

**STATE OF COLORADO**  
**Department of Health Care Policy and Financing**  
**Contract with**  
**Boulder County Area Agency on Aging**  
**for COLORADO DENTAL HEALTH CARE PROGRAM FOR**  
**LOW-INCOME SENIORS**

This Agreement (hereinafter called "Contract") is entered into by and between **Boulder County Area Agency on Aging, P.O. Box 471, Boulder, CO 80306** (hereinafter called "Contractor" or "Qualified Grantee"), and the STATE OF COLORADO acting by and through the Department of Health Care Policy and Financing, 1570 Grant Street, Denver, Colorado 80203 (hereinafter called the "State" or "Department"). Contractor and the State hereby agree to the following terms and conditions.

This Contract shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

Senate Bill (SB) 14-180 created the Colorado Dental Health Care Program for Low-Income Seniors (Senior Dental Grant Program) under the Department of Health Care Policy and Financing (the Department) effective July 1, 2015. SB 14-180 ended the Old Age Pension (OAP) Dental Grant program administered by the Department of Public Health and Environment (CDPHE), effective June 30, 2015, as the target population was offered publicly funded dental benefits through Health First Colorado and the OAP Health and Medical Care Program. SB 14-180 not only transferred the program to the Department, but also changed the target population to low-income seniors who are not eligible for dental services under any other dental health care program, and changes how the program is operated. The Senior Dental Grant Program grants funds to Area Agencies on Aging (AAA), community-based organizations and foundations, Federally Qualified health centers (FQHC), safety-net clinic, health districts, local public health agency, and private dental practices to promote the health and welfare of Colorado's low-income seniors by providing access to dental care to individuals age 60 and over who are not eligible for services under any other dental health care program, such as Health First Colorado, or the OAP Health and Medical Care Program or private dental insurance.

The Colorado Dental Health Program for Low-Income Seniors available funds for the FY 2019-20 shall begin July 1, 2019 and shall end June 30, 2020

Subject to available funding and contractor performance, the Department may renew this Contract annually for up to three (3) additional years.

The Department has a limited amount of grant funds to be expended each State Fiscal Year. It reserves the right to reconcile the funds available in the pot at any time. The Department will attempt to distribute any shortfall equitably among all Contractors. It may be possible, however, that a Contractor may have its award decreased due to the reconciliation. It also may be possible, that funds may be equitably distributed for any increase in funding available.

The parties agree that the timelines and instructions in the Statement of Work below are crucial. Should the Contractor miss a deadline, or its invoices require correction, the Contractor will be provided one written warning to improve. Should the issues continue, the Department will consider terminating this Contract for failure to follow the provisions of this Contract.

The amount of the grant award to the Contractor is **\$136,469**.

## **STATEMENT OF WORK**

### **1.0 TERMINOLOGY**

- 1.1 Acronyms, abbreviations and other terminology are defined at their first occurrence in this document. The following list is provided to assist the reader in understanding acronyms, abbreviations, and terminology used throughout this document.
  - 1.1.1 AAA – Any Area Agency on Aging.
  - 1.1.2 Arrange For or Arranging For – Demonstrating established relations with Qualified Providers for any of the Covered Dental Care Services not directly provided by the Qualified Grantee.
  - 1.1.3 Business Day – Any day in which the Department is open and conducting business, but shall not include Saturday, Sunday, or any day which the Department observes one of the holidays listed in CRS §24-11-101(1).
  - 1.1.4 CDPHE – Colorado Department of Public Health and Environment.
  - 1.1.5 Contract – this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
  - 1.1.6 Contract Funds – the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the Department under this Contract.
  - 1.1.7 CORA – the Colorado Open Records Act, C.R.S. §24-72-200.1, *et. Seq.*
  - 1.1.8 Covered Dental Services – The Current Dental Terminology (CDT) procedure codes and descriptions for the Colorado Dental Health Care Program for Low-Income Seniors as published on the Department’s website.
  - 1.1.9 C.R.S. – Colorado Revised Statutes.
  - 1.1.10 DAC –Dental Advisory Committee.
  - 1.1.11 Dental Health Professional Shortage Area or Dental HPSA – A geographic area, population group, or facility so designated by the Health Resources and Services Administration of the U.S. Department of Health and Human Services.
  - 1.1.12 Department – Colorado Department of Health Care Policy and Financing.

- 1.1.13 Economically Disadvantaged – A person whose Income is at or below 250% of the most recently published federal poverty level for a household that size.
- 1.1.14 Effective Date – This Contract shall not be valid or enforceable until the Effective Date. The Department shall not be bound by any provision of the Contract before the Effective Date and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.
- 1.1.15 Eligible Senior – An adult who is 60 years of age or older, who is Economically Disadvantaged, who can demonstrate lawful presence in the state in accordance with 1 CCR 201-17, who is not eligible for dental services under Health First Colorado or the Old Age Pension Health and Medical Care Program, and who does not have private dental insurance.
- 1.1.16 FQHC – Federally Qualified Health Center is a federally funded nonprofit health center or clinic that serves medically underserved areas and populations as defined in 42 U.S.C. section 1395x (aa)(4).
- 1.1.17 Grantee – Any health care professional or entity that has been accepted as a grantee in the Colorado Dental Health Care Program for Low-Income Seniors.
- 1.1.18 Health First Colorado – The Colorado Medial assistance program as defined in article 4 of title 25.5, C.R.S. (2018)
- 1.1.19 HIPAA – the Health Insurance Portability and Accountability Act of 1996.
- 1.1.20 Incident – means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in C.R.S. §24-37.5-401, *et. Seq.*, Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- 1.1.21 Income – Any cash, payments, wages, in-kind receipt, inheritance, gift, prize, rents, dividends, or interest that are received by an individual or household. Income may be self-declared. Resources are not included in income.
- 1.1.22 Max Allowable Fee – The total reimbursement listed by procedure for Covered Dental Care Services under the Colorado Dental Health Care Program for Low-Income Seniors. The Max Allowable Fee is the sum of the Program Payment and the Max Patient Co-Pay.
- 1.1.23 Max Patient Co-Pay – The maximum amount that a Qualified Provider may collect from an Eligible Senior listed by procedure for Covered Dental Services under the Colorado Dental Health Care Program for Low-Income Seniors.
- 1.1.24 Medicare – The federal health insurance program for people who are 65 years of age or older, certain younger people with disabilities, and people with end-stage renal disease.

- 1.1.25 MSP – Medicare Savings Program is one of a group of programs Colorado residents can apply for if they have Medicare. MSPs help individuals with limited income and resources pay for some or all their Medicare premiums and may also pay their Medicare deductibles and coinsurance. MSP recipients can be Eligible Seniors if they are not also enrolled in Health First Colorado.
- 1.1.26 MMIS – Medicaid Management Information Systems.
- 1.1.27 Old Age Pension Health and Medical Care Program – The program described at 10 CCR 2505-10, section 8.940 et. Seq. and as defined in sections 25.5-2-101 and 26-2-111(2), C.R.S. (2018).
- 1.1.28 Party – The State or Contractor, and “Parties”: means both the State and Contractor.
- 1.1.29 PHI – Protected Health Information
- 1.1.30 PII – means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, or employment information. PII includes, but is not limited to, all information defined as personally identifiable information in C.R.S. §24-72-501.
- 1.1.31 Program Payment – The maximum amount by procedure listed for Covered Dental Care Services for which a Qualified Grantee may invoice the Department under the Colorado Dental Health Care Program for Low-Income Seniors.
- 1.1.32 QI-1 – Qualifying Individual – Individuals must apply every year; does not qualify for any Health First Colorado pays Part B premiums only.
- 1.1.33 QMB – Qualified Medicare Beneficiary – Health First Colorado pays for some or all of Medicare Part A premiums, Part B premiums, Medicare deductibles, co-insurance, and co-pays.
- 1.1.34 QMB Dual Eligible (Medicare/Health First Colorado) – Qualified Medicare Beneficiary Dual Eligible - 65 years or older, or disabled, status under Social Security or Railroad Retirement assistance with Medicare premiums and out of pocket Health First Colorado expenses.
- 1.1.35 Qualified Grantee – An entity that can demonstrate it can provide or Arrange For the provision of Covered Dental Care Services and may include but is not limited to:
- 1.1.35.1 An Area Agency on Aging, as defined in section 26-11-201, C.R.S. (2014);
  - 1.1.35.2 A community-based organization or foundation;
  - 1.1.35.3 A Federal Qualified Health Center, safety-net clinic, or health district;
  - 1.1.35.4 A local public health agency; or
  - 1.1.35.5 A private dental practice.
- 1.1.36 Qualified Provider – A licensed dentist or dental hygienist in good standing in Colorado or a person who employs a licensed dentist or dental hygienist in good standing in Colorado and who is willing to accept reimbursement for Covered Dental Services. A Qualified

Provider may also be a Qualified Grantee if the person meets the qualifications of a Qualified Grantee.

- 1.1.37 Senior Dental Advisory Committee (DAC) – The advisory committee established pursuant to section 25.5-3-406, C.R.S. (2018).
- 1.1.38 Senior Dental Grant Program – Colorado Dental Health Care Program for Low-Income Seniors.
- 1.1.39 SharePoint – A cloud-based service used by the Department to send and receive files and invoices securely.
- 1.1.40 SLMB – Specified Low-Income Medicare Beneficiary – Age 65 or older or disabled, limited financial resources and income, Health First Colorado pays Part B premiums only.
- 1.1.41 State Confidential Information – Any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PHI, PII, Tax Information and State personnel records not subject to disclosure under CORA.
- 1.1.42 State Fiscal Rules – The fiscal rules promulgated by the Colorado State Controller pursuant to C.R.S. §24-30-202(13)(a).
- 1.1.43 State Fiscal Year or SFY – A twelve-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

## **2.0 GENERAL REQUIREMENTS**

- 2.1 The Qualified Grantee shall comply with all program rules stipulated in 10 CCR 2505-10, Section 8.960 and any policy directives by the Department.
- 2.2 The Qualified Grantee shall direct seniors to apply for dental and oral health coverage through Health First Colorado or the OAP Health and Medical Care Fund if they do not qualify for the Senior Dental Grant Program.
- 2.3 The Qualified Grantee shall only use Senior Dental Grant Program funds to provide dental services to adults who are 60 years of age or older, who are at or below 250% of the most current Federal Poverty Level guidelines, who are lawfully present in the state, who do not qualify for Health First Colorado or the OAP Health and Medical Care Program, and who do not have private dental coverage.
- 2.4 The Qualified Grantee shall provide the Department with a list of all Qualified Providers within ten (10) business days of beginning of this Contract.
- 2.5 The Qualified Grantee shall notify the Department of any changes in the Qualified Providers throughout the term of this Contract within ten (10) business day of the change.
- 2.6 The Qualified Grantee shall notify the Department immediately if any Qualified Provider licensed to practice dentistry in Colorado, that accepts funds from the Senior Dental Grant Program, is no longer licensed in good standing with the Colorado Dental Board.

- 2.7 The Qualified Grantee shall not invoice the Department more than the Max Allowable Fee per procedure listed in the Covered Dental Care Services for the Senior Dental Grant Program.
- 2.8 The Qualified Grantee shall not invoice the Department for any dental procedures that are not listed in the Covered Dental Services for the Senior Dental Program.
- 2.9 The Qualified Grantee shall not ask the Qualified Senior to pay more than the Max Patient Co-Pay listed in the Covered Dental Services for the Senior Dental Grant Program.
- 2.10 The Qualified Grantee shall not invoice the Department prior to any dental services being performed and completed.
- 2.11 The Qualified Grantee shall not invoice the Department for more than seven percent (7%) of the invoice amount for administrative purposes.
- 2.12 The Qualified Grantee shall not invoice the Department for services covered by CDPHE, Health First Colorado, OAP, or any other oral health benefit.
- 2.13 The Qualified Grantee shall not surpass the Senior Dental Program's Awarded amount without first obtaining written permission from the Department.
- 2.14 The Qualified Grantee shall distribute grant funds to Qualified Providers in their service area or directly provided Covered Dental Care Services to Eligible Seniors in their service area.
- 2.15 The Qualified Grantee shall not submit duplicate invoices to the Department.
- 2.16 The Qualified Grantee shall identify and provide outreach to Eligible Seniors and Qualified Providers.
- 2.17 If the Qualified Grantee is unable to contact an Eligible Senior for delivery of a denture created under the Senior Dental Program, the Qualified Grantee may receive partial reimbursement.
  - 2.17.1 The Qualified Grantee may submit an invoice from the prosthodontic laboratory along with the denture to the Department to the attention of the Senior Dental Program Administrator.
  - 2.17.2 If the Eligible Senior is deceased, the denture does not need to be sent to the Department if a death certificate or other evidence of death is provided with the lab's invoice.
  - 2.17.3 The Qualified Grantee may be reimbursed the amount of the prosthodontic laboratory invoice or the Senior Dental Program's fee schedule, whichever is less.
- 2.18 The Qualified Grantee shall demonstrate collaboration with community-based organizations in its annual report. The Qualified Grantee shall achieve this collaboration by documenting, at a minimum, the following:
  - 2.181 Exchanging ideas and information with community-based organizations in the effort to reach out to Eligible Seniors.
  - 2.182 Have regular short-term milestones.
  - 2.183 Focus on underlying causes if there is low participation of Eligible Seniors in the Senior Dental Program.
  - 2.184 Have clear goals and strategies to create and maintain a collaborative environment.

- 2.185 Have clear values to identify risks.
- 2.186 Have an ethics policy in place to deal with any conflict of interests that may arise.
- 2.187 Listing lessons learned in the collaborative relationship and what changes may be made in the future to increase the number of seniors served under this Contract.
- 2.19 The Qualified Grantee shall ensure that Eligible Seniors receive Covered Dental Care Services efficiently without duplication of services.
- 2.20 The Qualified Grantee shall maintain records for a minimum of six (6) years that includes but is not limited to:
  - 2.20.1 Names of Eligible Seniors;
  - 2.20.2 Eligible Seniors' documentation showing date of birth;
  - 2.20.3 Date(s) of service;
  - 2.20.4 Dental service(s) provided;
  - 2.20.5 Qualified Provider performing the dental services;
  - 2.20.6 Tooth numbers, surfaces, and quadrants;
  - 2.20.7 Co-payments received from Eligible Seniors for said dental services;
  - 2.20.8 Eligible Seniors proof of income or statement showing the Eligible Senior self-declared;
  - 2.20.9 Amount invoiced to the Department for said services; and
- 2.21 Eligible Senior's documentation showing lawful presence in the state of Colorado and a signed Senior Dental Program lawful presence affidavit form.
- 2.22 The Qualified Grantee shall invoice the Department using the authorized Excel format of the Department's choosing.
- 2.23 The Qualified Grantee shall provide copies of any supporting documentation to the Department upon request of the Department and without charge.
- 2.24 The Qualified Grantee shall provide primary and secondary point of contact information that includes, at a minimum, the following: Name, phone number, and email address.
- 2.25 The Qualified Grantee shall notify the Department immediately of any changes in contact's name, phone numbers, or emails.
- 2.26 The Qualified Grantee shall respond to all telephone calls, voicemails and e-mail inquiries from the Department within one (1) business day.
- 2.27 The Qualified Grantee shall enable all Qualified Grantee staff to exchange documents and electronic files with the Department staff in formats compatible with the Department's systems.

### **3.0 IDENTIFYING ELIGIBLE SENIORS AND PRIORITIZING CARE**

- 3.1 The Qualified Grantee shall identify Eligible Seniors. This shall include, at a minimum, all of the following:

- 3.1.1 Use existing income determinations, create a specific income determination for the Senior Dental Grant Program, or Eligible Seniors may self-declare current income.
- 3.1.2 Perform reasonable screening to determine eligibility for Health First Colorado or the OAP Health and Medical Care Program.
- 3.1.3 Obtain denial letters if the senior appears to be categorically eligible for Health First Colorado or any other public health program.
- 3.1.4 Review original and obtain copies of the reviewed documentation that the potentially Eligible Senior is lawfully present in the state of Colorado.
- 3.1.5 Retaining all above documents in the Eligible Seniors file for a minimum of six (6) years as described above in part 2.19.
- 3.2 Prioritize Covered Dental Services for Eligible Seniors most in need of dental care.

**4.0 INVOICING**

- 4.1 The Qualified Grantee shall provide the monthly invoice by the 15<sup>th</sup> of the following month. If the 15<sup>th</sup> is not a business day, the invoice shall be due the previous business day to receive payment from the Department within thirty (30) days after the due date. The due dates for FY2019-20 are as follows:

<b>INVOICE MONTH</b>	<b>DUE DATE</b>
July 2019	August 15, 2019
August 2019	September 13, 2019
September 2019	October 15, 2019
October 2019	November 15, 2019
November 2019	December 13, 2019
December 2019	January 15, 2020
January 2020	February 14, 2020
February 2020	March 13, 2020
March 2020	April 15, 2020
April 2020	May 15, 2020
May 2020	June 15, 2020
June 2020	July 15, 2020

- 4.2 If the monthly invoice is submitted and all fields are not completed acceptably, the invoice will be rejected and the Qualified Grantee will be informed by the Department. If this should occur the Department will pay the Qualified Grantee within sixty (60) days of the date of the corrected invoice.



- 4.3 The Department will pay no more than the Program Payment for Covered Dental Care Services.
- 4.4 It is the judgement of the Qualified Grantee whether to charge the Eligible Senior a co-payment. If an Eligible Senior is charged a co-payment the Qualified Grantee shall not exceed the Max Patient Co-Pay amount.
- 4.5 Covered Dental Care Services must be provided prior to submitting an invoice for that Eligible Senior.
- 4.6 No Qualified Provider should be informed by the Qualified Grantee that a treatment plan that leads into the following State Fiscal Year will be paid by the Department as the Senior Dental Grant Program is contingent upon appropriation by the General Assembly and is subject to available funding.
- 4.7 Invoices indicating more than seven percent (7%) administrative purposes of the amount being paid will be rejected and the terms listed in 4.2 will apply.
- 4.8 Invoices will be submitted to the Department via SharePoint only.

## **5.0 ANNUAL REPORTING**

- 5.1 The Qualified Grantee shall submit a Senior Dental Grant Program Annual Report to the Department no later than September 1<sup>st</sup> and annually thereafter.
- 5.2 The Annual Report shall be in a format specified by the Department and will include information for the July 1 through June 30 grant period.
- 5.3 The Annual Report shall include, at the minimum, the following information:
  - 5.3.1 The total number of Eligible Seniors served.
  - 5.3.2 The categories of Covered Dental Services provided.
  - 5.3.3 An itemization of Senior Dental Grant Program administrative expenditures.
  - 5.3.4 Any problems encountered; and
  - 5.3.5 Any other information deemed relevant by the Department.

## **6.0 AUDITS OF QUALIFIED GRANTEE PERFORMANCE**

- 6.1 Auditing files.
  - 6.1.1 Random audits may occur at any time and may occur up to four (4) times per year. If the audit is not on-site, the Qualified Grantee will have ten (10) business days to send the information to the Department.
  - 6.1.2 If the files do not reach the Department within ten (10) business days refer to 6.3.
  - 6.1.3 A report of the findings will be sent to the Qualified Grantee and a copy will also be put in the Qualified Grantee's file at the Department.

- 6.2 If the Department receives any complaints regarding the mistreatment of an Eligible Senior, the Eligible Senior will be instructed to file a complaint with the Department of Regulatory Agencies. If the complaint proves to be factual refer to 6.3.
- 6.3 If the Department discovers that the Qualified Grantee has not complied with any requirements of this Contract with the Department the following, at a minimum, will ensue:
- 6.3.1 The Qualified Grantee will receive a written corrective action for the first offense and a corrective action plan must be submitted to the Department within ten (10) business days of notification of the corrective action.
- 6.3.2 If a second offense occurs the Qualified Grantee will be terminated from the Senior Dental Grant Program and all remaining awarded grant monies will be revoked.

## **7.0 CONFLICTS OF INTEREST**

### **7.1 Actual Conflicts of Interest**

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor's or Subcontractor's employee, officer, or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

### **7.2 Apparent Conflicts of Interest**

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities, or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

### **7.3 Disclosure to the State**

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

## **8.0 INDEMNIFICATION**

### **8.1 General Indemnification**

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Contractor,

or its employees, agents, third-party contracts, or assignees in connection with this Contract.

## **9.0 COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-1)**

### **9.1 CONTROLLER APPROVAL. C.R.S. §24-30-202(1)**

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee.

### **9.2 FUND AVAILABILITY. C.R.S. §24-30-202(5.5)**

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

### **9.3 GOVERNMENTAL 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, protections, 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. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b).

### **9.4 INDEPENDENT QUALIFIED GRANTEE**

Grantees shall perform its duties hereunder as a Grantee and not as an employee. Neither Grantee nor any agent or employee of the Grantee shall be deemed to be an agent or employee of the State. Grantees and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits will be available to grantees and its employees and agents only if such coverage is made available to Grantee or a third party. Grantees shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantees 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 the State, and (iii) be solely responsible for its acts and those of its employees and agents.

### **9.5 COMPLIANCE WITH LAW**

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

### **9.6 VENDOR OFFSET. C.R.S. §§24-30-202(1) AND 24-30-202.4**

[Not applicable to intergovernmental agreements] Subject to C.R.S. §24-30-202.4(3.5), the State Controller may withhold payment under the States vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in C.R.S. §39-21-101, *et seq.*; (iii) unpaid loans due to the Student Loan Division of the Department of

Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action.

**9.7 PUBLIC CONTRACTS FOR SERVICES. C.R.S.**

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract through participation in the E-Verify Program established under Pub. L. 104-208 or the State verification program established pursuant to C.R.S. §8-17.5-102(5)(c). Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (i) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, (ii) shall notify the Subcontractor and the contracting State agency within three (3) days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Contractor fails to comply with any requirement of this provision or C.R.S. §8-17.5-101, *et seq.*, the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Grantee shall be liable for damages.

**9.8 PUBLIC CONTRACTS WITH NATURAL PERSONS. C.R.S. §24-76.5-101, *et seq.***

Grantees, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of C.R.S. §24-76.5-101, *et seq.*, and (iii) has produced one form of identification required by C.R.S. §24-76.5-103, prior to the Effective Date of this Contract.

**8.0 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).**

8.1 Federal law and regulations governing the privacy of certain health information requires a business associate contract between the Department and the contractor. 45 C.F.R. § 164.504(E). Attached hereto and incorporated herein by reference and agreed to by the parties is a HIPAA Business Associate Addendum for HIPAA compliance. Terms of the Addendum shall be considered binding upon the execution of this contract and shall remain in effect during the term of the contract including any extensions.

**SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

\* Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

<p style="text-align: center;"><b>CONTRACTOR</b> <b>Boulder County Area Agency on Aging</b></p> <hr/> <p style="text-align: center;">*Signature</p> <p><b>Date:</b> _____</p> <p><b>By:</b> _____</p> <p><b>Title:</b> _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> <b>Jared S. Polis, Governor</b> Department of Health Care Policy and Financing Kim Bimestefer, Executive Director</p> <hr/> <p><b>By:</b> Kim Bimestefer, Executive Director</p> <p>Signatory avers to the State Controller or delegate that Contractor has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules</p> <p><b>Date:</b> _____</p> <hr/> <p style="text-align: center;"><b>LEGAL REVIEW</b> <b>Phil Weiser, Attorney General</b></p> <p><b>By:</b> _____ Signature - Assistant Attorney General</p> <p><b>Date:</b> _____</p>
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In accordance with CRS §24-30-202, this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

**By:** \_\_\_\_\_  
Department of Health Care Policy and Financing

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

## EXHIBIT A, HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (“Addendum”) is part of the Contract between the State of Colorado, Department of Health Care Policy and Financing and the Contractor. For purposes of this Addendum, the State is referred to as “Department”, “Covered Entity” or “CE” and the Contractor is referred to as “Associate”. Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to “the Contract” or “this Contract” include this Addendum.

### RECITALS

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

The parties agree as follows:

1. Definitions.

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

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

c. “Protected Information” shall mean PHI provided by CE to Associate or created, received, maintained or transmitted by Associate on CE’s behalf. To the extent Associate is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this Contract does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access and amendment of Associate’s PHI.

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

## 2. Obligations of Associate.

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

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the HIPAA Rules if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164.502(j)(1). To the extent that Associate discloses Protected Information to a third party Subcontractor, Associate must obtain, prior to making any such disclosure: (i) reasonable assurances through execution of a written agreement with such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and that such third party will notify Associate within five (5) business days of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach. Additional provisions, if any, governing permitted disclosures of Protected Information are set forth in Attachment A.

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



safeguards as needed to ensure continued provision of reasonable and appropriate protection of Protected Information.

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

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

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

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

h. Accounting Rights. Associate and its agents or Subcontractors shall make available to CE, within ten (10) business days of notice by CE, the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the HIPAA Rules, including, but not limited to, 45 C.F.R. Section 164.528. In the event that the request for an accounting is delivered directly to Associate or its agents or Subcontractors, Associate shall within five (5) business days of the receipt of the request, forward it to CE in writing. It shall be CE's

responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall keep records and make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the “Secretary”), in a time and manner designated by the Secretary, for purposes of determining CE’s or Associate’s compliance with the HIPAA Rules. Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary when the Secretary is investigating CE. Associate shall cooperate with the Secretary if the Secretary undertakes an investigation or compliance review of Associate’s policies, procedures or practices to determine whether Associate is complying with the HIPAA Rules, and permit access by the Secretary during normal business hours to its facilities, books, records, accounts, and other sources of information, including Protected Information, that are pertinent to ascertaining compliance.

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

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

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

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

n. Notification of Breach. During the term of this Contract, Associate shall notify CE within five (5) business days of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of Protected Information and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall not initiate notification to affected individuals per the HIPAA Rules without prior notification and approval of CE. Information provided to CE shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed during the breach. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

o. Audits, Inspection and Enforcement. Within ten (10) business days of a written request by CE, Associate and its agents or Subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided, however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; and (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract.

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

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. Section 164.522, Associate will restrict the use or disclosure of an individual's Protected Information. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protected Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

### 3. Obligations of CE.

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

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

### 4. Termination.

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall

constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by CE pursuant to the provisions of the Contract covering termination for cause, if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

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

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

b. Reasonable Steps to Cure Breach. If CE knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement, then CE shall take reasonable steps to cure such breach or end such violation. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall terminate the Contract, if feasible. If Associate knows of a pattern of activity or practice of a Subcontractor or agent that constitutes a material breach or violation of the Subcontractor's or agent's obligations under the written agreement between Associate and the Subcontractor or agent, Associate shall take reasonable steps to cure such breach or end such violation, if feasible.

c. 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 Protected Information, Associate shall certify in writing to CE that such Protected Information has been destroyed.

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

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

6. No Waiver of Immunity. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.* or the

Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now in effect or hereafter amended.

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

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

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

10. Amendment.

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

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

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

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

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

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

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

## ATTACHMENT A

This Attachment sets forth additional terms to the HIPAA Business Associate Addendum, which is part of the Contract between the State of Colorado, Department of Health Care Policy and Financing and the Contractor and is effective as of the date of the Contract (the "Attachment Effective Date"). 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:

"No Additional Permitted Uses" or type in additional permitted uses

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:

"No additional permitted disclosures" or type any additional permitted disclosures.

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:**

"No subcontractors" or type the names of any subcontractors that will receive Protected Information.

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 Protected Information upon such receipt:

Upon receipt of PHI from the Department.

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:

"No additional restrictions on Use of Data" or type any additional restrictions.

6. **Additional Terms**. **This may include specifications for disclosure format, method of transmission, use of an intermediary, use of digital signatures or PKI, authentication, additional security or privacy specifications, de-identification/re-identification of data, etc.**

"No additional terms" or type any additional terms.