PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July 2020 by and between the County of Weld, State of Colorado, by and through the Board of County Commissioners of Weld County, on behalf of the Weld County Department of Human Services' Area Agency on Aging, hereinafter referred to as "AAA" or "County" and [Provider Name], hereinafter referred to as “[Provider Name]” or Provider agency.

WITNESSETH:

WHEREAS, In-Home Services for older adults, as defined by the 12 CCR 2510-1, Colorado Older Americans Act, Volume 10, are widely recognized as valued services that assist individuals who experience difficulty performing activities of daily living to remain in their homes and to live independently.

WHEREAS, AAA serves as the advocate and focal point for older persons with the greatest economic and social need, and

WHEREAS, [Provider Name] is an organization existing for the purpose of providing homemaker and personal care services to residents of Weld County, and

WHEREAS, AAA desires to purchase homemaker and personal care services for low-income seniors from [Provider Name].

NOW THEREFORE, it is mutually agreed:

1. The AAA hereby agrees to reimburse Provider agency for services at the rate of $27.00 per unit of service (1 unit of service = 1 hour of personal care and/or homemaker services).

2. Provider agency agrees to commence services within thirty (30) days after the signing of the Agreement and assure completion of all services required hereunder by June 30, 2021.

3. Provider agency will not accept donations related to the services provided in this agreement. All donations received related to the services provided under this agreement must be referred to AAA.

4. Provider agency understands that AAA is required to conduct an on-site evaluation of the activities conducted under this Agreement and to monitor on an ongoing basis the performance of Provider agency. The evaluations insure that the funds made available by this Agreement are expended in keeping with the purposes for which they were awarded. Provider agency accordingly agrees to cooperate fully with the AAA in the conduct of such evaluation and monitoring, including the keeping and supplying of such
information, and providing access to documents and records to the AAA for audit purposes. Provider agency further agrees to do all things necessary to enable AAA to fulfill its obligation to the State of Colorado and the United States Government.

5. Any changes, including any increase or decrease in the amount of Provider agency’s compensation, and including changes in budget allocations, which are mutually agreed upon by and between AAA and Provider agency shall be incorporated in written amendments to this Agreement and in appropriate revisions to the grant proposal.

6. Provider agency understands and agrees that the following provisions are part of the official application as such become binding upon commencement of the project.

   a. This Agreement and the provisions of services hereunder shall be subject to the laws of Colorado and be in accordance with the policies, procedures, and practices of the County, the Older Americans Act, the policies and procedures established by the State Unit on Aging, and the terms and conditions of the project application approved by AAA.

   b. This award is made for the initial term stated in the Agreement. This Agreement in no way implies that further funding beyond the initial term is available. Funding for future terms is contingent upon the availability of funds and approval of future project applications.

   c. Provider agency agrees to keep records and make reports on the forms required by the AAA and in accordance with guidelines issued by the State of Colorado and the Administration on Aging, specifically,

      i. To submit monthly financial and programmatic reports to the AAA by the 10th of the following month;
      ii. To submit other reports to the AAA as requested;
      iii. Maintain a computer system that will be able to manage all required AAA reporting software;
      iv. Maintain internet access in order to transfer all required data to the AAA.

   d. Agrees to advise the AAA of needed program and financial changes and await approval from the AAA prior to change implementation.

   e. Agrees to have policies and procedures for complaint/appeal tracking, timely disposition of complaints/appeals and documentation of such processes that include all information in Exhibit C. A complaint log shall be kept on file and shall be available for AAA review as requested. Recipients must also be provided the AAA complaints and appeal process.
f. Agrees to have a client grievance policy, which will address any alleged infractions of any federal state or local laws by Provider agency against recipients of or applicants for services.

g. Agrees to perform background checks of all employees, volunteers or subcontractors pursuant to C.R.S. 27-90-111 and in accordance with the policy of AAA and the State Unit on Aging.

h. Agrees to be licensed by the State of Colorado to perform the services provided.

i. Agrees to follow all policies of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) regarding privacy of records.

j. AAA reserves the right to conduct an investigation on a complaint received by a consumer.

7. **Performance Measures**
   a. As part of the State’s Unit on Aging performance-based requirement, the AAA will survey recipients in the month of February. During this time, provider agencies will not be allowed to survey clients. This month is subject to change each fiscal year.

8. **Scope of Work**
   a. Definitions (Volume 10 Older Americans Act State Unit on Aging Policy and Procedure Manual 8-12-2019)
      i. “Frail” means an older adult who is determined to be functionally impaired due to inability to perform at least two Activities of Daily Living without substantial human assistance, including verbal reminding, physical cueing, or supervision; or, a cognitive or other mental impairment, requiring substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to self or others.
      ii. “Homemaker Services” means providing 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.
      iii. “Homemaker Eligibility” is restricted to those persons who are unable to perform at least two Instrumental Activities of Daily Living without substantial human assistance, including verbal reminding, physical cueing, or supervision; or due to a cognitive or other mental impairment, requires substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or to another individual.
1. Instrumental Activities of Daily Living (IADL) shall include:
   a. Meal Preparation
   b. Housework
   c. Laundry
   d. Shopping
   e. Medication Management
   f. Appointment Management
   g. Money Management
   h. Accessing Resources/Transportation
   i. Telephone

iv. “Personal Care” means providing personal assistance, stand-by assistance, supervision or cues for persons who meet the requirements for in-home services.

v. “Personal Care Eligibility” is restricted to those persons who fit the definition of “frail” within the Older Americans Act.

1. Activities of Daily Living (ADL) shall include:
   a. Mobility
   b. Transfers
   c. Bladder Care
   d. Bowel Care
   e. Bathing
   f. Dressing
   g. Eating
   h. Hygiene

vi. All Weld County adults age sixty and older who meet the necessary definitions in this section shall be eligible for services. If resources are not available to serve eligible older adults who require services, preference and priority shall be given to those eligible persons at greatest social and economic need with particular attention to low-income minority, frail, and older adults residing in rural areas. In-home services shall be made available to individuals with Alzheimer’s disease and related disorders or with neurological and organic brain dysfunction and their families.

b. General Guidelines
   i. Upon referral to the AAA recipients will be assessed by the Community Services Coordinator using the standard Title III NAPIS Intake form at the time of the initial enrollment and each six-month period thereafter. In the event the coordinator is not available, assessments may be completed by authorized AAA staff.
   ii. Recipients must be 60 years of age or older and live in Weld County.
   iii. Recipients must meet the criteria for homemaker/personal care services as outlined in regulations. AAA will follow Older Americans Act and target populations with greatest economic need; greatest social need: low-income minority; frail; and older individuals residing in rural areas.
iv. Vouchers will be prioritized and awarded on a first-come, first-served basis contingent on funding. Funding for this program is based on a fiscal year July 1 through June 30.

v. If funding is not available at time of request, the applicant will be placed on a wait list for the next funding cycle or referred to other resources if waiting list is full.

vi. Recipients are required to use a home health care provider from the list of agencies contracted with AAA for in-home services. If the recipient does not indicate a preference, AAA staff will assign a Provider agency based on a rotating schedule to assure equal distribution of hours and units of services. If Provider agency selected is not able to meet the need, staff will choose next agency on the list.

vii. Any homemaker or personal care costs incurred prior to receipt of a voucher or after voucher expires will not be covered by the In-Home Services Voucher Program.

viii. Vouchers will be submitted by Provider agency to the AAA for payment (see Exhibit B).

ix. Only approved services listed on the award voucher will be honored. Any costs or services incurred above and beyond the authorized services and hours/units will be the responsibility of the recipient.

x. Concerns or complaints about services should be reported to the AAA. All recipients will be made aware of the AAA grievance procedures at time of enrollment (see Exhibit C). Please refer to Volume 10 and the State Unit on Aging Policy and Procedures for regulation guidance.

xi. If homemaker or personal care services are not used for sixty (60) day period, the voucher may be withdrawn with notice by the AAA and assigned to another recipient.

xii. Any unused hours/units of authorized services cannot be carried over into the next funding cycle.

xiii. Assigned providers must contact AAA Community Services Coordinator immediately upon any changes in status of assigned recipients (i.e. fall, hospitalization, move, death) or to request additional hours due to change in recipient status or a termination of services.

xiv. Recipients and their assigned provider agencies will need to track the hours/units of service they receive to avoid exceeding authorized hours/units of service.

xv. Recipients will be given information regarding donations at time of enrollment. All donations for In-Home Services Voucher Program will be sent to AAA and used by the program for service delivery.

xvi. Applicants on Long-Term Care Medicaid are not eligible for the In-Home Services Voucher Program; however, pending applicants may be eligible until approval is granted.
c. Referral, Assessment and Follow-up Guideline
   i. Referrals may be accepted from other agencies, caseworkers, providers, professionals, self-referral, and family members of the applicants. All referrals for the In-Home Services Voucher Program will be processed by the AAA. The Community Services Coordinator will obtain basic recipient information such as name, contact information, age, general care needs, housing situation and other programs or agencies involved. As appropriate, the Community Services Coordinator will schedule a home visit to complete the full assessment using the Title III NAPIS Intake.
   ii. Upon approval or denial of application, the Community Services Coordinator will notify applicant via United States Postal Services of the eligibility status and include hours/units of service information, guidelines and instructions. The Community Services Coordinator will notify assigned Provider agency by electronically sending or faxing recipient Assessment, Task Sheet, Release of Information, and Voucher including assigned hours/units. The Community Services Coordinator will follow-up with agency and/or recipients to assure services begin within one week. Community Services Coordinator will be available to problem solve as needed.

d. Reimbursement for Services
   i. Reimbursement for services will be monthly. See Exhibit B for complete instructions. All questions and concerns regarding reimbursements will be directed to the Community Services Coordinator.
   ii. Only approved services listed on the award voucher will be honored. Any costs or services incurred above and beyond the authorized hours/units will not be reimbursed and will be the responsibility of the recipient or assigned agency. Provider agency may not request reimbursement for services unless services have been rendered, if a client is not home at the scheduled time, the cost is not reimbursable. Travel time to the recipient’s residence is not a reimbursable service.

e. Hours/Units of Service
   i. Applicants qualifying for the In-Home Services Voucher Program will be limited to a maximum number of hours/units of service. AAA will reimburse the Provider agency for services at the rate of $27.00 per unit of service (one unit of service = one hour of personal care or homemaker services). AAA is not guaranteeing a minimum number of units or recipients. Travel will not be reimbursed. The general guidelines for homemaker and/or personal care services are a total of 12 hours/units of service per month based on funding availability and need. Exceptions to these guidelines will be reviewed on a case by case basis.

f. Changes in Service Hours
   i. All changes to services or hours/units must be approved by the Community Services Coordinator and a new voucher will be generated that reflects the changes.
ii. Provider agency will not be paid for any changes in services or hours/units unless prior approval is received by the Community Services Coordinator and a new voucher is issued.

iii. Payment for any services provided upon the request of the recipient, which are in addition to the services or hours/units approved by the AAA will be the responsibility of the recipient.

g. Withdrawal of Service Request
   i. A recipient may withdraw a request for homemaker and/or personal care services. A request to end services must be reported by the recipient or their legal representative by contacting AAA.

h. Denial or Termination of a Service Request
   i. AAA makes every effort to be fair to both recipients and service providers and meet the needs of older adults who need homemaker or personal care services. The following rules for denial or termination were developed as guidelines for receiving services with the In-Home Services Voucher Program.

   ii. When the AAA or Provider agency determines that the In-Home Services Voucher Program cannot meet the needs of the recipient requesting homemaker or personal care services, the AAA must be notified by the Provider agency within two (2) business days of the last day of services being offered, if services cannot be provided and why.

   i. Reasons for Denial or Termination of Services
      i. The AAA or Provider agency has determined that the recipient no longer meets the program eligibility requirements (Age 60+, deficit in 2 IADLs, or 2 ADLs, with a focus on recipients with greatest economic need, greatest social need, low-income, minority, frail, older individuals residing in rural areas as defined by Volume 10).

      ii. The recipient is unavailable for scheduled appointments (same day and time) and is requesting a variable schedule that creates undue hardship for service providers.

      iii. The recipient is not home for scheduled appointments on two (2) or more occasions and has failed to notify the Provider agency 24 hours in advance.

      iv. The recipient has cancelled three (3) or more consecutive appointments without due cause (i.e. hospitalization, temporary out-of-home placement, illness).

      v. The recipient is verbally or physically abusive to provider.

      vi. Provider agency has the right to refuse service to recipients when provider health safety is deemed to be at risk and the recipient home is unsafe.

j. Training for Staff
   i. Homemaker provider agencies shall document that all homemakers have received a minimum of eight hours of training or have passed a skills validation test prior to delivery of services in the provision of Homemaker Services, to include at a minimum the following:
1. Basic techniques in light housecleaning including, but not limited to dusting, vacuuming, mopping, and cleaning of bathroom and kitchen areas.
2. Basic nutritional requirements including shopping, meal preparation, and proper food handling and storage techniques.
3. Dishwashing, bed making, and laundry.
4. Basic techniques of identifying and correcting potential safety hazards in the home.
5. First aid and emergency procedures and basic infection control techniques, including universal precautions.
6. Screening for situations requiring assistance.

ii. A person, who at a minimum, has received the eight (8) hours of training listed herein or passed the skills validation test required of homemakers, shall be considered qualified to supervise other employees. Supervision shall include, but not be limited to:
   1. Arrangement and documentation of training.
   2. Informing staff of policies concerning advance directives and emergency procedures.
   3. Oversight of scheduling and notification to clients of changes.
   4. Meetings and conferences with staff as necessary.
   5. Investigation of complaints.
   6. Counseling with staff on difficult cases and potentially dangerous situations.
   7. Communication with case managers as necessary.
   8. Oversight of record keeping by staff.
   9. Supervisory visits shall be made to the participant’s home at least every six months or more often as necessary for problem resolution, skills validation of staff, observation of the home’s condition, and assessment of participant’s satisfaction with services.

iii. Personal Care provider agencies shall document that all staff rendering personal care services to older adults shall receive at least 20 hours of training or pass a skills validation test prior to service delivery in the following:
   1. Basic personal care procedures, including bathing, skin care, hair care, nail care, mouth care, shaving, dressing, and feeding.
   2. Assistance with ambulation, exercises, and transfers.
   3. Bowel and bladder care.
   5. Homemaking and protective oversight.
   6. Basic nutritional requirements, including meal planning, shopping and food storage.
   7. Basic first aid, training in infection control, and emergency procedures.
8. Basic techniques of identifying and correcting potential safety hazards in the home.

9. Techniques in lifting.

iv. A person who, at a minimum, has received the 20 hours of training listed herein or passed the skills validation test required of personal care staff shall be considered qualified to supervise all employees giving personal care. Supervision shall include, but is not limited to:

1. Orientation of staff to agency policies and procedures.
2. Arrangement and documentation of training.
3. Informing staff of policies concerning advance directives and emergency procedures.
4. Oversight of scheduling, and notification to clients of changes, or close communication with scheduling staff.
5. Written assignment of duties on a client-specific basis.
6. Meetings and conferences with staff as necessary.
7. Investigation of complaints and critical incidents.
8. Counseling with staff on difficult cases, and potentially dangerous situations.
9. Communication with case managers, the physicians, and other providers on the service plan, as necessary, to assure appropriate and effective care.
10. Supervisory visits shall be made to the participant’s home at least every three months or more often as necessary, for problem resolution, skills validation of staff, participant specific or procedure-specific training of staff, observation of the participant’s condition and care, and assessment of satisfaction with services. At least one of the assigned personal staff shall be present at supervisory visits.

9. **Term.** This Agreement shall become effective on July 1, 2020, upon proper execution of this Agreement, and shall expire on June 30, 2021 unless sooner terminated as provided herein. **This Agreement is for a period of four years.** However, the Agreement must be renewed by both parties, in writing, on an annual basis.”

10. **Termination.** County has the right to terminate this Agreement, with or without cause on thirty (30) days written notice. Furthermore, this Agreement may be terminated at any time without notice upon a material breach of the terms of the Agreement.

Upon termination of this Agreement by County, Provider agency shall have no claim of any kind whatsoever against the County by reason of such termination or by reason of any act incidental thereto, except for compensation for work satisfactorily performed and/or materials described herein properly delivered.
11. **Extension or Modification.** Any amendments or modifications to this agreement shall be in writing signed by both parties. No additional services or work performed by Provider agency shall be the basis for additional compensation unless and until Provider agency has obtained written authorization and acknowledgement by County for such additional services.

12. **Compensation/Contract Amount.** In no event shall County be required to pay Provider agency more than the available grant funds contemplated in this Agreement, nor more than that amount stated in paragraph 1. Provider agency acknowledges no payment in excess of that amount will be made by County unless a “change order” authorizing such additional payment has been specifically approved by Weld County, or by formal resolution of the Weld County Board of County Commissioners, as required pursuant to the Weld County Code.

   Provider agency shall provide invoices to County on a monthly basis. Monthly supporting documentation shall match units of service in the data reporting system to the monthly invoice. County shall pay all such invoices, unless in dispute, within 30 days of receipt.

   County will not withhold any taxes from monies paid to the Provider agency hereunder and Provider agency agrees to be solely responsible for the accurate reporting and payment of any taxes related to payments made pursuant to the terms of this Agreement.

   The Parties understand that this Agreement is wholly funded by State funds, and the County shall have no obligation to expend any funds not appropriated by the State for purposes related to this Agreement.

13. **Independent Contractor.** Provider agency agrees that it is an independent Provider agency and that Provider agency’s officers, agents or employees will not become employees of County, nor entitled to any employee benefits from County as a result of the execution of this Agreement. Provider agency shall perform its duties hereunder as an independent Provider agency. Provider agency shall be solely responsible for its acts and those of its agents and employees for all acts performed pursuant to this Agreement.

   Provider agency, its employees and agents are not entitled to unemployment insurance or workers’ compensation benefits through County and County shall not pay for or otherwise provide such coverage for Provider agency or any of its agents or employees.

14. **Subcontractors.** Provider agency acknowledges that County has entered into this Agreement in reliance upon the particular reputation and expertise of Provider agency. Provider agency shall not enter into any subcontractor agreements for the completion of this Project without County’s prior written consent, which may be withheld in County’s sole discretion.
15. **Ownership.** All work and information obtained by Provider agency under this Agreement or individual work order shall become or remain (as applicable), the property of County.

16. **Confidentiality.** Confidential financial information of Provider agency should be transmitted separately from the main bid submittal, clearly denoting in red on the financial information at the top the word, “CONFIDENTIAL.” However, Provider agency is advised that as a public entity, Weld County must comply with the provisions of C.R.S. 24-72-201, et seq., with regard to public records, and cannot guarantee the confidentiality of all documents. Provider agency agrees to keep confidential all of County’s confidential information. Provider agency agrees not to sell, assign, distribute, or disclose any such confidential information to any other person or entity without seeking written permission from the County. Provider agency agrees to advise its employees, agents, and consultants, of the confidential and proprietary nature of this confidential information and of the restrictions imposed by this agreement.

17. **Warranty.** Provider agency warrants that the services performed under this Agreement will be performed in a manner consistent with the standards governing such services and the provisions of this Agreement. Provider agency further represents and warrants that all services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards, and that all services will conform to applicable specifications.

18. **Acceptance of Services Not a Waiver.** In no event shall any action by County hereunder constitute or be construed to be a waiver by County of any breach of this Agreement or default which may then exist on the part of Provider agency. Acceptance by the County of, or payment for, the services completed under this Agreement shall not be construed as a waiver of any of the County’s rights under this Agreement or under the law generally.

19. **Insurance and Indemnification.**

   **General Requirements:** Provider agency must secure, at or before the time of execution of any agreement or commencement of any work, the following insurance covering all operations, goods or services provided pursuant to this request. Provider agency shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, and during any warranty period.

   The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not decrease or limit the liability of Provider agency. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Provider agency from liabilities that might arise out of the performance of the work under this Contract by the Provider agency, its agents, representatives, employees, or subcontractors.
The Provider agency stipulates that it has met the insurance requirements identified herein. The Provider agency shall be responsible for the professional quality, technical accuracy, and quantity of all services provided, the timely delivery of said services, and the coordination of all services rendered by the Provider agency and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies.

**INDEMNITY:** The Provider agency shall defend, indemnify and hold harmless County, its officers, agents, and employees, from and against injury, loss damage, liability, suits, actions, or claims of any type or character arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Provider agency to conform to any statutes, ordinances, regulation, law or court decree. The Provider agency shall be fully responsible and liable for any and all injuries or damage received or sustained by any person, persons, or property on account of its performance under this Agreement or its failure to comply with the provisions of the Agreement. This paragraph shall survive expiration or termination hereof.

Types of Insurance: The Provider agency shall obtain, and maintain at all times during the term of any Agreement, insurance in the following kinds and amounts:

- **Workers’ Compensation Insurance** as required by state statute, and Employer’s Liability Insurance covering all of the Provider agency’s employees acting within the course and scope of their employment. Policy shall contain a waiver of subrogation against the County. This requirement shall not apply when a Provider agency or subcontractor is exempt under Colorado Workers’ Compensation Act., AND when such Provider agency or subcontractor executes the appropriate sole proprietor waiver form.

- **Commercial General Liability Insurance** with the minimum limits as follows:
  - $1,000,000 each occurrence;
  - $1,000,000 general aggregate;
  - $1,000,000 products and completed operations aggregate; and
  - $50,000 any one occurrence.

- **Professional Liability:** Professional liability insurance with minimum limits of liability of not less than $1,000,000, unless waived by the State.

- **Privacy Insurance:** If this Contract includes a HIPAA Associates Addendum exhibit, Provider agency shall obtain and maintained during the term of this Contract liability insurance covering all loss of Protected Health Information data and claims based upon alleged violations of privacy rights through improper use or disclosure of Protected Health Information (PHI) with a minimum annual limit of $1,000,000.

- **Automobile Liability:** Provider agency shall maintain limits of $1,000,000 for bodily injury per person, $1,000,000 for bodily injury for each accident, and $1,000,000 for property...
damage applicable to all vehicles operating both on County property and elsewhere, for vehicles owned, hired, and non-owned vehicles used in the performance of this Contract.

Provider agency shall secure and deliver to the County at or before the time of execution of this Agreement, and shall keep in force at all times during the term of the Agreement as the same may be extended as herein provided, a commercial general liability insurance policy, including public liability and property damage, in form and company acceptable to and approved by said Administrator, covering all operations hereunder set forth in the related Bid or Request for Proposal.

Proof of Insurance: County reserves the right to require the Provider agency to provide a certificate of insurance, a policy, or other proof of insurance as required by the County’s Risk Administrator in his sole discretion.

Additional Insureds: For general liability, excess/umbrella liability, pollution legal liability, liquor liability, and inland marine, Provider agency’s insurer shall name County as an additional insured.

Waiver of Subrogation: For all coverages, Provider agency’s insurer shall waive subrogation rights against County.

Subcontractors: All subcontractors, including: independent Contractors, sub-vendors, suppliers, or other entities providing goods or services required by this Agreement shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Contractor. Contractor shall include all such subcontractors, independent Contractors, sub-vendors suppliers or other entities as insureds under its policies or shall ensure that all subcontractors maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors, independent Contractors, sub-vendors suppliers or other entities upon request by the County.

20. Non-Assignment. Provider agency may not assign or transfer this Agreement or any interest therein or claim thereunder, without the prior written approval of County. Any attempts by Provider agency to assign or transfer its rights hereunder without such prior approval by County shall, at the option of County, automatically terminate this Agreement and all rights of Provider agency hereunder. Such consent may be granted or denied at the sole and absolute discretion of County.

21. Examination of Records. To the extent required by law, the Provider agency agrees that a duly authorized representative of County, including the County Auditor, shall have access to and the right to examine and audit any books, documents, papers and records of Provider agency, involving all matters and/or transactions related to this Agreement. The Provider agency agrees to maintain these documents for three years from the date of the last payment received.
22. **Interruptions.** Neither party to this Agreement shall be liable to the other for delays in delivery or failure to deliver or otherwise to perform any obligation under this Agreement, where such failure is due to any cause beyond its reasonable control, including but not limited to Acts of God, fires, strikes, war, flood, earthquakes or Governmental actions.

23. **Notices.** County may designate, prior to commencement of work, its project representative (“County Representative”) who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the project. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to County Representative. The County Representative for purposes of this Agreement is hereby identified as, Kelly Morrison. All notices or other communications (including annual maintenance made by one party to the other concerning the terms and conditions of this contract shall be deemed delivered under the following circumstances):

   a. personal service by a reputable courier service requiring signature for receipt; or
   b. five (5) days following delivery to the United States Postal Service, postage prepaid addressed to a party at the address set forth in this contract; or
   c. electronic transmission via email at the address set forth below, where a receipt or acknowledgment is required by the sending party; or
   d. transmission via facsimile, at the number set forth below, where a receipt or acknowledgment is required by the sending party.

Either party may change its notice address by written notice to the other.

**Notification Information:**
Provider: [Provider Name]
Attn.: [Contact Name]
Address: [Provider Street]
   [Provider City, State, Zip]
E-mail: [Provider email]

County:
Name: Kelly Morrison
Position: Weld County Area Agency on Aging Division Head
Address: 315 North 11th Ave Building C or PO Box 1805
   Greeley, Colorado 80631
E-mail: kmorrison@weldgov.com
Facsimile: 970-400-6786

24. **Compliance with Law.** Contractor shall strictly comply with all applicable federal and State laws, rules and regulations in effect or hereafter established, including without limitation, laws applicable to discrimination and unfair employment practices.
25. **Non-Exclusive Agreement.** This Agreement is nonexclusive, and County may engage or use other Provider agencies or persons to perform services of the same or similar nature.

26. **Entire Agreement/Modifications.** This Agreement including Attachment A and the Exhibits A, B, and C, attached hereto and incorporated herein, contains the entire agreement between the parties with respect to the subject matter contained in this Agreement. This instrument supersedes all prior negotiations, representations, and understandings or agreements with respect to the subject matter contained in this Agreement. This Agreement may be changed or supplemented only by a written instrument signed by both parties.

27. **Fund Availability.** Financial obligations of the County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. Execution of this Agreement by County does not create an obligation on the part of County to expend funds not otherwise appropriated in each succeeding year.

28. **Employee Financial Interest/Conflict of Interest – C.R.S. §§24-18-201 et seq. and §24-50-507.** The signatories to this Agreement state that to their knowledge, no employee of Weld County has any personal or beneficial interest whatsoever in the service or property which is the subject matter of this Agreement.

29. **Severability.** If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, this Agreement shall be construed and enforced without such provision, to the extent that this Agreement is then capable of execution within the original intent of the parties.

30. **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 §§24-10-101 et seq., as applicable now or hereafter amended.

31. **No Third-Party Beneficiary.** It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

32. **Board of County Commissioners of Weld County Approval.** This Agreement shall not be valid until it has been approved by the Board of County Commissioners of Weld County, Colorado or its designee.
33. **Choice of Law/Jurisdiction.** Colorado law, and rules and regulations established pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules and/or regulations shall be null and void. In the event of a legal dispute between the parties, Provider agency agrees that the Weld County District Court shall have exclusive jurisdiction to resolve said dispute.

34. **Public Contracts for Services C.R.S. §8-17.5-101.** Provider agency certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract. Provider agency will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify program or the State of Colorado program established pursuant to C.R.S. §8-17.5-102(5)(c). Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify with Provider agency that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Provider agency shall not use E-Verify Program or State of Colorado program procedures to undertake pre-employment screening or job applicants while this Agreement is being performed. If Provider agency obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien Provider agency shall notify the subcontractor and County within three (3) days that Provider agency has actual knowledge that a subcontractor is employing or contracting with an illegal alien and shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving notice. Provider agency shall not terminate the contract if within three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Provider agency 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 Provider agency participates in the State of Colorado program, Provider agency shall, within twenty days after hiring an employee to perform work under the contract, affirm that Provider agency has examined the legal work status of such employee, retained file copies of the documents, and not altered or falsified the identification documents for such employees. Provider agency shall deliver to County, a written notarized affirmation that it has examined the legal work status of such employee and shall comply with all of the other requirements of the State of Colorado program. If Provider agency fails to comply with any requirement of this provision or of C.R.S. §8-17.5-101 et seq., County, may terminate this Agreement for breach, and if so terminated, Provider agency shall be liable for actual and consequential damages. Except where exempted by federal law and except as provided in C.R.S. § 24-76.5-103(3), if Provider agency receives federal or state funds under the contract, Provider agency must confirm that any individual natural person eighteen (18) years of age or older is lawfully present in the United States pursuant to C.R.S. § 24-76.5-103(4), if such
individual applies for public benefits provided under the contract. If Provider agency operates as a sole proprietor, it hereby swears or affirms under penalty of perjury that it: (a) is a citizen of the United States or is otherwise lawfully present in the United States pursuant to federal law, (b) shall produce one of the forms of identification required by C.R.S. § 24-76.5-101, et seq., and (c) shall produce one of the forms of identification required by C.R.S. § 24-76.5-103 prior to the effective date of the contract.

35. Acknowledgment. County and Provider agency acknowledge that each has read this Agreement, understands it and agrees to be bound by its terms. Both parties further agree that this Agreement, including attachment Exhibit A, is the complete and exclusive statement of agreement between the parties and supersedes all proposals or prior agreements, oral or written, and any other communications between the parties relating to the subject matter of this Agreement.
Exhibit A
HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (“Addendum”) is a part of the Contract dated July 1, 2020 between the Department of Human Services Weld County Area Agency on Aging and [Provider Name]. For purposes of this Addendum, the Weld County Department of Human Services Area Agency on Aging is referred to as “Covered Entity” or “CE” and [Provider Name] is referred to as “Associate”. Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to “the Contract” or “this Contract” include this Addendum.

RECITALS

A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information (“PHI”) (defined below).

B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d – 1320d-8 (“HIPAA”) as amended by the American Recovery and Reinvestment Act of 2009 (“ARRA”)/HITECH Act (P.L. 111-005), and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160, 162 and 164 (the “HIPAA Rules”) and other applicable laws, as amended.

C. As part of the HIPAA Rules, the CE is required to enter into a written contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Addendum.

The parties agree as follows:

1. Definitions.

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

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

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

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

2. Obligations of Associate.

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

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the HIPAA Rules if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164.502(j)(1). To the extent that Associate discloses Protected Information to a third party Subcontractor, Associate must obtain, prior to making any such disclosure: (i) reasonable assurances through execution of a written agreement with such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and that such third party will notify Associate within two (2) business days of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach. Additional provisions, if any, governing permitted disclosures of Protected Information are set forth in Attachment A.
c. **Appropriate Safeguards.** Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall comply with the requirements of the HIPAA Security Rule at 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316. Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate’s operations and the nature and scope of its activities. Associate shall review, modify, and update documentation of, its safeguards as needed to ensure continued provision of reasonable and appropriate protection of Protected Information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. **Obligations of CE.**

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

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

4. **Termination.**

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

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

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

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

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

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

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

d. **Effect of Termination.**

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

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

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

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

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

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

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

10. **Amendment.**

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

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

11. **Assistance in Litigation or Administrative Proceedings.** Associate shall make itself, and any Subcontractors, employees or agents assisting Associate in the performance of its obligations
under the Contract, available to CE, at no cost to CE up to a maximum of 30 hours, to testify as
witnesses, or otherwise, in the event of litigation or administrative proceedings being
commenced against CE, its directors, officers or employees based upon a claimed violation of
the HIPAA Rules or other laws relating to security and privacy or PHI, except where Associate
or its Subcontractor, employee or agent is a named adverse party.

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

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

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

15. Representatives and Notice.
   a. Representatives. For the purpose of the Contract, the individuals identified
elsewhere in this Contract shall be the representatives of the respective parties. If no
representatives are identified in the Contract, the individuals listed below are hereby designated
as the parties’ respective representatives for purposes of this Contract. Either party may from
time to time designate in writing new or substitute representatives.
   b. Notices. All required notices shall be in writing and shall be hand delivered or
given by certified or registered mail to the representatives at the addresses set forth below.

State/Covered Entity Representative:
Name: Kelly Morrison
Title: Division Head
Department and Division: Weld County Department of Human Services Area Agency on
Aging
Address: 315 North 11th Ave PO Box 1805 Greeley, Colorado 80631

Contractor/Business Associate Representative:
Name: [Contact Name]
Title: [Contact’s Title]
Department and Division: [Provider Name]
Address: [Providers Street, City, State, Zip]
ATTACHMENT A

This Attachment sets forth additional terms to the HIPAA Business Associate Addendum, which is part of the Contract dated July 1, 2020 between Weld County Department of Human Services Area Agency on Aging and [Provider Name], (“Contract”) and is effective as of July 1, 2020 (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:

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:

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:

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:

5. Additional Restrictions on Use of Data. CE is a Business Associate of certain other Covered Entities and, pursuant to such obligations of CE, Associate shall comply with the following restrictions on the use and disclosure of Protected Information:
6. **Additional Terms.** [This section may include specifications for disclosure format, method of transmission, use of an intermediary, use of digital signatures or PKI, authentication, additional security of privacy specifications, de-identification or re-identification of data and other additional terms.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first written above.

![Signature](signature.png)

[Provider Name]

By: ________________________________

Title: _______________________________

Date: _______________________________

BARBARA KIRKMEYER, CHAIR

WELD COUNTY DEPARTMENT OF HUMAN SERVICES

______________________________

Jamie Ulrich, Director

WELD COUNTY AREA AGENCY ON AGING

______________________________

Kelly Morrison, Division Head
Exhibit B

Weld County Area Agency on Aging In-Home Services Voucher Program
Instructions for completing voucher

1. When a consumer is awarded units/hours of service, the AAA will generate a voucher that includes the name and contact information of the consumer, invoice number, date of approval, number of units/hours awarded, and expiration date of the voucher.

2. Vouchers are valid for a six-month period of time unless otherwise indicated. At the end of voucher period, the consumer will be reassessed by the AAA for the program and if applicable, they will be issued a new voucher for ongoing units of service.

3. Consumers will be notified advising them of the number of units/hours awarded and the expiration date of the voucher.

4. AAA will confirm with consumers which Provider agency they have chosen to provide services. AAA will contact the Provider agency and provide them with a copy of the voucher. The voucher will be used by providers for reimbursement during that voucher period (expiring every six months during a fiscal year July 1-June 30. If consumer is approved in September, the voucher will expire December 31 and may be eligible for another six months beginning January 1 expiring June 30).

5. Provider agency is responsible for obtaining and verifying with the AAA that the consumer has a valid voucher before providing services.

6. The Provider agency will need to complete and submit the voucher each month to be reimbursed for units of service rendered.
   - Vouchers must be received no more than bi-monthly and no less than monthly for processing. For services rendered in the month of June, vouchers and invoices shall be received no later than July 5th of that same year.
   - In addition to individual vouchers, Provider agency will submit an invoice for the services delivered for the month. Invoices shall include the Provider Agency and contact information; name of consumer served, date(s) of service; service provided and unit rate for service provided.
   - If provider agency has more than one consumer receiving services through the AAA In-Home Services Voucher Program, all may be listed on one company invoice with each consumer name, date(s) of service, service provided, unit rate, and number of hours/units provided with corresponding vouchers attached.
   - The submission of the completed voucher and invoice by the Provider agency is the request for payment.

7. In the event of a program audit, Provider agency must be able to show proof that a visit and services were provided.

8. All information inside the center box of the voucher should be completed by the Provider agency each month, and the voucher must be signed by an authorized agency representative in order for the voucher to be processed for payment.

9. Vouchers with missing information or signatures will be returned to Provider agency to be completed and returned for payment.
10. Payments will be processed and mailed to provider upon receipt of completed voucher(s) and invoice generally within three to four weeks.

11. Provider agency must track units/hours of service and will not be reimbursed for any services other than those indicated on the Task Sheet without prior approval from the AAA.

12. Provider agency will not be reimbursed for any units of service provided that exceeds units/hours of service allocated on the voucher without prior approval from the AAA.

13. Only the homemaker/personal care services outlined in the In-Home Services Voucher Program Eligibility Guidelines are reimbursable services.

14. Vouchers may be submitted by email or fax:
   - Email: mshepard@weldgov.com
   - FAX: (970) 400-6951 Attn: Michelle Shepard
Exhibit C

Weld County Area Agency on Aging (Region 2B)
Consumer Complaints, Appeals and Hearings Procedure
Updated May 2019

Consumer Complaint

Any older adult, his/her representative, or caregiver applying or receiving services under the Older Americans Act or State Funding for Senior Services by the Weld County Area Agency on Aging (AAA), or a contractor of the AAA, has the right to submit a complaint.

You may file your complaint in person, by telephone, email, or in writing within thirty (30) days of the action or incident. Complaints shall be forwarded to the appropriate agency for follow-up and resolution. Complaints shall be resolved at the lowest possible level. If the complaint cannot be resolved at the local level, it may be appealed. The direct service provider receiving the complaint shall investigate and resolve the complaint. The direct service provider may be the AAA or a contractor of the AAA.

Weld County Area Agency on Aging
(970) 400-6950
PO Box 1805
Greeley, CO 80632

Written notice of the resolution shall be sent to the complainant within fifteen (15) working days from the time the agency receives the complaint.

Consumer Appeal

At any time the complainant may contact that State Unit on Aging or if the complainant is dissatisfied with the complaint resolution, a written appeal may be filed with the State Unit on Aging Director within ten (10) calendar days of receipt of the decision at:

Colorado Department of Human Services, State Unit on Aging
1575 Sherman Street, 10th Floor
Denver, CO 80203-1702
(888) 866-4243 (Toll Free)

The State Unit on Aging Director or designee shall complete a review of the complaint and resolution of that complaint, including all pertinent documentation or new information that may be available. The State Unit on Aging will provide a written response, including notification of the complainant’s rights to an Administrative Law Judge hearing as described in Section 10.507 if he/she is dissatisfied with the resolution of the appeal, to the complainant within thirty (30) calendar days of the receipt of appeal.

The appeal procedure may be terminated at any time if the individual and service provider negotiate a written agreement that resolves the issue in question. Upon termination, the complainant shall file with the AAA or the State Unit on Aging, whichever is applicable, a written notice stating the reason for the termination.