

Grant Contract Staff Report

Date:**To:** Douglas County Board of County Commissioners**Through:** Douglas J. DeBord, County Manager**From:** Jennifer L. Eby, AICP, Director of Community Services**CC:** Kim Smith, Community Programs Coordinator
Allison E. Cutting, Supervisor, Community Services
Rand M. Clark, CCAP, NCRT, Assistant Director of Community Services**Subject:** **2026-2027 Denver Regional Council of Governments Older Adult Services Contract EX26040 in the amount of \$705,222 with a required County contribution of \$92,929 for a project total of \$798,151**

Board of County Commissioners' Business Meeting**July 14, 2026 @ 1:30 p.m.**

I. EXECUTIVE SUMMARY

This request is for approval of the 2026-2027 Denver Regional Council of Governments (DRCOG) Older Adult Services Contract EX26040 for older adult services and assisted transportation in the amount of \$705,222. A County contribution of \$92,929 is required for a project total of \$798,151. The term of the contract is through June 30, 2027.

II. REQUEST

Staff requests approval of the 2026-2027 DRCOG Older Adult Services Contract EX26040 in the amount of \$705,222 with a County contribution of \$92,929 for a project total of \$798,151.

III. BACKGROUND

DRCOG accepts applications for a two-year funding cycle and executes annual contracts for each year as funding becomes available. Funding supports community-based services that help adults aged 60 and older remain independent. The Board of County Commissioners (BCC) approved the 2026-2027 DRCOG Older Adult Services application at the Business Meeting on January 13, 2026.

IV. DISCUSSION

Douglas County was notified that the application has been recommended for funding by DRCOG and issued Contract EX26040 in the amount of \$705,222 with a required County contribution of \$92,929, for a total project cost of \$798,151. The project budget is as follows:

Project Allocations	Service Units	Grant	County Cash	County In-Kind	Total
Chore	577	\$16,800	\$1,664	\$3,726	\$ 22,190
Homemaker	5,504	\$201,972	\$18,188	\$7,451	\$227,611
Personal Care	5,100	\$186,750	\$17,250	\$7,451	\$211,451
Assisted Transportation	8,904	\$299,700	\$29,748	\$7,451	\$336,899
PROJECT TOTAL	20,085	\$705,222	\$66,850	\$26,079	\$798,151

The required County contribution will be met through \$66,850 in General Fund cash for direct services and \$26,079 of in-kind match from budgeted staff salary, the empowOR data system, and leveraged grant funds.

Douglas County does not directly provide these services and awards funds to local, community-based providers through a competitive application process. Staff will execute subgrantee agreements as proposed below:

Provider Awards by Project	Units	Amount
CHORE		
Aging Resources of Douglas County	577	\$ 18,464
Sub-total	577	\$ 18,464
HOMEMAKER		
ACASA	2,752	\$118,336
Home Instead	2,752	\$101,824
Sub-total	5,504	\$220,160
PERSONAL CARE		
ACASA	2,550	\$109,650
Home Instead	2,550	\$ 94,350
Sub-total	5,100	\$204,000
ASSISTED TRANSPORTATION		
Aging Resources of Douglas County	3,252	\$120,324
Castle Rock Senior Activity Center	5,652	\$209,124
Sub-total	8,904	\$329,448
COUNTY CONTRIBUTION		
County In-Kind Match		\$26,079
Sub-total		\$26,079
PROJECT TOTAL	20,085	\$798,151

V. RECOMMENDED ACTION

Staff recommends approval of the 2026-2027 DRCOG Older Adult Services Contract EX26040 in the amount of \$705,222 with a County contribution of \$92,929 for a project total of \$798,151, as it complies with all federal, state and county approval standards and policies.

ATTACHMENTS	PAGE
2026-2027 DRCOG Older Adult Services Contract EX26040.....	3

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

1001 17th Street, Suite 700
Denver, Colorado 80202
("DRCOG")

and

DOUGLAS COUNTY GOVERNMENT

100 Third Street
Castle Rock, Colorado 80104
("CONTRACTOR")

for

Older Adult Services
("Contract")

Project Number 554027/624027

Contract Number EX26040

RECITALS:

- A. DRCOG is the recipient of grant funds under Title III of the Older Americans Act (OAA) 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 OAA and SFSS.
- C. The Contractor agrees to comply with all relevant provisions of the Contract between DRCOG and the State for OAA/SFS, 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 OAA, and SFSS.

2.0 SCOPE OF WORK

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 Work, 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 Programs (Rule Manual Volume 10); 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 Humans Services (HHS) grants and principles for determining costs applicable to activities assisted by HHS grants. Contractor is subject to all provisions of DRCOG's contract with CDHS (see Section 18B of the State contract). In addition, Contractor must also comply with the State Unit on Aging Policy and Procedure Manual, as may be amended.

4.0 TIME OF PERFORMANCE

Services of the Contractor shall commence upon Contract execution or July 1, 2026 whichever comes later. Services shall be undertaken in such sequence as to assure completion of all services required hereunder by June 30, 2027. Funding levels shall be awarded annually, and funding of this Contract is conditioned upon funds being made available to DRCOG for such purposes.

Services cannot commence prior to an executed contract.

After the initial term, at DRCOG's discretion, this contract may be extended for one (1) additional one-year terms. Services eligible for the extension are determined annually by DRCOG. If eligible, Contractor shall receive notice from DRCOG no later than January 31 of the then current year. Contractor shall submit to DRCOG a proposal 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 by 5:00 P.M. on March 1 of the then current year,. The scope of compensated services proposed shall not change without DRCOG's written permission. Contract amounts for the additional terms may vary according to the level of available funds.

5.0 PAYMENT TERMS

5.1 Maximum Amount

DRCOG agrees to reimburse the Contractor for allowable project expenses up to but not exceeding the sum of **\$705,222.00** in **OAA and SFSS** funds and based on the cumulative number of service units delivered after applying program income. The total **OAA and SFSS** dollars, contracted units of service, and cost reimbursement rate are outlined in Exhibit A, Scope of Services attached hereto.

5.2 Other Contributions

Contractor cash match, Contractor in-kind services, Contractor program income/client contributions, and State cash match contributions, if applicable, are also outlined in Exhibit A, Scope of Services attached hereto.

5.3 In-Kind Contributions

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.

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.

7.0 CHANGES

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

8.0 DEBARMENT, SUSPENSION

By signing this Agreement, the Contractor represents that its organization and its principals and employees are not suspended, debarred, excluded from participation, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department. If Contractor, its principals, employees or agents become ineligible to participate in any such program during the term of this Contract, Contractor shall notify DRCOG in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the State may immediately terminate this Contract.

9.0 UNIQUE ENTITY ID

System for Award Management (SAM) and Unique Entity ID Requirements: Contractor must obtain a unique entity identifier (UEI), but is not required to fully register in [Sam.gov](http://sam.gov). Contractor shall provide its Unique Entity ID to DRCOG, and shall update Contractor's information at <http://www.sam.gov> at least annually after the initial registration, and more frequently if required by changes in Contractor's information [Start here to request a new UEI in SAM.gov](#) .

10.0 CERTIFICATE OF GOOD STANDING

Proof of Registration with Colorado Secretary of State: Contractor shall furnish a Certificate of Good Standing from the Colorado Secretary of State's Office, as proof that it is properly registered to do business in the State of Colorado. Such Certificate shall be provided with the signed Agreement; **provided however, the foregoing shall not apply to the State, its agencies, municipalities, counties, political subdivisions, special districts, or other public entities.**

11.0 CORA DISCLOSURE

To the extent not prohibited by federal or state law, this Contract and the Work are subject to public release through the Colorado Open Records Act, CRS § 24-72-200.1, *et seq.*, as may be updated from time to time.

12.0 COLORADO LAW FOR PERSONS WITH DISABILITIES

To the full extent possible, Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level A and Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

13.0 TERMS AND CONDITIONS

The parties agree that this Contract is also subject to the provisions set forth in the Exhibits and Attachments of this Contract, attached hereto and incorporated herein.

14.0 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 _____ day of _____, 20____ and acknowledge that the signatures hereon, whether handwritten, typed, electronic, or digital or submitted by facsimile or electronic mail, are sufficient and legally binding.

**DENVER REGIONAL COUNCIL
OF GOVERNMENTS**

DOUGLAS COUNTY GOVERNMENT

By: _____
Douglas W. Rex, Executive Director

By: _____
Title: _____

ATTEST:

ATTEST:

By: _____
Roberta Cole, Manager Contracts & Budget

By: _____
Title: _____

Exhibit A: SCOPE OF WORK

Agency Information

Organization Name: Douglas County Government

Organization URL: <https://www.douglas.co.us/>

Doing Business As: Department of Community Development

Agency Director: George Teal

Address: 100 Third Street Castle Rock, CO 80104

Agency Director Phone: (303) 660-7401

Phone: (303) 660-7400

Agency Director Email: BOCC@douglas.co.us

Unique Entity ID: LXE5XEA44AH6

Approved Indirect Rate w/Base: N/A

Agency Description: Douglas County's goal is quality of life for all citizens. This includes keeping people safe, ensuring access to resources and services, and supporting the most vulnerable County residents

Project Term Date: July 1, 2026 – June 30, 2027

Primary Contact

Primary Contact Name: Kimberly Smith

Primary Contact Email: 303-660-7347

Primary Contact Phone: ksmith@douglasco.gov

Grant General Information

Title of Proposal: Douglas County Older Adult Services 26-27

Purpose

DRCOG is sub-awarding funds to the above subrecipient for the services identified within this scope of work. The scope of work is generated from the proposal submitted to DRCOG the notice of funding opportunity issued for Older Americans Act and State Funding for Senior Services funds. Subrecipient must adhere to the information contained within the proposal that was submitted and the detailed budgets provided in DRCOG's grant management system. This includes the budget narrative and service narrative section submitted.

Total Project Budget

Revenue Source	Amount
Total Contracted Funds	\$705,222.00
Total Cash Match	\$66,850.00
Total In-kind Match	\$26,079.00
Total State Part E Match	\$ 0.00
Total Estimated Program Income	\$ 0.00
Total Revenue (Less Program Income)	\$798,151.00

Appropriations

Service	Project Number	CFDA	Description	Amount
Assisted Transportation	554027	93.044	Federal Older Americans Act Title III Part B	\$299,700.00
Chore	554027	93.044	Federal Older Americans Act Title III Part B	\$16,800.00
Homemaker	554027	93.044	Federal Older Americans Act Title III Part B	\$201,972.00
Personal Care	624027	N/A	State Funding for Senior Services	\$186,750.00

Service: Assisted Transportation

Service Description

Douglas County will provide assisted, door-to-door transportation services to support older adults who need reliable access to medical care, essential errands, and community resources. Assisted transportation addresses mobility limitations, safety concerns, and lack of access to private and public transportation options, allowing older adults to remain independent and connected while meeting basic daily needs.

To deliver this service, Douglas County contracts with Aging Resources of Douglas County (ARDC) and the Castle Rock Senior Activity Center (CRSAC), both of which have extensive experience operating demand-response transportation programs for older adults. Douglas County provides active oversight by reviewing service data, monitoring performance, ensuring accurate reporting, and guiding providers on program expectations and Older Americans Act requirements.

Older adults may access assisted transportation through self-referral or referral from Douglas County First Call, Human Services, or community-based organizations. Providers screen individuals to confirm eligibility and assess trip needs, including mobility requirements and trip purpose. Priority is given to older adults with the greatest economic and social need, with medical and health-related trips prioritized when capacity is limited. Clients are informed of grievance procedures, nondiscrimination policies, and voluntary contribution guidelines.

Trips are scheduled on a door-to-door basis to ensure safety and accessibility. To better meet growing demand, Douglas County will increase planned assisted transportation units from 8,563 to 8,904 in the current year while maintaining the same funding request. This increase will be achieved through overmatching the grant and increasing the County’s cash match contribution to nearly 10 percent of the total grant request, demonstrating Douglas County’s commitment to maximizing service delivery and leveraging local resources to meet older adult transportation needs.

With continued grant support, this coordinated and cost-effective approach will ensure assisted transportation remains an essential service for older adults who would otherwise face significant barriers to accessing care and community resources.

State Service Definition

Assistance and transportation, including escort, to a person who has difficulties (physical or cognitive) using regular vehicular transportation.

1 Unit = 1 One-Way Trip

Service Budget

Revenue

Funding Source	Amount
Contracted Funds	\$299,700.00
Cash Match	\$29,748.00
In-kind Match	\$7,451.00
State Part E Match	\$0.00
Estimated Program Income	\$0.00
Total Revenue (Less Program Income)	\$336,899.00

Expenses

Expense Category	Amount
Personnel	\$7,451.00
Travel	\$0.00
Equipment	\$0.00
Contractual Services	\$329,448.00
Supplies	\$0.00
Indirect	\$0.00
Other Expenses	\$0.00
Total Expenses	\$336,899.00

Contracted Units

County	Units
Adams	0
Arapahoe	0
Broomfield	0
Clear Creek	0
Denver	0
Douglas	8,904
Gilpin	0
Jefferson	0
Total	8,904

Reimbursement Rate: Actual Cost

Contracted Clients

County	Low Income	Low Income Minority	Minority	Rural	Total Clients
Adams	0	0	0	0	0
Arapahoe	0	0	0	0	0

Broomfield	0	0	0	0	0
Clear Creek	0	0	0	0	0
Denver	0	0	0	0	0
Douglas	120	20	47	1	470
Gilpin	0	0	0	0	0
Jefferson	0	0	0	0	0
Total	120	20	47	1	470

Service: Chore

Service Description

Douglas County will provide chore services that address essential safety-related household tasks, such as yard clean-up, debris removal, and minor home safety activities. These services reduce fall risks and help older adults with mobility or functional limitations remain safe in their homes. Douglas County contracts with Aging Resources of Douglas County (ARDC) to deliver these services. ARDC uses trained paid staff and screened volunteers, allowing the program to complete a wide range of tasks efficiently while maximizing resources. The County provides oversight through monthly data reviews, performance monitoring, and verification of compliance with OAA requirements.

Clients may enter the program through self-referral or referrals from County departments, churches, and other community agencies. ARDC conducts an eligibility assessment and collects all OAA-required demographic and functional information. Clients also receive information on grievance procedures, nondiscrimination policies, and other available services.

Once enrolled, chore tasks are scheduled based on need and safety priorities, with volunteers typically handling group yard projects and staff completing tasks that require additional skills or physical capacity. All services are documented, and changes in client needs are addressed through referrals to complementary support.

To better meet rising demand, Douglas County will increase planned chore service units from 534 to 1,030 in the current year while maintaining a cost-effective unit rate. This increase will be achieved through overmatching the grant and increasing the County’s cash match contribution to 10 percent of the total grant request, demonstrating Douglas County’s commitment to maximizing service delivery and leveraging local resources to ensure more older adults receive essential assistance that supports aging in place.

Through strong provider partnerships, trained personnel, and consistent County oversight, chore services remain a dependable, essential resource for older adults in Douglas County.

State Service Definition

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.

1 Unit = 1 Hour

Service Budget

Revenue

Funding Source	Amount
Contracted Funds	\$16,800.00
Cash Match	\$1,664.00
In-kind Match	\$3,726.00
State Part E Match	\$0.00
Estimated Program Income	\$0.00
Total Revenue (Less Program Income)	\$22,190.00

Expenses

Expense Category	Amount
Personnel	\$3,726.00
Travel	\$0.00
Equipment	\$0.00
Contractual Services	\$18,464.00
Supplies	\$0.00
Indirect	\$0.00
Other Expenses	\$0.00
Total Expenses	\$22,190.00

Contracted Units

County	Units
Adams	0
Arapahoe	0
Broomfield	0
Clear Creek	0
Denver	0
Douglas	577
Gilpin	0
Jefferson	0
Total	577

Reimbursement Rate: Actual Cost

Contracted Clients

County	Low Income	Low Income Minority	Minority	Rural	Total Clients
Adams	0	0	0	0	0
Arapahoe	0	0	0	0	0
Broomfield	0	0	0	0	0
Clear Creek	0	0	0	0	0
Denver	0	0	0	0	0
Douglas	13	3	6	0	75
Gilpin	0	0	0	0	0
Jefferson	0	0	0	0	0
Total	13	3	6	0	75

Service: Homemaker

Service Description

Douglas County will provide homemaker services to support older adults who need assistance maintaining a clean, safe, and healthy home environment. These basic housekeeping supports, including removing clutter, dusting, vacuuming, mopping, bathroom and kitchen cleaning, laundry, and changing bed linens, allow clients to remain safe in their homes and help reduce health and safety risks associated with declining mobility and functional limitations.

To deliver these services, Douglas County contracts with three licensed Colorado in-home care providers: Visiting Angels, Home Instead, and ACASA Senior Care. Each agency has extensive experience serving older adults and maintains established working relationships with local hospitals, clinics, and community partners. Douglas County plays an active oversight role by monitoring performance, reviewing monthly service data, ensuring accuracy of all required reporting, and guiding providers on program expectations and grant metrics. All agencies comply with the state home care licensing requirements and employ trained, screened, and supervised homemaker staff who follow consistent quality and safety standards.

Clients may access the program through self-referral or referral from Douglas County Community Services, Human Services, health care partners, or community organizations. Once a referral is received, a contracted provider contacts the individual to complete an in-home eligibility assessment. Staff collect all OAA-required information, which includes age, demographic details, residential address, functional limitations, and the client's specific homemaker needs. Clients are also informed about additional services for which they may be eligible, along with the program's grievance procedures, nondiscrimination, and voluntary contribution policies.

After enrollment, trained homemaker staff provide services based on an individualized service plan. Providers make every effort to assign consistent staff to support continuity, and they maintain regular supervision and quality assurance oversight. Douglas County reviews service trends across agencies, monitors adherence to contract requirements, and collaborates with providers to address any service gaps or challenges. All visits and units delivered are documented, and providers respond when client needs change or when additional support may be appropriate.

To better meet growing community demand, Douglas County is increasing its planned homemaker service units from 5,449 to 5,504 this year while keeping the funding request the same. This allows the program to serve more older adults at a stable and competitive unit cost. With continued grant support, this coordinated and professionally managed approach will ensure that homemaker services remain a reliable and essential resource for older adults who would otherwise be unable to afford these services.

State Service Definition

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.

1 Unit = 1 Hour

Service Budget

Revenue

Funding Source	Amount
Contracted Funds	\$201,972.00
Cash Match	\$18,188.00
In-kind Match	\$7,451.00
State Part E Match	\$0.00
Estimated Program Income	\$0.00
Total Revenue (Less Program Income)	\$227,611.00

Expenses

Expense Category	Amount
Personnel	\$7,451.00
Travel	\$0.00
Equipment	\$0.00
Contractual Services	\$220,160.00
Supplies	\$0.00
Indirect	\$0.00
Other Expenses	\$0.00
Total Expenses	\$227,611.00

Contracted Units

County	Units
Adams	0
Arapahoe	0
Broomfield	0
Clear Creek	0
Denver	0
Douglas	5,504
Gilpin	0
Jefferson	0
Total	5,504

Reimbursement Rate: \$36.70

Contracted Clients

County	Low Income	Low Income Minority	Minority	Rural	Total Clients
Adams	0	0	0	0	0
Arapahoe	0	0	0	0	0
Broomfield	0	0	0	0	0
Clear Creek	0	0	0	0	0
Denver	0	0	0	0	0
Douglas	63	11	26	1	253
Gilpin	0	0	0	0	0
Jefferson	0	0	0	0	0
Total	63	11	26	1	253

Service: Personal Care

Service Description

Douglas County will provide personal care services to support older adults who need hands-on assistance with activities of daily living, including bathing, dressing, grooming, mobility assistance, toileting, and medication reminders, to remain safe and independent at home. These services are critical for older adults with declining physical function and lacking a support network.

To deliver personal care services, Douglas County contracts with three licensed Colorado in-home care providers: Visiting Angels, Home Instead, and ACASA Senior Care. Each agency has extensive experience serving older adults and maintains established working relationships with local hospitals, clinics, and community partners. Douglas County plays an active oversight role by monitoring performance, reviewing monthly service data, ensuring accuracy of all required reporting, and guiding providers on program expectations and grant metrics. All agencies comply with state home care licensing requirements and employ trained, screened, and supervised personal care staff who follow consistent quality and safety standards.

Clients may self-refer or be referred by Douglas County Community Services, Human Services, Adult Protective Services, health care partners, or community organizations. A contracted provider completes an in-home eligibility assessment, gathers all OAA-required demographic and functional information, and develops an individualized care plan. Clients also receive information about other available services, voluntary contribution policies, and grievance and nondiscrimination procedures.

After enrollment, providers assign consistent personal care staff whenever possible and adjust services when client needs change. Douglas County monitors service trends, collaborates with providers to address gaps, and ensures that grant-funded hours are directed to older adults with the greatest need. All visits and units delivered are documented, and providers respond when client needs change or when additional support may be appropriate.

To better meet community demand, Douglas County is increasing planned personal care units from 4,961 to 5,100 this year while keeping the funding request the same. This efficiency allows the County to serve more vulnerable residents at a stable, competitive unit cost. With continued grant support, personal care services will remain a vital resource enabling older adults to safely age in place and avoid institutionalization.

State Service Definition

Assistance (Personal assistance, stand-by assistance, supervision or cues) with Activities of Daily Living (ADLs) and/or health-related tasks provided in a person's home and possibly other community settings. Personal care may include assistance with Instrumental Activities of Daily Living (IADLs) for persons who meet the requirements for in-home services.

1 Unit = 1 Hour

Service Budget

Revenue

Funding Source	Amount
Contracted Funds	\$186,750.00
Cash Match	\$17,250.00
In-kind Match	\$7,451.00
State Part E Match	\$0.00
Estimated Program Income	\$0.00
Total Revenue (Less Program Income)	\$211,451.00

Expenses

Expense Category	Amount
Personnel	\$7,451.00
Travel	\$0.00
Equipment	\$0.00
Contractual Services	\$204,000.00
Supplies	\$0.00
Indirect	\$0.00
Other Expenses	\$0.00
Total Expenses	\$211,451.00

Contracted Units

County	Units
Adams	0
Arapahoe	0
Broomfield	0
Clear Creek	0
Denver	0
Douglas	5,100
Gilpin	0
Jefferson	0
Total	5,100

Reimbursement Rate: \$36.62

Contracted Clients

County	Low Income	Low Income Minority	Minority	Rural	Total Clients
Adams	0	0	0	0	0
Arapahoe	0	0	0	0	0
Broomfield	0	0	0	0	0
Clear Creek	0	0	0	0	0
Denver	0	0	0	0	0
Douglas	10	1	5	1	35
Gilpin	0	0	0	0	0
Jefferson	0	0	0	0	0
Total	10	1	5	1	35

Non-Compensated Services

Services	Units
Information and Assistance	50
Outreach	520
Nutrition Education	0
Nutrition Counseling	0

Performance Standards

1. Performance will be reviewed throughout the grant agreement. Subrecipient will need to report to DRCOG whenever one or more of the following occurs:
 - a. Budget changes in excess of 10% of the total budget for any expense.
 - b. Project schedule changes.
 - c. Project outcomes were not met.
 - d. Identification of problem areas and how the problems will be solved.
 - e. Expected impacts and the efforts to recover from delays.
2. Prior written approval from DRCOG must be obtained for budget changes in excess of 10% of the total project or for any expense, project schedule changes, and any changes to this scope of work or services provided.
3. DRCOG will periodically review the estimated unit and clients served by county in this scope of work against the actual clients and units provided. Subrecipient will need to provide an explanation and details on outreach efforts to counties identified in the proposals are not served. Variances greater than 10% may require an explanation to be submitted to DRCOG.
4. Subrecipient must submit monthly claims to DRCOG for eligible costs incurred after the date of execution of this Grant through WebGrants. Claims must be submitted on the 15th of the month following the month expenses were incurred. For example, for expenses incurred in January, invoice(s) should be submitted by February 15. If the 15th falls on a weekend or holiday, the reimbursement request will be due the business day before.
 - a. For actual cost services, monthly claim submissions must include supporting documentation for costs incurred. Expenses incurred will be reviewed for allowability prior to payment being made.
 - b. For all services, monthly claim submissions must include units of service provided by county to be reimbursed. Expense cannot be reimbursed without units being provided.
5. Subrecipient must utilize the most recent State Participant Information Assessment forms or ask the same questions and enter that data timely into SUDS. DRCOG will review required data reporting quarterly and subrecipient must enter in any missing data identified during this review with the timelines identified by DRCOG staff.

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. 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.

2. Employment Eligibility Verification (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 H, 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 H 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 these requirements; 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 H.

3. 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.

4. 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 providing services delivered via one-to-one contact or as specified in the SUA Policy and Procedure Manual, Subsection 401.15. 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. Effective January 1, 2019, Contractor shall comply with the requirements outlined in SUA Policy and Procedure Manual Subsection 401.16 and the correlated DRCOG policy in which it is stipulated that a Colorado Adult Protective Services (CAPS) background check is conducted prior to hiring or contracting with a new employee who will provide direct care to an at-risk adult. 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.

5. 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 (*without the prior written approval of*

DRCOG). 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 8.0 herein.

6. 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.

7. 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.

8. 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 and State regulations. Contractor acknowledges that disclosure of protected health information to DRCOG is permitted pursuant to Federal law.

9. 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. DRCOG may, at its discretion, require periodic progress reports from the Contractor describing the current status of the service program or project. Notwithstanding, Contractor shall promptly notify DRCOG of any issues or concerns that may materially impact contract performance.

10. Monthly Data Entry.

The Federal Administration on Community Living requires certain Older Americans Act data to be reported in the Older Americans Act Performance System (OAAPS). To assist in the data collection for NAPIS, the State requires all Contractors to report services provided in the State software system as designated and assigned by the State. The State software system is currently the State Unit Data System, also referred to as SUDS. System training is available each year and is mandatory for all of Contractor's staff who have been granted access to the State's software system. Contractor shall enter the previous month's service data into the State software system **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. Contractor may not seek reimbursement for services that have not been adequately entered into the State system unless otherwise approved in writing by DRCOG. Failure to enter the State software system 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.

11. Cost Analysis/Grant Close-out Report.

Contractor shall prepare and submit to DRCOG by no later than July 31 of the State fiscal year then ended, a cost analysis report in a form approved by DRCOG, comparing actual costs incurred to reimbursements received from DRCOG. In addition, Contractor must maintain adequate supporting documentation of costs reimbursed and submit such backup information with the cost analysis report. If requested by DRCOG at any other time during the contract term, and/or if additional documentation is required, Contractor shall comply with such request.

12. Services Performance Report and Reimbursement Requests.

Contractor shall submit a monthly service performance report and reimbursement request in a form prescribed by DRCOG. 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 prescribed due date may delay processing of payments until the next calendar month or in the case of the final months' reports due on July 15 may result in denied payment by DRCOG. Contractor is responsible for the timely filing, completeness and accuracy of all service performance reports and reimbursement requests. All reports are subject to verification by DRCOG.

Contractor may not receive reimbursement for more than the actual costs incurred for the contracted service. The monthly reimbursement request must reflect actual costs incurred that can be adequately supported with documentation and that are within the calculated limit of grant funds available for drawing down that month. Costs must abide by the service budget approved by DRCOG and, notwithstanding, must be both reasonable and allowable. DRCOG agrees to reimburse Contractor via Electronic Funds Transfer (EFT) (Attachment A) into the bank account designated by Contractor upon approval of reimbursement request during regularly scheduled payment cycles.

13. Waiting Lists.

Waiting lists shall be established by the Contractor when services are available but cannot be provided to all eligible consumers requesting services. In such circumstances, Contractor shall place eligible consumers on a waiting list. Waiting list procedures must be consistent for and equitable to all eligible consumers. Contractor shall give priority to Older Americans Act targeted populations and to persons in emergency situations where the health, safety, and welfare of the applicant is in jeopardy. Additionally, due consideration shall be given to the individual's 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 shall develop a waiting list procedure in compliance with the policies set forth in Subsections 205b and 205c of the SUA Policy and Procedure Manual, as amended from time to time and, regardless of whether or not there are consumers waiting for service. Waiting list documentation may be kept in hard copy or electronically but must be printable and made available for review upon request by DRCOG or the SUA. Contractor shall retain waiting list documentation and shall not destroy any such records until notified by DRCOG.

14. Consumer Complaint/Appeal Process.

The Contractor shall develop a procedure for service recipients to use in the event that they wish to file a complaint. In addition to receiving such procedures, all consumers must be informed of their rights in the complaint and appeal process. Procedures must be 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 21 herein.

15. 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 DRCOG's request provide information evidencing Contractor's compliance with these requirements. In addition, Contractor shall distribute an annual consumer satisfaction survey designed by the State to a minimum of fifty percent (50%) of registered consumers starting in the month of February. Responses from such surveys shall be collected for reporting by the Contractor per instructions from DRCOG.

16. 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 Section 26 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.

17. On-Site Evaluation.

The Contractor may be subject to an on-site evaluation by DRCOG and/or the State and shall upon such notice, cooperate fully with requirements for the on-site evaluation, as instructed by DRCOG and/or the State.

18. Policy Changes.

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

19. Eligibility Assessments.

The Contractor shall conduct an assessment of individual eligibility prior to the delivery of any registered services and for specified services, at least annually thereafter as outlined in the SUA Policy and Procedure Manual for such services. The standardized assessment form provided by DRCOG must be utilized and may not be altered, although an addendum to the assessment may be attached to collect additional information for use by the Contractor. Contractor may conduct assessments in an electronic format provided that the form collects the same

information as required by the DRCOG assessment and has been preapproved in writing by DRCOG. Any addendum to the assessment must also 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 exists within Rule Manual Volume 10 or SUA Policy and Procedure for the contracted service. A means test may not be utilized to determine eligibility for OAA/SFSS services.

20. Target Populations.

The Contractor shall assure compliance with federal and state requirements to target the following populations of older adults: (1) greatest social need, (2) greatest economic need, (3) at risk for institutional placement, (4) low-income minority, (5) limited English proficiency, and (6) residing in rural areas. Contractor shall develop and implement a plan that directs outreach and prioritizes services to such targeted populations.

21. 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.

22. Accounting Records.

Records which identify adequately the source and application of funds for Contract activities shall be maintained for the period provided in Section 21 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.

23. 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. The Contractor shall send a copy of the most recent audit to DRCOG for review. 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.

24. 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.

25. 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); client 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.

26. 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.

27. Income Accounting Records.

Program income must be accounted for according to the additional costs alternative specified in Section 26 above and pursuant to 45 CFR, Section 74.24.

28. 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.

29. 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.

30. 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."

31. Publication, Reproduction and Use of Material.

Material produced in whole or in part under this Contract may not be subject to copyright laws.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. Termination Due to Loss of Funding.

The parties hereto expressly recognize that the Contractor is to be paid, reimbursed, or otherwise compensated with funds provided to DRCOG for the purpose of contracting for the services provided for herein, and therefore, the Contractor expressly understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent upon receipt of such funds by DRCOG. In the event that such funds or any part thereof are not received by DRCOG, DRCOG may immediately terminate this Agreement without liability, including costs for termination.

39. 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.

40. 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.

41. 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.

42. 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 below, 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.

43. 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 amendment, to retain and reallocate to other contractor's 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.

44. 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.

45. Provisions of Services: Expenditures 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 the guidelines listed above. 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.

46. Safeguarding Personally Identifiable Information (PII).

If Contractor will or may receive PII under this Contract, the Contractor shall provide for the security of such PII in a manner and form acceptable to DRCOG, including without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in C.R.S. § 24-73-103(1)(i), shall maintain security procedures and practices consistent with C.R.S. § 24-73-101, et seq., and has a statutory duty to notify and cooperate with DRCOG in the event of a security breach that compromises personal information in the most expedient time and without unreasonable delay. For purpose of this Contract, "Personally Identifiable Information" or "PII" means any information maintained about an individual that can be used to

distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in C.R.S. § 24-72-501.

47. Litigation Reporting.

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

48. Compliance with Laws.

In addition to the "Administrative Requirements" set forth in Section 3.0 herein, the Contractor and its agent(s) shall at all times during the term of this contract, be bound by and strictly adhere to the following Federal and State laws, rules, regulations and the State Unit on Aging (SUA) Policies and Procedures as they currently exist and may hereafter be amended, which documents are incorporated herein by this reference:

- A. Federal Older Americans Act;
- B. Code of Federal Regulation (CFR), Title 45 Public Welfare;
- C. Older Coloradans Act, C.R.S. 26-11-100.1 et seq.;
- D. C.R.S. Title 25 Health and 26 Human Services Code;
- E. Colorado Long-Term Care Ombudsman Act, C.R.S. 26-11.5 et seq.;
- F. Colorado Department of Human Services Staff Manual Volume 10;
- G. Administration on Aging Fiscal Guide, Older Americans Act, Titles III and VII;
- H. Colorado Retail Food Establishment Rules and Regulations;
- I. Dietary Guidelines for Americans;
- J. Dietary Reference Intakes (DRIs);
- K. SUA Policy and Procedures Manual;
- L. SUA Policy Directives;
- M. Code of Federal Regulation (CFR) Title 48 Section 3.908 Whistleblower Protection;
- N. Title II Part 200 of the Code of Federal Regulations; and
- O. CAPS Fees C.R.S. 24-75-402; CAPS Statute C.R.S. 26-3.1-111; CAPS Implementation Regulation 12 CCR 2518-1, Volume 30.960
- P. DRCOG AAA Contract Management Manual

49. Independent Contractor.

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of DRCOG. Contractor shall not have authorization, express or implied, to bind DRCOG to any agreement, liability or understanding, except as expressly set forth herein.

Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through DRCOG and DRCOG shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees.

Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by DRCOG, and (iii) be solely responsible for its acts and those of its employees and agents.

50. No Third-Party Beneficiaries.

It is expressly understood and agreed that enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to DRCOG and Contractor, and nothing contained in this Contract shall give or allow any such claim or right of action by any other third party on such Contract.

51. Choice of Law, Venue, Jurisdiction.

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

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.

2.1 Procure and Maintain

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.

2.2 Coverage Amounts

(a) 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.

(b) 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.

(c) 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; ONE MILLION DOLLARS (\$1,000,000) aggregate; ONE MILLION DOLLARS (\$1,000,000) products and completed operations aggregate; and FIFTY THOUSAND DOLLARS (\$50,000) any one fire. 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.

(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 information, including without limitation Protected Health Information ("PHI") and Personally Identifiable Information ("PII") data and claims based upon alleged violations of privacy rights through improper use or disclosure of protected information with minimum annual limits as follows:

- Contractors with 10 or less clients **or** 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 **or** 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 **or** revenues of more than \$500,000 shall maintain limits on Privacy Liability Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.

(5) Professional Liability insurance in the amount of ONE MILLION DOLLARS (\$1,000,000) each claim in the aggregate 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.

2.3 Additional Insured

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.

2.4 Certificates of Insurance

A certificate of insurance evidencing coverage and naming DRCOG, its officers, its employees and the State of Colorado as additional insureds on all general liability policies and 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
1001 17th Street, Suite 700
Denver, Colorado 80202

2.5 Coverage Requirements

(a) 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.

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

(c) 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 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.

(d) 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 DRCOG. Upon DRCOG approval and contract execution by both parties, approved Subcontractors (listed below, if applicable) 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 or other report template as approved by DRCOG.

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 Acquire of Asset.

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 Written Standards

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 Procurement

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.

Contractor shall establish written procurement procedures in compliance with 45 CFR § 74.44.

3.0 ADMINISTRATIVE REQUIREMENTS

In performance of its obligations under this Contract, Contractor shall comply with all applicable provisions of Rule Manual Volume 10, SUA Policy and Procedure Manual Subsection 313, 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 Disposition.

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.

PROPERTY INVENTORY FORM

DENVER REGIONAL COUNCIL OF GOVERNMENT, AREA AGENCY ON AGING

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: HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (“Addendum”) is a part of the Contract between the Denver Regional Council of Governments (“DRCOG”), Area Agency on Aging, and “Contractor”. For purposes of this Addendum, DRCOG, Area Agency on Aging, is referred to as “AAA” 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. AAA entered into a HIPAA Business Associate Addendum (“State Addendum”) with the Department of Human Services, Division of Aging and Adult Services (“Covered Entity” or “CE”) as required by the HIPAA Regulations, the Privacy Rule (defined below), which requires the CE, prior to disclosing protected health information to AAA, to enter into a contract containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations (“CFR”) and contained in this Addendum.
- B. Associate, as a sub-grantee of AAA, has access to certain information, some of which may constitute Protected Health Information (“PHI”) (defined below).
- C. As a subgrantee with access to PHI, Associate is a Business Associate and subject to obligations with respect to PHI under HIPAA in the same manner as the State Addendum.
- D. AAA 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, Public Law 104-191 (“HIPAA”) and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws, as amended.

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 Privacy Rule at 45 CFR Parts 160 and 164, as amended (“Privacy Rule”). In the event of any conflict between the mandatory provisions of the Privacy Rule and the provisions of this Contract, the Privacy Rule shall control. Where the provisions of this Contract differ from those mandated by the Privacy Rule, but are nonetheless permitted by the Privacy Rule, 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 Privacy Rule, including, but not limited to, 45 CFR Section 160.103.

c. “Protected Information” shall mean PHI provided by CE or AAA to Associate or created or received by Associate on CE’s or AAA’s behalf.

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 Privacy Rule if so used by CE or AAA, 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.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE or AAA, 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 CFR Section 164.502(j)(1). To the extent that Associate discloses Protected Information to a third party, Associate must obtain, prior to making any such disclosure: (i) reasonable assurances from 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 (ii) an agreement from such third party to immediately notify Associate 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 consistent with applicable law as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall maintain a comprehensive written information privacy and security program consistent with applicable law 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.

d. Reporting of Improper Use or Disclosure. Associate shall report to AAA in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) 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 substantially the same provisions as this Addendum and further identifying CE and AAA as third party beneficiaries with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of such subcontractor or agent agreement. 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. Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to

AAA by the deadline specified in a written request by AAA so that AAA may comply with any request(s) by CE to AAA for inspection and copying of records to enable CE to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to, 45 CFR Section 164.524.

g. Amendment of PHI. By the deadline specified in a written request from AAA for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to AAA to provide to CE so that CE may fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, including, but not limited to, 45 CFR Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify AAA in writing within two (2) days of receipt of the request.

h. Accounting Rights. By the deadline specified in written notice by AAA of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to AAA the information required to provide an accounting of disclosures so that AAA may forward such accounting disclosures on to CE so that CE may fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.528. As set forth in, and as limited by, 45 CFR Section 164.528, Associate shall not provide an accounting to AAA of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 CFR Section 164.506; (ii) to individuals of Protected Information about them as set forth in 45 CFR Section 164.502; (iii) pursuant to an authorization as provided in 45 CFR Section 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 CFR Section 164.510; (v) for national security or intelligence purposes as set forth in 45 CFR Section 164.512(k)(2); or (vi) to correctional institutions or law enforcement officials as set forth in 45 CFR Section 164.512(k)(5). Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within five (5) days of the receipt of the request forward it to AAA in writing, which will forward such request to CE. 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 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 compliance with the Privacy Rule. Associate shall provide to AAA a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary. AAA shall subsequently provide such information to CE.

j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary, to the extent practicable, to accomplish the purpose of the request, use or disclosure, in accordance

with the Minimum Necessary requirements of the Privacy Rule including, but not limited to 45 CFR 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. Notwithstanding 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 after termination of the Contract.

m. Associate's Insurance. Associate shall maintain casualty and liability 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. Notification of Breach. During the term of this Contract, Associate shall notify AAA within twenty-four (24) hours 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 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.

o. Audits, Inspection and Enforcement. Within ten (10) days of a written request by CE, Associate and its agents or subcontractors shall allow CE or AAA 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; (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; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Associate. 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.

p. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to AAA pursuant to the Contract, in accordance with the standards and requirements of the Privacy Rule, until such Protected Information is received by AAA, and in accordance with any specifications set forth in Attachment A.

q. 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. 164.522, Associate will restrict the use or disclosure of

an individual's Protected Information, provided Associate has agreed to such a restriction. 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 AAA.

a. Safeguards During Transmission. AAA shall be responsible for using appropriate safeguards consistent with applicable law to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Associate pursuant to this Contract, in accordance with the standards and requirements of the Privacy Rule, until such PHI is received by Associate, and in accordance with any specifications set forth in Attachment A.

b. Notice of Changes. AAA shall provide Associate with a copy of any notices of changes that it receives from the State pursuant to the State Addendum, including the following: 1) notice of privacy practices produced in accordance with 45 CFR Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may effect Associate's use or disclosure of Protected Information; 2) any changes in, or revocation of, permission to use or disclose Protected Information, to the extent it may affect Associate's permitted or required uses or disclosures; and 3) to the extent that it may affect Associate's permitted use or disclosure of PHI, any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 CFR Section 164.522. CE may effectuate any and all such notices of non-private information via posting on CE's web site. Associate shall monitor CE's designated web site for notice of changes to CE's HIPAA privacy policies and practices.

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 AAA, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by AAA 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, AAA may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, AAA 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 AAA, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which AAA has an interest.

(3) Compensation. Payment for completed supplies delivered and accepted by AAA shall be at the Contract price. In the event of a material breach under paragraph 4a, AAA may withhold amounts due Associate as AAA deems necessary to protect AAA against loss from third party claims of improper use or disclosure and to reimburse AAA 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 AAA 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 AAA shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, AAA shall either (i) terminate the Contract, if feasible or (ii) if termination of this Contract is not feasible, AAA shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services.

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 HIPAA, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HIPAA Regulations 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 AAA that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide AAA notice of the conditions making return or destruction infeasible. Upon mutual agreement of AAA and Associate that return or destruction of Protected Information is 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 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.

AAA 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. Associate acknowledges and agrees that in the event of such impermissible use or disclosure of Protected Information, AAA may seek injunctive relief if: (1) AAA will suffer real, immediate, and irreparable injury which will be prevented by injunctive relief; (2) that AAA has no plain, speedy, and adequate remedy at law; (3) that the granting of a preliminary injunction will promote the public interest in privacy rather than disserve the public interest; (4) that the balance of equities always favors the injunction in such cases; (5) that the injunction will preserve the status quo pending a trial on the merits; and (6) that AAA shall not be required to demonstrate a reasonable probability of success on the merits in order to obtain injunctive relief.

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, 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 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.

AAA makes no warranty or representation that compliance by Associate with this Contract, HIPAA or the HIPAA Regulations 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 HIPAA 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 HIPAA, the HIPAA Regulations 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. This Addendum may be amended upon written notice by AAA to Associate, provided that such amendment is necessary to assure ongoing compliance with the State Addendum, HIPAA, the Privacy Rule and other applicable laws relating to the security or privacy of PHI. The parties understand and agree that CE and AAA must receive satisfactory written assurance from Contractor that Contractor will adequately safeguard all Protected Information. Upon the request of any 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 HIPAA, the Privacy Rule or other applicable laws. AAA may terminate this Contract upon thirty (30) days written notice in the event (i) Contractor does not promptly enter into negotiations to amend this Contract when requested by CE or AAA pursuant to this Section or (ii) Contractor does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE or AAA, in their discretion, deem sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

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 or AAA, at no cost to CE or AAA, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against AAA, its directors, officers or employees based upon a claimed violation by associate, its subcontractors, employees or agent of HIPAA, the Privacy Rule or other laws relating to security and privacy or PHI covered by this Addendum, except where Associate or its subcontractor, employee or agent is a named adverse party.

12. No Third-Party Beneficiaries.

The Department of Human Services, Division of Aging and Adult Services, is a Third-Party Beneficiary to this Agreement with rights of enforcement and indemnification in the event of any violation of the Contract. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than The Department of Human Services, Division of Aging and Adult Services, 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 HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms.

Notwithstanding anything herein to the contrary, Associate’s obligations under Section 4(d) (“Effect of Termination”) 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.

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 Representative:

Name: Tim Feld
Title: HIPAA Compliance Coordinator
Address: 1001 17th Street, Suite 700
Denver, CO 80202

Contractor/Business Associate Representative:

Name: _____

Title: _____

Department/Division: _____

Address: _____

ATTACHMENT to Exhibit G

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 upon contract execution. 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 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 H: 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 in 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.

ATTACHMENT A



ACH Payment Request Form

***Email request to: Accountspayable@drcog.org**

Section 1 Your Company Information:

Company Name: _____ FED ID: _____
Requested by: _____ Telephone Number: _____

Email address(s) (this is for payment notifications): _____

Section 2 Bank Information*:

Name of Financial Institution: _____
Routing Number: _____
Account Number: _____

ACH Information: By submitting this form, you authorize DRCOG to initiate ACH transactions to the account noted above.

***Please include a voided check or official bank letter with this form.**

For Internal Use Only

Input in GP: _____
Prenote completed: _____ Verified by: _____