- Group Outreach – GLBT
- Group I & A – GLBT
- Group Information and Assistance
- Educational Programs
- Group Outreach – Save Medication
- Technical Assistance

State

- Group Outreach (State)
- Group Outreach – GLBT (State)
- Group I & A – GLBT (State)
- Group Information and Assistance (State)
- Educational Programs (State)
- Group Outreach – Save Medication (State)
- Technical Assistance (State)

Evidence-based Disease Prevention and Health Promotion or Evidence-based Disease Prevention and Health Promotion (State)	1 Hour	Registered	1/many	Other Supportive Services	B, D, GF	Client Registration
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A program that meets the current definition of evidence-based disease prevention and health promotion as defined by the Administration on Aging and has:

- a) Demonstrated through evaluation to be effective for improving the health and wellbeing or reducing disease, disability and/or injury among older adults; and,
- b) Proven effective with older adult population, using Experimental or Quasi-Experimental Design; and,
- c) Research results published in a peer-review journal; and,
- d) Been fully translated in one or more community site(s); and,
- e) Developed dissemination products that are available to the public.

NOTE: All Health Promotion services need to be entered with the appropriate sub-service. If there is no subservice for the service you are providing under Health Promotion, please contact the SUA, to find out if it is evidence based and allowed under Part D. Some services which used to be allowed under Health Promotion in the past, now need to be entered under Screening or Education due to the tightening of federal rules.

<u>Available Subservices:</u>						
Federal			State			
<ul style="list-style-type: none"> EB - A Matter of Balance EB - Arthritis Exercise Prg EB – CDSMP EB - Diabetes Self Mgmt EB - Falls Talk EB - Healthy Moves for Aging Well EB - Powerful Tools EB - Tai Chi: Moving for Better Balance EB - Tomando 			<ul style="list-style-type: none"> EB - A Matter of Balance (State) EB - Arthritis Exercise Prg (State) EB – CDSMP (State) EB - Diabetes Self Mgmt (State) EB - Falls Talk (State) EB - Healthy Moves for Aging Well (State) EB - Powerful Tools (State) EB - Tai Chi: Moving for Better Balance (State) EB - Tomando (State) 			
Home Delivered Meals or Home Delivered Meals (State)	1 Meal	Registered	1/many	Nutrition Services	C2, GF	Full Assessment Every six months
A meal provided to a qualified individual in his/her place of residence. The meal is served in a program administered by SUAs and/or AAAs and meets all of the requirements of the Older Americans Act and State/Local laws. As noted in Section IIA, meals provided to individuals through means-tested programs such as Medicaid Title XIX waiver meals or other programs such as state-funded means-tested programs are excluded from the NSIP meals figure in line 4a; they are included in the meal total reported on line 4 of Section IIA. Certain Title III-E funded home delivered meals may also be included – see the definition of NSIP meals below.						
<u>Available Subservices:</u>						
Federal			State			
<ul style="list-style-type: none"> Hot Meals Home Delivered Emergency Meals Home Delivered Frozen Meals Home Delivered Blizzard Box Home Delivered 			<ul style="list-style-type: none"> Hot Meals Home Delivered (State) Emergency Meals Home Delivered (State) Frozen Meals Home Delivered (State) Blizzard Box Home Delivered (State) 			
Home Health Aide or Home Health Aide (State)	1 Hour	Registered	1/many	In-Home Services	B, GF	Full Assessment Every six months
Home Health Aide are services performed by CNAs (Certified Nursing Aids) who do not hold a license or other mandatory professional requirements for practice, other than certification. Those services are performed under the supervision of a RN, Licensed Practical Nurse, or other health care professional. This service includes health care needs to the elderly with their ADLs, bedside care, and basic nursing procedures.						
<u>Available Subservices:</u>						
Currently None						
Homemaker or Homemaker (State)	1 Hour	Registered	1/many	In-Home Services	B, GF, VI	Full Assessment Every six months
Assistance to persons who meet the eligibility requirements for in-home services and who are unable to perform two or more of the following instrumental activities of daily living: preparing meals, laundry, shopping for personal items, managing money, using the telephone, or doing light housework.						
<u>Available Subservices:</u>						
Currently None						
Information and Assistance or	1 Contact	Either	1/many (R) 1/1 (A)	Other Supportive	B, GF, VI	Client Registration,

Information and Assistance (State)				Services		if registered, otherwise none		
<p>A service that: (A) provides individuals with information on services available within the communities; (B) links individuals to the services and opportunities that are available within the communities; (C) to the maximum extent practicable, establishes adequate follow-up procedures. Internet web site "hits" are to be counted only if information is requested and supplied.</p>								
<p><u>Available Subservices:</u></p> <table border="0"> <tr> <td style="vertical-align: top;"> Federal <ul style="list-style-type: none"> • ADRC I & A • Newspaper • Client Advocacy </td> <td style="vertical-align: top;"> State <ul style="list-style-type: none"> • ADRC I & A (State) • Newspaper (State) • Client Advocacy (State) </td> </tr> </table>							Federal <ul style="list-style-type: none"> • ADRC I & A • Newspaper • Client Advocacy 	State <ul style="list-style-type: none"> • ADRC I & A (State) • Newspaper (State) • Client Advocacy (State)
Federal <ul style="list-style-type: none"> • ADRC I & A • Newspaper • Client Advocacy 	State <ul style="list-style-type: none"> • ADRC I & A (State) • Newspaper (State) • Client Advocacy (State) 							
Legal Assistance or Legal Assistance (State)	1 Hour	Aggregate	many/many	Other Supportive Services	B, GF	None		
<p>Legal advice, counseling, and representation provided by an attorney or other person acting under the supervision of an attorney.</p>								
<p><u>Available Subservices:</u></p> <table border="0"> <tr> <td style="vertical-align: top;"> Federal <ul style="list-style-type: none"> • Individual Legal Services • Individual Pro Bono </td> <td style="vertical-align: top;"> State <ul style="list-style-type: none"> • Individual Legal Services (State) • Individual Pro Bono(State) </td> </tr> </table>							Federal <ul style="list-style-type: none"> • Individual Legal Services • Individual Pro Bono 	State <ul style="list-style-type: none"> • Individual Legal Services (State) • Individual Pro Bono(State)
Federal <ul style="list-style-type: none"> • Individual Legal Services • Individual Pro Bono 	State <ul style="list-style-type: none"> • Individual Legal Services (State) • Individual Pro Bono(State) 							
Material Aid or Material Aid (State)	1 Contact	Registered	1/many	Other Supportive Services	B, GF, VI	Client Registration		
<p>Aid in the form of goods or food such as direct distribution of commodities, surplus food, and distribution of clothing, smoke detectors, eyeglasses, hearing aids, oral health, or security devices, etc. NOTE: All Material Aid services need to be entered with the appropriate sub-service, since Material Aid alone is too broad a description. If you need to have a sub service added, please contact the SUA.</p>								
<p><u>Available Subservices:</u></p> <table border="0"> <tr> <td style="vertical-align: top;"> Federal <ul style="list-style-type: none"> • Broadcast. Subscript. For Visually Impaired • Audiology • Vision • Health Equipment • Dental • Dental – Oral Treatment </td> <td style="vertical-align: top;"> State <ul style="list-style-type: none"> • Broadcast. Subscript. For Visually Impaired (State) • Audiology (State) • Vision (State) • Health Equipment (State) • Dental (State) • Dental – Oral Treatment (State) </td> </tr> </table>							Federal <ul style="list-style-type: none"> • Broadcast. Subscript. For Visually Impaired • Audiology • Vision • Health Equipment • Dental • Dental – Oral Treatment 	State <ul style="list-style-type: none"> • Broadcast. Subscript. For Visually Impaired (State) • Audiology (State) • Vision (State) • Health Equipment (State) • Dental (State) • Dental – Oral Treatment (State)
Federal <ul style="list-style-type: none"> • Broadcast. Subscript. For Visually Impaired • Audiology • Vision • Health Equipment • Dental • Dental – Oral Treatment 	State <ul style="list-style-type: none"> • Broadcast. Subscript. For Visually Impaired (State) • Audiology (State) • Vision (State) • Health Equipment (State) • Dental (State) • Dental – Oral Treatment (State) 							
Nutrition Counseling or Nutrition Counseling (State)	1 Session	Registered	1/many	Nutrition Services	C1, C2, GF	Nutrition Assessment Initially		
<p>Provision of individualized advice and guidance, by a registered dietitian in accordance with federal or state law and/or policy, to individuals or their caregivers, for those individuals at nutritional risk because of their health or nutritional history, dietary intake, medication use, or chronic illnesses. Nutrition counseling addresses the options and methods for improving nutrition status.</p>								
<p><u>Available Subservices:</u> Currently None</p>								

Nutrition Education or Nutrition Education (State)	1 Session	Either	1/many (R) or 1/1 (A)	Nutrition Services	C1, C2, GF	Client Registration, if registered, otherwise none
A program to promote better health by providing accurate and culturally sensitive nutrition, information and instruction to older adults and caregivers in a group or individual setting overseen by a dietitian or individual of comparable expertise.						
<u>Available Subservices:</u> <div> <div>Federal</div> <ul style="list-style-type: none"> Group I & A Steps to Healthy Aging </div> <div> <div>State</div> <ul style="list-style-type: none"> Group I & A (State) Steps to Healthy Aging (State) </div>						
Outreach or Outreach (State)	1 Contact	Either	1/many (R) or 1/1 (A)	Other Supportive Services	B, C1, C2, GF, VI	Client Registration, if registered, otherwise none
Intervention with individuals initiated by an agency or organization for the purpose of identifying potential clients (or their care givers) and encouraging their use of existing services and benefits.						
<u>Available Subservices:</u> <div> <div>Federal</div> <ul style="list-style-type: none"> Nutrition Outreach </div> <div> <div>State</div> <ul style="list-style-type: none"> Nutrition Outreach (State) </div>						
Personal Care or Personal Care (State)	1 Hour	Registered	1/many	In-Home Services	B, GF, VI	Full Assessment Every six months
Providing personal assistance, stand-by assistance, supervision or cues for persons who meet the requirements for in-home services.						
<u>Available Subservices:</u> Currently None						
Public Information or Public Information (State)	1 Contact	Either	1/many (R) or 1/1 (A)	Other Supportive Services	B, GF, VI	Client Registration, if registered, otherwise none
A service that provides the public and individuals with information on resources and services available to consumers within their communities. Service units for information services are for activities directed to large audiences of current or potential caregivers such as disseminating publications, conducting media campaigns, and other similar activities.						
<u>Available Subservices:</u> Currently None						
Reassurance or Reassurance (State)	1 Contact	Registered	1/many	Other Supportive Services	B, GF, VI	Client Registration
The process of contacting an older adult on a regular basis in order to provide comfort and/or help.						
<u>Available Subservices:</u> <div> <div>Federal</div> <ul style="list-style-type: none"> Lifeline Telephone – Reassurance Visiting </div> <div> <div>State</div> <ul style="list-style-type: none"> Lifeline (State) Telephone – Reassurance (State) Visiting (State) </div>						
Screening or Screening (State)	1 Contact	Registered	1/many	Other Supportive Services	B, C1, C2, GF, VI	Full Assessment Initially
The process of administering a standard instrument or tool to determine an older adult's needs.						

<u>Available Subservices:</u> <div> <div> Federal <ul style="list-style-type: none"> • Mental Health Screening • Nutrition Screening </div> <div> State <ul style="list-style-type: none"> • Mental Health Screening (State) • Nutrition Screening (State) </div> </div>						
Transportation or Transportation (State)	1 One-way trip	Registered	1/many	Transportation Services	B, GF, VI	Client Registration
Transportation is travel to or from one location to another in a vehicle. It does not include any other activity.						
<u>Available Subservices:</u> <div> <div> Federal <ul style="list-style-type: none"> • Shopping/Errands • Leisure/Recreation • Medical • Senior Center • Meal Site • Education • Adult Day Care • Grocery • Local Priority </div> <div> State <ul style="list-style-type: none"> • Shopping/Errands (State) • Leisure/Recreation (State) • Medical (State) • Senior Center (State) • Meal Site (State) • Education (State) • Adult Day Care (State) • Grocery (State) • Local Priority (State) </div> </div>						

Part E:

The following services are available under the federal Title III Part E funding source and in the state General Fund (GF). Some are also available under the Visually Impaired (VI) state fund, as indicated. While the services are the same, any services provided by GF or VI need to have the (State-Only) suffix.

Description	Unit Type	Registered (R)/ Aggregate (A)/ Either	Consumer to Unit Relation	Service Category	Available under Funding Parts	
NFCSP – Counseling or SGFCG - Counseling (State)	1 Sessions	Registered	1/many	NFCSP - Counseling	E, GF, VI	Caregiver Assessment Initially
Counseling to caregivers to assist them in making decisions and solving problems relating to their caregiver roles. This includes counseling to individuals, support groups, and caregiver training (of individual caregivers and families).						
<u>Available Subservices:</u> <div> <div>Federal</div> <ul style="list-style-type: none"> • NFCSP(Counseling) - Case Management • NFCSP(Counseling) - Individual Counseling • NFCSP(Counseling) - Support Groups • NFCSP(Counseling) - Caregiver Training • NFCSP(Counseling) - EB NCTP • NFCSP(Counseling) - EB Powerful Tools </div> <div> <div>State</div> <ul style="list-style-type: none"> • SGFCG (Counseling) - Case Management (State) • SGFCG (Counseling) - Individual Counseling (State) • SGFCG (Counseling) - Support Groups (State) • SGFCG (Counseling) - Caregiver Training (State) • SGFCG (Counseling) - EB NCTP (State) • SGFCG (Counseling) - EB Powerful Tools (State) </div>						
NAPIS Definition for the Supplemental Services Category: Supplemental Services –Services provided on a limited basis to complement the care provided by caregivers. Examples of supplemental services include, but are not limited to, home modifications, assistive technologies, emergency response systems, and incontinence supplies.						
NFCSP –Material Aid or SGFCG - Material Aid (State)	1 Contact	Registered	1/many	NFCSP – Supplemental Services	E, GF, VI	Caregiver Assessment Initially
Aid to the caregiver in the form of goods or food such as direct distribution of commodities, surplus food, and distribution of clothing, smoke detectors, eyeglasses, hearing aids, oral health, or security devices. NOTE: All Material Aid services need to be entered with the appropriate sub-service, since Material Aid alone is too broad a description. If you need to have a sub service added, please contact the SUA.						
<u>Available Subservices:</u> <div> <div>Federal</div> <ul style="list-style-type: none"> • NFCSP(Mat Aid) - Over the Counter Medication • NFCSP(Mat Aid) - Supplies </div> <div> <div>State</div> <ul style="list-style-type: none"> • SGFCG(Mat Aid) - Over the Counter Meds (State) • SGFCG(Mat Aid) – Supplies (State) </div>						
NFCSP – Screening/Evaluation or SGFCG - Screening/Evaluation (State)	1 Contact	Registered	1/many	NFCSP – Supplemental Services	E, GF, VI	Caregiver Assessment Initially
NFCSP Screening is the process of administering standard instruments or tool t determine a caregiver's needs.						
<u>Available Subservices:</u> Currently None						

NFCSP – Transportation or SGFCG – Transportation (State)	1 One-way trip	Registered	1/many	NFCSP – Supplemental Services	E, GF, VI	Caregiver Assessment Initially
NFCSP - Transportation is travel to or from one location to another in a vehicle. It does not include any other activity.						
<u>Available Subservices:</u> Currently None						
NFCSP – Congregate Meals or SGFCG - Congregate Meals (State)	1 Meal	Registered	1/many	NFCSP – Supplemental Services	E, GF, VI	Caregiver Assessment Initially
A meal provided to a qualified individual in his/her place of residence funded by Title III-E. The meal is served in a program administered by SUAs and/or AAAs and meets all of the requirements of the Older Americans Act and State/Local laws. NOTE: Congregate Meals under Title III-E do not qualify for NSIP funding. – see the definition of NSIP meals below.						
<u>Available Subservices:</u> Currently None						
NFCSP – Home Delivered Meals or SGFCG – Home Delivered Meals (State)	1 Meal	Registered	1/many	NFCSP – Supplemental Services	E, GF, VI	Caregiver Assessment Initially
A meal provided to a qualified individual in his/her place of residence funded by Title III-E. The meal is served in a program administered by SUAs and/or AAAs and meets all of the requirements of the Older Americans Act and State/Local laws. NOTE: Home Delivered Meals under Title III-E may qualify for NSIP funding.– see the definition of NSIP meals below.						
<u>Available Subservices:</u> <div style="display: flex; justify-content: space-between;"> <div> Federal <ul style="list-style-type: none"> • NFCSP(Home Del Meals) - Blizzard Box • NFCSP(Home Del Meals) - Frozen Meals </div> <div> State <ul style="list-style-type: none"> • SGFCG (Home Del Meals) - Blizzard Box (State) • SGFCG (Home Del Meals) - Frozen Meals (State) </div> </div>						
NFCSP – Information Services or SGFCG – Information Services (State)	1 Activity	Either	1/many (R or 1/1 (A)	NFCSP – Information Services	E, GF, VI	Caregiver Assessment Initially if Registered, otherwise none
A service for caregivers that provides the public and individuals with information on resources and services available to the individuals within their communities. [Note: service units for information services are for activities directed to large audiences of current or potential caregivers such as disseminating publications, conducting media campaigns, and other similar activities.]						

<u>Available Subservices:</u>						
Federal				State		
<ul style="list-style-type: none"> NFCSP(Inform Svcs) – Outreach NFCSP(Inform Svcs) - Public Information 				<ul style="list-style-type: none"> SGFCG (Inform Svcs) – Outreach (State) SGFCG(Inform Svcs) - Public Information (State) 		
NFCSP – Access Assistance or SGFCG - Access Assistance (State)	1 Contact	Either	1/many (R or 1/1 (A)	NFCSP – Access Assistance	E, GF, VI	Caregiver Assessment Initially if Registered, otherwise none
A service that assists caregivers in obtaining access to the services and resources that are available within their communities. To the maximum extent practicable, it ensures that the individuals receive the services needed by establishing adequate follow-up procedures. [Note: Information and assistance to caregivers is an access service, i.e., a service that: (A) provides individuals with information on services available within the communities; (B) links individuals to the services and opportunities that are available within the communities; (C) to the maximum extent practicable, establishes adequate follow-up procedures. Internet web site "hits" are to be counted only if information is requested and supplied.]						
<u>Available Subservices:</u>						
Federal				State		
<ul style="list-style-type: none"> NFCSP(Access Assist) - ADRC I & A NFCSP(Access Assist) - Group I & A NFCSP(Access Assist) - Information & Assistance 				<ul style="list-style-type: none"> SGFCG (Access Assist) - ADRC I & A (State) SGFCG (Access Assist) - Group I & A (State) SGFCG (Access Assist) - Information & Assistance (State) 		
NFCSP – Respite Care or SGFCG – Respite Care – (State)	1 Hour	Registered	1/many	NFCSP – Respite Care	E, GF, VI	Caregiver Assessment Initially
Services which offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite Care includes: (1) In-home respite (personal care, homemaker, and other in-home respite); (2) respite provided by attendance of the care recipient at a senior center or other nonresidential program; 3) institutional respite provided by placing the care recipient in an institutional setting such as a nursing home for a short period of time as a respite service to the caregiver; and (for grandparents caring for children) summer camps. If the specific service units purchased via a direct payment (cash or voucher) can be tracked or estimated, report those service unit hours. If not, a unit of service in a direct payment is one payment.						
<u>Available Subservices:</u>						
Federal				State		
<ul style="list-style-type: none"> NFCSP(Respite) - Home Health Aide NFCSP(Respite) – Homemaker NFCSP(Respite) - Institutional Respite NFCSP(Respite) – Monitoring NFCSP(Respite) - Personal Care NFCSP(Respite) - Adult Daycare/Health 				<ul style="list-style-type: none"> SGFCG(Respite) - Home Health Aide (State) SGFCG (Respite) – Homemaker (State) SGFCG (Respite) - Institutional Respite (State) SGFCG (Respite) – Monitoring (State) SGFCG (Respite) - Personal Care (State) SGFCG (Respite) - Adult Daycare/Health (State) 		

FAQ Governing Entry of Services into SAMS:

What is the difference between registering and assessing a client?

Registering a client in SAMS means entering federally (and some state) required demographic information into the SAMS consumer record. This information makes it possible to distinguish clients from one another and allows to report unduplicated counts. Assessments, on the other hand, require the client, or the assessor, to fill out an assessment form and enter this information into the SAMS assessment screen in addition to the demographic information in the consumer record. Most services require that a client be registered in SAMS, but not all of those services require the additional assessment.

What is the difference between registered and aggregate services?

Most services are delivered to a registered client and need to be entered as units of service to a specific client in SAMS (1/many – one client can have many units of service). For most such services (Part E caregiver services are the exception) rosters can be set up in SAMS to make this entry more efficient. Some services, such as public information and general education sessions, are serving a group of people whom you do not know and who are not set up in SAMS. For those services the count of the total number of units, (the unit multiplied by the number of clients served) needs to be entered into a consumer group in SAMS (1/1 – the number of clients equals the number of units). With the exception of legal assistance, which always has to be entered as an aggregate service due to legalities surrounding client/attorney privilege, you should always register a client and enter the services as registered if at all possible. The more specific data we can gather, the more reliable reports we can produce, which will affect the overall funding of our programs in the future. It is also the only way to obtain unduplicated client counts.

How can I enter registered services for consumers who refuse to provide me with demographic information?

You should always try to get enough information from your clients to set them up in SAMS (i.e. Name, address, DOB). We understand that occasionally that is not possible, since you might have someone who lives out of state and only stops by your meal site once, or one of your clients brings an eligible guest who will not frequent your site again. In those cases, you need to use a record set up in SAMS for that particular case and enter the count of your meals for that month. **The name of that record needs to include your region** and reflect that it is for *Eligible – Non registered* clients to avoid mixing it up with other regions. There should only be one of those records per region in which all your providers enter any of those types of services (not only C1). **The number of services entered into those records should be very small**, since using this 'faked client' is the exception, not the rule. This is not an excuse to not try to register consumers, since most clients throughout the state are willing to provide basic information to get free services, any region and/or provider who does not register a large number of clients is subject to be audited by SUA. If a client comes to a meal site more than just once as a guest, from another region, or out of state, an effort should be made to get his contact information.

How do I enter Caregiver services into SAMS?

Any services under Part E (NFSCP prefix for federal, SGFCG for state) reflect services which were provided to the caregiver, not the care recipient. They have to be entered under the caregiver with a link in the service record to the care recipient. **None of those**

services may be entered via a roster. You cannot have a client who is both, a care recipient as well as a caregiver. If a client once was a caregiver and now has become a care recipient, the section of the caregiver in his client record has to be end dated. Otherwise the system does not know how to deal with the records and reports will reflect the information inaccurately. When state regulations state that you have a certain grace period to enter an assessment, this does not apply to registering a consumer. If a consumer receives a **registered service**, this means that the consumer has to be entered in the consumer record **before** any services for that consumer are entered.

For which services do I have to enter subservices in the SAMS?

- **Material:**
Material aid covers many types of assistance. It does not exist in the NAPIS definitions, but was added by SUA since there was a need to capture various material services to the client. Since this might be anything from a wheelchair, to dentures, eyeglasses, etc., it is necessary to select the proper sub service in SAMS for later reporting. If the object you provide to a client under Material aid does not currently exist in SAMS, please call SUA, so it can be set up. While we do not want to list every single item (i.e. glasses, contacts), we do want to know the general category (i.e. vision).
- **Health Promotion:**
Health Promotion in Part D and State funding is only allowed for evidence based services which meet the least minimal criteria as defined by AoA. Therefore, it has to use subservices which show for which activity the funds were used.

What do I need to know about entering congregate meals into SAMS?

Congregate meals (C1 and State Funded) have many regulations which are covered in Volume 10. Following are some of the issues which often cause confusion when entering congregate meals into SAMS:

- **Entering volunteers :**
Since volunteers under 60 are eligible for meals on the days they are volunteering for meal related activities, they should be set up as eligible, with the eligible indicator stating that they are volunteers. If they receive meals on any other days, those are not reimbursable and they must be charged the guest fee. Those meals can be entered as local (ZZ) services, if you wish to track them in SAMS. That way we will not pull them for reimbursements.
- You will only get reimbursed for congregate meals provided to clients whose records are marked as eligible in SAMS
- Congregate meals may also be billed under Part E, caregiver funds, if those meals are for a caregiver who is taking care of a care recipient. To provide such a meal under Part E, the service it gets charged to is NFCSP(Supplemental Srvcs) - Congregate Meals or SGFCG(Suppl Srvcs) - Congregate Meals (State). The funds allowed to be used for this are limited. Please refer to Volume 10, if you are the AAA, or check with your AAA, if you are the provider, to make sure you are not exceeding the funding limit.
- Congregate meals funded under Part E are **NOT** part of the calculation to determine meal counts for distribution of NSIP funds.

What do I need to know about entering home delivered meals into SAMS?

Home delivered meals (C2 and State Funded) have many regulations which are covered in Volume 10. Following are some of the issues which often cause confusion when entering home delivered meals into SAMS:

- You will only get reimbursed for meals provided to clients whose records are marked as eligible in SAMS
- **Home Delivered Meals should never have a non-registered client**, since the name and address of the client is well known, any time you deliver a meal to a home.
- Home delivered meals may also be billed under Part E, caregiver funds, if those meals are for a caregiver who is taking care of a care recipient. To provide such a meal under Part E, the service it gets charged to is NFCSP(Supplemental Srvc) - Home Delivered Meals or SGFCG(Suppl Srvc) - Home Delivered Meals (State). The funds allowed to be used for this are limited. Please refer to Volume 10, if you are the AAA, or check with your AAA, if you are the provider, to make sure you are not exceeding the funding limit.
- Eligible home delivered meals funded under Part E **ARE** part of the calculation to determine meal counts for distribution of NSIP funds.

What are NSIP meals?

NSIP Meals (1 meal) -- A Nutrition Services Incentive Program (NSIP) Meal is a meal served in compliance with all the requirements of the OAA, which means at a minimum that: 1) it has been served to a participant who is eligible under the OAA and has NOT been means-tested for participation; 2) it is compliant with the nutrition requirements; 3) it is served by an eligible agency; and 4) it is served to an individual who has an opportunity to contribute. Meal counts in 4, 4a, 8, 8a, include all OAA eligible meals including those served to persons under age 60 where authorized by the OAA. NSIP Meals also include home delivered meals provided as Supplemental Services under the National Family Caregiver Support Program (Title III-E) to persons aged 60 and over who are either care recipients (as well as their spouses of any age) or caregivers

ATTACHMENT C

AAA Supplemental Contract Information
(Please reference attached.)

AAA Supplemental Contract Information

Provider Name: Adams County Community Development

Contract Name: A-LIFT Community Transit

Contract Number: EX15017

	<i>New FY 16</i>
Grant Amount:	\$439,802.00

Cash match: \$70,900.00

In-Kind match: \$0.00

**Reimbursement
Rate:** \$18.90

Program Income \$8,837.00

**Unduplicated Client
Count:** 640

Scope/Units:

County	Assisted Transportation
Adams	22,387
Arapahoe	736
Broomfield	147
Total Units:	23,270

Information & Assistance Units:	491
Outreach Units:	196

