

DEPARTMENT OR AGENCY NAME
COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
FHLA-PCO

DEPARTMENT OR AGENCY NUMBER
FAAA

CONTRACT ROUTING NUMBER
17-

COLORADO HEALTH SERVICE CORPS EDUCATIONAL LOAN REPAYMENT CONTRACT

This Educational Loan Repayment Contract is made this ___ day of ___, ____, by and between the State of Colorado, acting by and through the **DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT**, whose address or principal place of business is **4300 Cherry Creek Drive South, Denver, Colorado 80246**, hereinafter referred to as the “State” or “Primary Care Office”; and, **PROVIDER First and Last Name, (an individual health care provider of the State of Colorado)**, whose residential address is **Providers Street Address, City, Colorado Zip**, hereinafter referred to as the “Provider”; and, **Sites Legal Name or as it appears on SOS (a non-profit corporation of the State of Colorado)**, whose principal place of business is **Site address as Shown on SOS**, hereinafter referred to as the “Site.” Together, the **Provider** and the **Site** shall collectively be referred to as “Contractor(s)”. Together, the **Provider**, the **Site**, and the **Primary Care Office** shall collectively be referred to as the “Parties”.

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for encumbering and subsequent payment of this Contract under Encumbrance Number **CT FAAA FHLA 2017***.

WHEREAS, Primary Care Office previously entered into a Federal Service Grant with the U. S. Department of Health and Human Services (the "DHHS"), Public Health Service (the "PHS"), Health Resources and Services Administration (HRSA), Bureau of Health Professions (hereinafter referred to as “Sponsor”) under Award **6 H56HP19789-02-01 (CFDA # 93.165)** for the purpose of performing the program entitled, “*Colorado Health Service Corps*” (hereinafter referred to as the “Program”);

WHEREAS, Primary Care Office is authorized to administer the **Program** and enter into contracts in performance of its responsibilities under the federal grant cited above pursuant to (25-1.5-501-506), et seq., Colorado Revised Statutes (C.R.S.), as amended;

WHEREAS, PROVIDER is a **Discipline** pursuant to (25-1.5-501-506) C.R.S., and is a duly educated, degreed, and licensed primary health care provider willing to provide **full-time/part-time** clinical services as an employee of the **Site**;

WHEREAS, Site qualifies as a public or non-profit private entity providing primary health care services in the State of Colorado and is located in or serving a “federally-designated Health Professional Shortage Area” (“HPSA”); with HPSA ID **Number**, by the DHHS pursuant to Section 332 of the federal Public Health Service Act, as amended (42 U.S.C. §254(e)) at the principal place of business cited above;

WHEREAS, federal regulations governing this **Program** require that at least one-half (1/2) of the total paid on behalf of the **Provider** under this Contract originate from a non-federal cash match;

WHEREAS, the State of Colorado through **Primary Care Office** shall contribute the match amount and administer the **Program** subject to the provisions of this Contract.

NOW, THEREFORE, for and in consideration of the monetary consideration set forth herein and of the terms, conditions, and mutual covenants, promises, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. **TERM-PERIOD OF SERVICE.**

The **term**, hereinafter referred to as the “**Period of Service**” of this Contract is a **Term of Service** period of required service by **Provider** at the **Site**. The effective start date of the **Period of Service** shall be the date the contract is approved by the State Controller, or designee, or on the date the **Provider** is engaged in the rendering of clinical services, whichever is later. This contract shall be effective upon approval by the State Controller, or designee, or on **Start Date** whichever is later. The contract shall end on **End Date**.

2. **PROVISIONS**

- A. **Parties** shall comply with the Colorado Special Provisions, attached hereto and incorporated herein by reference as “**Exhibit A**”.
- B. **Parties** shall comply with the General Provisions, attached hereto and incorporated herein by reference as “**Exhibit B**”.

3. **ORDER OF PRECEDENCE**

- A. In the event of any inconsistency between the conditions of this Contract, its appendices, attachments, and/or exhibits, the inconsistency shall be resolved by giving precedence in the following order:
- (1) Exhibit A (Special Provisions)
 - (2) The Public Health Service Act, its implementing federal regulations, the program policies governing this **Program**, and those Applicable Provisions provided in Section 19(A)
 - (3) Exhibit B (General Provisions)
 - (4) This Contract
 - (5) Any other document, documentation, order, or contract referenced in this Contract and its exhibits

4. **STATEMENT OF WORK**

A. **Provider Responsibilities:**

- (1) **Provider** acknowledges and shall comply with the provisions of this Contract. **Provider** shall also comply with the Public Health Service Act, its implementing federal regulations, the program policies governing this **Program**, and with all other applicable Federal and State laws as they currently exist and may hereafter be amended, which are incorporated herein by this reference in the provisions of this Contract.
- (2) By signing this Contract, Provider affirmatively avers that the Provider does not have any service obligation from the National Health Service Corps or from any other entity that is concurrent with the term of this Contract. Provider also affirmatively avers that Provider shall not accept any additional concurrent award or remuneration in exchange for a period of obligated services during the term of this Contract.
- (3) **Provider** shall immediately notify **Primary Care Office**, in writing, if its employment status at the **Site** changes at any time during the **Period of Service** or if it is in default of any other term of this Contract. Failure to report to Site for employment on the first day of the **Period of Service** may cause this Contract to be terminated at the discretion of **Primary Care Office**.
- (4) **Provider** acknowledges that they are aware of the three-year length of obligated service under the **Program** and agrees to serve as an employee of the **Site** under this Contract for at least three years.
- (5) **Provider** acknowledges the number of absences allowed in a service year for purposes of earning service credit. Provider is required to serve at least forty-five (45) work weeks per year. Provider who takes more than 7.14 weeks of leave in a service year for any reason (vacation, sick leave, holiday leave, continuing medical education, etc) may fail to meet the forty-five (45) week minimum and is subject to Extension of the Period of Service that is equal to the amount of time in excess of 7.14 weeks of leave each service year.
- (6) **Provider** shall provide **full-time/part-time** primary health care service on behalf of the **Site** that is appropriate for their discipline. For certain physicians, the practice shall include ambulatory care, as well as hospital care appropriate to meet the needs of patients and to assure continuity of care. See definitions below.

FULL-TIME PERIOD OF SERVICE CREDIT: For all **full-time** health professionals, “full-time clinical practice” is defined, for the purposes of the Program, shall work a minimum of forty (40) hours per week, for a minimum of forty-five (45) weeks per service year, of patient care at an approved service site, with no more than eight (8) of those hours per week devoted to teaching or practice-related administrative activities. The forty (40) hours per week may be compressed into no less than four (4) days per week, with no more than twelve (12) hours of work to be performed in any twenty-four (24) hour period. Additional rules apply based on discipline and practice location included below. If teaching takes place at a HRSA-funded Teaching Health Center, up to twenty (20) hours per week of teaching can count towards the full-time service obligation.

For all health professionals except obstetrician/gynecologist (OB/GYN) physicians, family medicine physicians who practice obstetrics on a regular basis, providers of geriatric services, pediatric dentists, certified nurse midwives, and behavioral and mental health providers, at least thirty-two (32) of the minimum forty (40) hours per work week shall be spent providing direct patient care. These services shall be conducted during normally scheduled clinic hours in the ambulatory care setting office(s). No more than eight (8) hours can be devoted to teaching or practice-related administrative duties. If teaching takes place at a HRSA-funded Teaching Health Center, up to twenty (20) hours per week of teaching can count towards the full-time service obligation.

For OB/GYN physicians, family medicine physicians who practice obstetrics on a regular basis, providers of geriatric services, pediatric dentists, certified nurse midwives, and behavioral and mental health providers, the majority of the forty (40) hours per work week, but not less than twenty-one (21) hours per week, shall be spent providing direct patient care at an approved ambulatory care practice site during normally scheduled office hours, with the remaining eleven (11) hours spent providing care to patients of the approved service Site in an alternate setting, and/or in practice-related administrative activities, with teaching or administrative activities not to exceed eight (8) hours per week. If teaching takes place at a HRSA-funded Teaching Health Center, up to twenty (20) hours per week of teaching can count towards the full-time service obligation.

PART-TIME PERIOD OF SERVICE CREDIT: For all **part-time** health professionals, “part-time- clinical practice” is defined, for the purposes of the Program, shall work a minimum of twenty (20) hours per week, for a minimum of forty-five (45) weeks per service year, of patient care at an approved service site, with no more than four (4) of those hours per week devoted to teaching or practice-related administrative activities. The twenty (20) hours per week may be compressed into no less than two (2) days/week, with no more than twelve (12) hours of work to be performed in any twenty-four (24) hour period. Additional rules apply based on discipline and practice location included below. If teaching takes place at a HRSA-funded Teaching Health Center, up to ten (10) hours per week of teaching can count towards the full-time service obligation.

For all health professionals except obstetrician/gynecologist (OB/GYN) physicians, family medicine physicians who practice obstetrics on a regular basis, providers of geriatric services, pediatric dentists, certified nurse midwives, and behavioral and mental health providers, at least sixteen (16) of the minimum twenty (20) hours per work week shall be spent providing direct patient care. These services shall be conducted during normally scheduled clinic hours in the ambulatory care setting office(s). No more than four (4) hours can be devoted to teaching or practice-related administrative duties. If teaching takes place at a HRSA-funded Teaching Health Center, up to ten (10) hours per week of teaching can count towards the full-time service obligation.

For OB/GYN physicians, family medicine physicians who practice obstetrics on a regular basis, providers of geriatric services, pediatric dentists, certified nurse midwives, and behavioral and mental health providers, the majority of the twenty (20) hours per work week, but not less than eleven (11) hours per week, shall be spent providing direct patient care at an approved ambulatory care practice site during normally scheduled office hours, with the remaining nine (9) hours spent providing care to patients of the approved service site in an alternate setting, and/or in practice-related administrative activities, with teaching or administrative activities not to exceed four (4) hours per week. If teaching takes place at a HRSA-funded Teaching Health Center, up to ten (10) hours per week of teaching can count towards the full-time service obligation.

The following definitions apply to both full-time and part-time clinical practice:

Administrative, management and other non-clinical activities include charting, research, attending staff meetings, court appearances, and other non-treatment related activities pertaining to the patient’s approved practice Site. Any time spent in a management role is also considered to be an administrative activity. The duties of a medical director are usually considered primarily administrative, and Program applicant serving in such a capacity shall not count more than eight (8) hours for full-time and four (4) hours for part-time per week of administrative and/or management time toward the total required forty (40) hours per full-time week or twenty (20) hours per part-time week.

Teaching activities, to qualify as clinical practice, require Providers to provide clinical education to students and residents in their area of expertise at the approved services Site(s). All teaching must be conducted at the CHSC-approved service Site(s). The Provider education may:

- 1) Be conducted as part of an accredited clinical training program;
- 2) Include the Provider supervision of a student/resident that is required in order for that student/resident to receive a license under State law; or

- 3) Include mentoring that is conducted as part of the Health Careers Opportunity Program or the Centers of Excellence program.

Clinical service provided by Provider while a student/resident observes, shall be counted as direct patient care, not teaching, as the Provider is treating the patient.

Periods spent on active duty in the military shall not be counted towards the Period of Service.

(7) **Provider** shall:

- (a) Maintain required licensure and certifications in accordance with Colorado laws and regulations issued by the applicable professional board overseeing the **Provider**.
- (b) Charge for professional services at the usual and customary rate prevailing in the area in which such services are provided, except that if a person is unable to pay such charge, such person shall be charged at a reduced rate or not charged any fee.
- (c) Not discriminate against any person, regardless of such person's ability to pay for services, or because payment for such services will be made under the insurance program established under **Title XVIII (Medicare)**, **Title XIX (Medicaid)** of the Social Security Act, or the State of Colorado's Child Health Plan Plus Program ("CHP+").
- (d) As agreed and approved by the **Site**, the **Provider** will maintain adequate malpractice insurance coverage at all times.

- (8) **Provider** shall respond to requests made by **Primary Care Office** for Semiannual Reports during the **Period of Service** and an Exit Survey upon completion of **Period of Service**. A sample Semiannual Report and a sample Exit Survey are incorporated and made part of this Contract by reference and are available on the following website: <https://www.colorado.gov/cdphe/colorado-health-service-corps-reporting>. The content of electronic documents located on State and non-State websites and information contained on State and non-State websites may be updated periodically during the Contract term. The Contractor shall monitor documents and website content for updates and comply with all updates. **Provider** shall provide summary practice information to **Primary Care Office** when requested during the **Period of Service**.

B. **Site Responsibilities:**

- (1) The **Site** shall designate a **Program** administrator (the "Program Administrator") who shall be responsible for the conduct and administration of this Contract. The **Site's** Program Administrator shall be:

Name: First and Last Name

Title: Title

Telephone: (XXX) XXX-XXXX

If the Program Administrator reduces their role, or relinquishes or expects to relinquish their position, the **Site** shall immediately notify **Primary Care Office** in writing and provide **Primary Care Office** with the name and title of the new Program Administrator.

- (2) The **Site** acknowledges and shall comply with the provisions of this Contract. The **Site** shall also comply with the Public Health Service Act, its implementing federal regulations, the program policies governing this **Program**, and with all other applicable Federal and State laws as they currently exist and may hereafter be amended, which are incorporated herein by this reference in the provisions of this Contract. Failure to comply with applicable federal regulations and program policies, including retention of **Provider** for clinical services as stated in this section, may result in future disqualification from **Program**.
- (3) The **Site** shall immediately notify **Primary Care Office**, in writing, if the employment status of **Provider** changes at any time during **Period of Service** or if it is in default of any other term of this Contract.
- (4) The **Site** employs **Provider** as an employee at-will. However, **Site** intends on employing **Provider** as employee for the next three years based on available funding and Provider's performance.

- (5) The **Site** shall maintain its status as a public or non-profit, private health care entity and shall immediately notify **Primary Care Office**, in writing, if the status of the **Site** changes at any time during the **Period of Service**.
- (6) The **Site** shall assure that adequate malpractice insurance coverage for **Provider** is in place at all times.
- (7) **Site** acknowledges that salaries for health professionals participating in this **Program** should be based on prevailing rates in the area and that this Contract and the loan repayment shall not be used as a salary offset.

C. **Primary Care Office Responsibilities**

- (1) **Primary Care Office** shall compensate **Provider** by paying off his/her loan in accordance with Section 5 below. Primary Care Office agrees that it shall contribute an amount not less than \$1.00 for each \$1.00 of federal funds provided in the grant and that it shall not use federal funds or in-kind contributions to satisfy the non-federal match requirement.
- (2) **Primary Care Office** shall cause to be issued on a timely basis all legally required reports to **Sponsor** and all other interested state and federal agencies. All reports and the application for Program support, and information contained therein, become the property of Primary Care Office upon submission and shall be treated with reasonable confidentiality.
- (3) **Primary Care Office** shall also comply with the Public Health Service Act, its implementing federal regulations, the program policies governing this Program, and with all other applicable Federal and State laws as they currently exist and may hereafter be amended, which are incorporated herein by this reference in the provisions of this Contract.

5. **LOAN REPAYMENT**

- A. Loan Repayment to **Provider** shall be made by **Primary Care Office** from an equal amount of funds provided under the Federal Service Grant, and funds provided from the State of Colorado or private funds, or a combination of state and private funds as administered by **Primary Care Office**.
- B. **Primary Care Office** shall not provide Loan Repayment for any professional practice performed prior to the **Period of Service**, and no credit shall be given for any practice done while **Provider** is in a professional school or graduate training program.
- C. **Primary Care Office** shall repay **Provider's** qualified educational loan(s) for the Period of Service in the amount of **Zero Dollars (\$0.00)**. Of this total obligation of the State, **Zero Dollars (\$0.00)** are attributable to a funding source of the State of Colorado; and **Zero Dollars, (\$0.00)** are attributable to a funding source of the United States Government (see Catalog of Federal Domestic Assistance (CFDA) number **(93.165)**; and **Zero Dollars (\$0.00)** are attributable to a private funding source. The warrant for the educational loan(s) shall be issued to the **Provider** and the Lending Institution. **Provider** shall endorse the warrant and forward it to the **Provider's** Lending Institution to be applied solely to repayment of qualifying educational loans.
- D. **Primary Care Office** shall make reasonable effort to apply loan repayment in the amount stated in 5.C above within ninety (90) days after the effective date of this Contract. In no case shall the loan payment be made until the **Provider** has reported to the Site and has begun employment.

6. **PUBLICATIONS/REPORTS**

The **Contractors** are hereby notified of **Primary Care Office's** intent to evaluate the results of the **Program** and to publish the results.

7. **LIABILITY AND INSURANCE**

The **Contractors** warrant and represent that they have adequate liability and malpractice insurance for the protection of themselves, their officers, employees, agents, and independent contractors, while acting within the scope of their work for the **Contractors**.

8. **ACCESS AND RETENTION OF RECORDS**

Sponsor and all appropriate government agencies related to the funding provided under this Contract, including the State Auditor's Office, Government Accounting Office (GAO), agencies related to Medicare and Medicaid, and **Primary Care Office**, and their duly appointed representatives, shall have the right to access all books, documents, and records of the **Contractors** and any organizations related to the **Contractors** by control of common ownership, which are pertinent to

this Contract. Such access shall be accordance with the definitions, terms, and conditions of 42 CFR 420 (*Centers for Medicare & Medicaid Services, DHHS, Program Integrity: Medicare*). The **Contractors** further agree to retain all such records for a minimum of three (3) years after completion of the **Period of Service**.

9. ASSIGNMENT

No **Party** to this Contract shall assign or transfer any interest in this Contract, nor assign any claims for money due or to become due during this Contract without the prior written approval of the other parties. Notwithstanding the foregoing, **Primary Care Office** may assign this Contract to a successor in interest or assignee who assumes the administration of the **Program** on behalf of the State of Colorado without the prior written approval of the other **Parties**.

10. USE OF NAME

The **Parties** agree not to include the name or any logotypes or symbols of any other **Party** or other **Parties'** researchers or employees in any advertising, sales promotion, or other publicity matter without the prior written approval of said **Party**. However, nothing in this Section is intended to restrict any **Party** from disclosing the existence and nature of this Contract or from including the existence and nature of this Contract in the routine reporting of the **Party's** activities.

11. CHANGES/AMENDMENTS

A. The **State** may increase or decrease funds available under this Contract using an Option Letter substantially equivalent to **Exhibit C**. The Option Letter is not valid until it has been approved by the State Controller or designee.

B. The **State** may require continued performance for a period of up to two years at the same rates and same terms specified in the Contract. If the **Primary Care Office** exercises the option, it will provide written notice to **Contractor(s)** at least 30 days prior to the end of the current contract term in a form substantially equivalent to **Exhibit C**. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original contract. The total duration of this Contract, including the exercise of any options under this clause, shall not exceed five years.

C. Changes to this Contract not otherwise described herein shall be embodied in a written Amendment approved and executed by **Primary Care Office, Provider, and the Site**.

12. DEFAULT OF EDUCATIONAL LOAN REPAYMENT CONTRACT

A. Failure by **Provider** to comply with any applicable term or condition described in this Contract shall constitute a default of the Contract and **Provider** shall be subject to and agrees to the financial penalties described herein.

(1) If, after **Provider** signs this Contract, **Provider** fails to report for and begin their service obligation in accordance the **Period of Service, Primary Care Office** may terminate this Contract at its discretion.

(2) If **Provider** has made any materially false statement(s) in their application for this **Program, Provider** shall be required to make full and immediate repayment to **Primary Care Office** of all moneys paid by **Primary Care Office** under this Contract, plus interest and penalties.

(3) If **Provider** fails to complete the full **Period of Service**, or separates from the **Site** prior to completion of the **Period of Service, Provider** shall be required to make full and immediate repayment to **Primary Care Office**, pursuant to the federal regulations default provision found at 42 U.S.C. § 254(o)(c)(1) governing this **Program**, as follows:

- (a) the total of the amounts paid by **Primary Care Office** to, or on behalf of, the **Provider** for loan repayments for any period of obligated service not served; **and**
- (b) an amount equal to product of the number of months of obligated service not completed by the **Provider** multiplied by \$7,500; **and**
- (c) interest on the above amounts described in subparagraphs (A) and (B), at the maximum legal prevailing rate, as determined by the Treasurer of the United States, from the date of breach; except that the amount **Primary Care Office** is entitled to recover shall not be less than \$31,000.

The amount owed is due to be paid within one year of breach. Failure to pay the debt by the due date may have the following consequences:

- 1) The debt will be reported as delinquent to credit reporting agencies
- 2) The debt may be referred to a debt collection agency and the Department of Justice
- 3) Administrative Offset (federal or state payment due to Provider; tax refund, etc.)
- 4) Licensure Sanctions
- 5) Federal Tort Claims Act (FTCA) coverage

- B. If the **Site** experiences a substantial financial hardship, such that it can no longer employ **Provider**, the **Primary Care Office** will work to assist **Provider** in finding another eligible site within a designated HPSA in Colorado.
- C. **Primary Care Office** will exercise sole discretion regarding approval of any reassignment. If **Provider** does not accept the reassignment, **Provider** shall be in default and shall be required to make full and immediate repayment to **Primary Care Office** of all moneys paid by **Primary Care Office** under this Contract as provided in Section 12(A)(3) above.
- D. Should a lawsuit be required to enforce repayment for default of this Contract by **Provider**, **Provider** agrees to pay **Primary Care Office** for all reasonable attorneys' fees, costs, and expenses of such suit.

13. **TERMINATION**

If **Provider** is in default, **Primary Care Office** may terminate this Contract upon fifteen (15) days written notice by certified mail to both **Provider** and **Site**. Said termination shall carry penalties to **Provider**, as previously defined in Section 12, based on the outstanding obligation and consideration of the default.

14. **SUSPENSION, WAIVER, CANCELLATION OF OBLIGATION**

Provider shall fulfill their contract without excessive absences or significant interruptions in service. There are some circumstances that occur which will prevent a **Provider** from staying within this Contract's **Period of Service**.

- A. **Provider** may be granted a suspension under one of the following circumstances; provided however that **Primary Care Office** may exercise sole discretion for approving such suspension. A suspension of the **Program Period of Service** may be granted if compliance with the **Period of Service** by the **Provider**: (i) is temporarily impossible, or (ii) would involve a temporary extreme hardship such that enforcement of the **Period of Service** would be unconscionable. Periods of approved suspension of service will extend the **Provider's Period of Service** end date. The major, but not all, categories of suspension are set forth below.
 - (1) Call to Active Duty in the Armed Forces- **Providers** who are military reservists and are called to active duty must submit a request to the **Primary Care Office**. The period of active military duty will not be credited towards the **Program Period of Service**. Suspensions for active duty military assignment are granted for up to one (1) year, beginning on the activation date described in the reservist's call to active duty order. A copy of the order to active duty must be provided to the **Primary Care Office** with the request for a suspension. In the event that the **Provider's** period of activity duty with the Armed Forces entity is extended beyond the approved suspension period, the **Provider** must contact the **Primary Care Office** for guidance on how to request an extension of the suspension period.
 - (2) Leave of Absence for Medical or Personal Reasons- A suspension may be granted for up to one (1) year, if the **Provider** provides independent medical documentation to the **Primary Care Office** of a physical or mental health disability, or personal circumstances, which results in the **Provider's** temporary inability to perform the **Program Period of Service**.
 - (3) Maternity/Paternity/Adoption Leave- If the **Provider's** maternity/paternity/adoption leave will exceed twelve (12) weeks during that year of obligated service, a suspension may be granted by the **Primary Care Office** based on documented medical need.
- B. **Primary Care Office**, in coordination with the **Sponsor**, may waive **Provider's** service obligation, or penalty incurred, under this Contract if compliance with the provisions of this Contract becomes impossible or would involve extreme hardship for **Provider**; provided however that **Primary Care Office** will exercise sole discretion for approving such waiver. A waiver permanently relieves the participant of all or part of the **Provider's Period of Service**. A waiver may be granted only if the **Provider** demonstrates that compliance with his/her commitment is permanently impossible or would involve an extreme hardship such that enforcement of the commitment would be unconscionable. A waiver request must be submitted by a signed request letter to the **Primary Care Office**, including the reason(s) the waiver is being sought. The **Provider** will be contacted by the **Primary Care Office** regarding the medical and financial documentation necessary to complete the waiver request.

A waiver of part of the **Provider's Period of Service** may include, but is up to the discretion of the **Primary Care Office**, repayment; such as:

- (a) *up to* the total of the amounts paid by **Primary Care Office** to, or on behalf of, the **Provider** for loan repayments for any period of obligated service not served.

Note that waivers are not routinely granted, and require a showing of both compelling medical and financial circumstances.

C. Any obligation or penalty incurred by **Provider** under this Contract shall be canceled upon **Provider's** death during the **Period of Service**. No liability will be transferred to the **Provider's** heirs.

15. REPRESENTATIVES AND NOTICES

For the purpose of this Contract, the individuals identified below are hereby designated representatives of the respective **Parties**. Any **Party** may from time to time designate in writing new or substitute representatives. All notices required by this Contract shall be by written instrument executed by the **Parties** hereto and shall be directed to the following individuals:

For **Primary Care Office:** Original to: Stephen Holloway
Primary Care Office
4300 Cherry Creek Dr South
Denver, Colorado 80246

For **Provider:** Original to: **Name**
Street Address
City, Colorado Zip

For **Site:** Original to: **Name**
Site Name
Street address
City, Colorado Zip

16. SEVERABILITY

If any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Contract, which shall remain in full force and effect and be enforceable in accordance with its terms.

17. COMPLETE CONTRACT

This Contract is intended as the complete integration of all understandings between the **Parties**. No prior or contemporaneous addition, deletion, or other Amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other Amendment hereto shall have any force or effect unless embodied in a written contract and/or Amendment executed and approved pursuant to the State of Colorado Fiscal Rules.

18. WARRANTIES

The **Parties** warrant that each possesses actual, legal authority to enter into this Contract. The **Parties** further warrant that each has taken all actions required by its applicable law, procedures, rules, or by-laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract and bind that party to its terms. The person or persons signing this Contract, or any attachments or Amendments hereto, also warrant(s) that such person(s) possesses actual, legal authority to execute this Contract, and any attachments or Amendments hereto, on behalf of that **Party**.

19. APPLICABLE PROVISIONS

A. This Contract is based on the application submitted to, and as approved by, the **Sponsor** for the **Program**, and is subject to the provisions incorporated either directly or by reference in the following:

- (1) Public Law 110-339, Public Health Service Act (PHS), as amended.
- (2) PHS Grants Policy Statement (<http://grants.nih.gov/grants/policy/policy.htm#gps>) including addenda in effect as of the beginning date of the Budget Period.
- (3) 42 CFR 62.51-62.58, 45 CFR Part 74, or 45 CFR Part 92 (<http://www.access.gpo.gov>) as applicable.
- (4) In the event there are conflicting or otherwise inconsistent provisions applicable to this Contract, the above order of precedence shall prevail.

B. Nothing in this Contract shall limit or prohibit the **Site** from entering into a separate contract for the repayment of **Provider's** loans beyond this Contract.

20. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision of this Contract to the contrary, 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 Governmental Immunity Act. The **Parties** understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of sections 24-10-101, *et. seq.*, C.R.S., as now or hereafter amended and the risk management statutes, sections 24-30-1501, *et seq.*, C.R.S., as now or hereafter amended.

21. VENUE

The **Parties** agree that exclusive venue for any action related to performance of this contract shall be in the City and County of Denver, Colorado.

22. PERFORMANCE OUTSIDE THE STATE OF COLORADO AND/OR THE UNITED STATES

[Not applicable if Contract Funds include any federal funds]

Following the Effective Date, Contractor shall provide written notice to the State, in accordance with the Notices and Representatives provision, within 20 days of the earlier to occur of Contractor's decision to perform, or its execution of an agreement with a **Contractor(s)** to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this provision shall be posted on the Colorado Department of Personnel & Administration's website. Knowing failure by Contractor to provide notice to the State under this provision shall constitute a material breach of this Contract.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

* Persons signing for **Contractor(s)** 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.

CONTRACTORS:

**STATE OF COLORADO
JOHN W. HICKENLOOPER,
GOVERNOR**

NAME
(an individual health care provider
of the State of Colorado)

Signature of Provider

By: _____
**For the Executive Director
DEPARTMENT OF PUBLIC HEALTH
AND ENVIRONMENT**

Print Title of Provider

SITE LEGAL NAME
(a non-profit corporation of the State of Colorado)

PROGRAM APPROVAL:

Signature of Authorized Officer at Site

By: _____

Print Name of Authorized Officer at Site

Print Title of Authorized Officer at Site

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

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

By: _____

Date: _____

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SPECIAL PROVISIONS

These Special Provisions apply to all contracts except where noted in *italics*.

- 1. CONTROLLER'S APPROVAL. CRS §24-30-202(1).** This contract shall not be valid until it has been approved by the Colorado State Controller or designee.
- 2. FUND AVAILABILITY. CRS §24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
- 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, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
- 4. INDEPENDENT CONTRACTOR.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor 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 Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor 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. Contractor shall **(a)** provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, **(b)** provide proof thereof when requested by the State, and **(c)** be solely responsible for its acts and those of its employees and agents.
- 5. 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.
- 6. CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.
- 7. BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
- 8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
- 9. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507.** The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [*Not Applicable to intergovernmental agreements*] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

11. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101. [*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*] Contractor 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 or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor 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 Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §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, Contractor shall be liable for damages.

12. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101. Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

Revised 1-1-09

GENERAL PROVISIONS

1. FUND AVAILABILITY

Available Funds. The State is prohibited by law from making commitments beyond the term of the State's current fiscal year; therefore, **Provider's** compensation beyond the State's current Fiscal Year is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions. Payments pursuant to this Contract shall be made only from available funds encumbered for this Contract and the State's liability for such payments shall be limited to the available amount remaining of such encumbered funds. In the event that state funds become unavailable for this Contract, as determined by the State, the State may immediately terminate this Contract or amend it accordingly.

Federal Funds Contingency. Payment pursuant to this contract, if in federal funds, whether in whole or in part, is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. In the event that said funds, or any part thereof, become unavailable, as determined by the State, the State may immediately terminate this contract or amend it accordingly without liability including liability for termination costs.

2. DELINQUENT FEDERAL DEBT

By signing this Contract, **Contractor(s)** hereby certifies that it is not delinquent on the repayment of any federal debt.

Examples of federal debt include delinquent taxes, audit disallowances, guaranteed or direct student loans, FHA loans, business loans, and other miscellaneous administrative debts. For purposes of this certification, the following definitions of "delinquency" apply:

- (a) For direct loans and fellowships (whether awarded directly to the applicant by the Federal Government or by an institution using Federal funds), a debt more than 31 days past due on a scheduled payment. (Definition excludes "service" payback under a National Research Service Award.)
- (b) For guaranteed and insured loans, recipients of a loan guaranteed by the Federal Government or repurchased from a lender because the borrower breached the loan contract and is in default.
- (c) For grants, organizations in receipt of "Notice of Grants Cost Disallowance" which have not repaid the disallowed amount or which have not resolved the disallowance. (Definition excludes cost disallowances in an "appeal" status.)

Any **Contractor(s)** unable to make this certification must advise **Primary Care Office** prior to signing this Contract.

3. DEBARMENT AND SUSPENSION

(a) By signing this Contract, **Contractor(s)** hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. No subcontract shall be made to parties listed in the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Order (EO) 12549 and 12689, "Debarment and Suspension". This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than EO 12549.

(b) This certification is required by the regulations implementing 34 CFR, Part 85, Section 85.510, **Participants Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).**

Any **Contractor(s)** unable to make this certification must advise **Primary Care Office** prior to signing this Contract.

4. MISCONDUCT IN SCIENCE

By signing this Contract, **Contractor(s)** hereby certifies that it has established administrative or other policies for dealing with and reporting possible misconduct in science to the extent required by Subpart A, Sections 50.101 through 50.105 of CFR Title 42, Subchapter D.

5. INFLUENCE LOBBYING

By signing this Contract, **Contractor(s)** certifies to the best of its belief that:

- (a) No federal appropriated funds have been paid or shall be paid, by or on behalf of the **Contractor(s)**, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress,

an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement covered by United States Code (USC) 31 USC 1352.

(b) If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement directly resulting in this Contract, the **Contractor(s)** shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(c) The **Contractor(s)** shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and subcontracts under grants, loans and, cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(d) This certification applies only to federal transactions over \$100,000.

6. DRUG-FREE WORKPLACE

By signing and submitting this Contract, the **Contractor(s)** avers that the **Contractor(s)** is in compliance with the requirements of the "Drug-Free Workplace Act" (Public Law 100-690, Title V, Subtitle D, 41 USC 701 et seq.).

7. ACCESS TO RECORDS

The Secretary of the Health and Human Services, the Controller General of the United States, all appropriate Federal and State departments and agencies related to Medicare and Medicaid, and their duly appointed representatives, shall have the right to access all books, documents, and records of **Contractor(s)** and any organizations related to **Contractor(s)** by control of common ownership, which are pertinent to this Contract. Such access shall not be limited to Department of Health and Human Services (DHHS) agreements only but shall be in accordance with the definitions, terms, and conditions of 45 CFR 74 or 45 CFR 92, as applicable. Any time DHHS is referenced, substitute DHHS or appropriate federal agency.

8. AUDIT AND RECORDS

Contractor(s) financial management systems shall be in accordance with or equivalent to the standards and requirements for financial management systems and audits set forth or referenced in 45 CFR 74 or 45 CFR 92. **Contractor(s)** agrees to permit **Primary Care Office** or its agents to have access to its records and financial statements as reasonably determined necessary by **Primary Care Office**, and further agrees to retain such records for three (3) years after completion of this Contract.

9. CONFLICT OF INTEREST

By signing and submitting this Contract, the **Contractor(s)** avers that the **Contractor(s)** is in compliance with the requirements established under the Public Health Service, Department of Health and Human Services, 42 CFR, Part 50.

10. FOR CONTRACTS FUNDED WITH FEDERAL GOVERNMENT FUNDS, THE FOLLOWING ADDITIONAL PROVISIONS APPLY AS APPLICABLE

By signing this Contract, **Contractor(s)** hereby certifies that **Contractor(s)** is in compliance with the following:

(a) Office of Management and Budget Circulars A-87, A-21, or A-122, and A-102 or A-110.

(b) **Contractor(s)** shall be in compliance and all subcontracts shall contain a provision requiring compliance with EO 11246 "Equal Employment Opportunity", as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," as supplemented by regulations at 41 CFR, Part 60, "Office of Federal Contract Compliance Programs Equal Employment Opportunity, Department of Labor."

(c) 42 USC 6101 et seq., 42 USC 2000d, 29 USC 794. These Acts mandate that no person shall, on the grounds of race, color, national origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or in part, by Federal funds.

(d) The "Americans with Disabilities Act" (Public Law 101-336; 42 USC 12101, 12102, 12111-12117, 12131-12134, 12141-12150, 12161-12165, 12181-12189, 12201-12213 and 47 USC 225 and 47 USC 611).

(e) The "Hatch Act" (5 USC 1501-1508) and Public Law 95-454, Section 4728. These Federal statutes declare that Federal funds cannot be used for partisan political purposes of any kind by any person or organization

involved in the administration of Federally assisted programs.

(f) The “Davis-Bacon Act” (40 Stat. 1494, March 3, 1921, Chap. 411 USC 276A-276A-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). This Act requires that all laborers and mechanics employed by contractors or subcontractors to work on construction projects financed by Federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor. In addition, **Contractor(s)** shall be required to pay wages not less than once a week. The recipient shall place a copy of the prevailing wage determination issued by the Department of Labor in each solicitation and the award contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

(g) Where applicable, **Contractor(s)** and all subcontracts awarded by recipients in excess of \$2,000, for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-333), as supplemented by Department of Labor regulations (29 CFR, Part 5). Under Section 102 of the Act, each **Contractor(s)** shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

(h) If the **Contractor(s)** is acquiring an interest in real property and displacing households or businesses in the performance of this Subcontract, then the **Contractor(s)** is in compliance with the “Uniform Relocation Assistance and Real Property Acquisition Policies Act”, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256).

(i) When applicable, the **Contractor(s)** is in compliance with the provisions of the “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments” (Common Rule).

(j) When applicable, the **Contractor(s)** is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 USC et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

(k) When applicable, the **Contractor(s)** and any Contracts in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 USC 874), as supplemented by Department of Labor regulations (29 CFR, Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants for the United States”). The Act provides that each **Contractor(s)** or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled. The recipient shall report all suspected or reported violations of the Federal awarding agency.

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

11. CHANGES IN LAW

This Contract is subject to such modifications as may be required by changes in applicable federal or State law, or their implementing rules, regulations, or procedures. Any such required modification shall automatically be incorporated into and be part of this Contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this Contract shall be effective unless agreed to in writing by all **Parties** in the form of a written amendment to this Contract that has been previously executed and approved in accordance with applicable law.

12. SURVIVAL OF CERTAIN CONTRACT TERMS

Notwithstanding anything in this Contract to the contrary, the **Parties** understand and agree that all provisions of this Contract which may require continued performance, compliance, or effect beyond the termination date of

the Contract and shall survive such termination date and shall be enforceable by the State as provided herein in the event of failure to perform or comply by the **Contractor(s)**.

13. INDEMNIFICATION

Provider shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by **Contractor(s)**, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

14. COLORADO OPEN RECORDS ACT (CORA) DISCLOSURE. To the extent not prohibited by federal law, this Contract and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

15. STATEWIDE CONTRACT MANAGEMENT SYSTEM *[This section shall apply when the Effective Date is on or after July 1, 2009 and the maximum amount payable to Contractor hereunder is \$100,000 or higher]*

By entering into this Contract, **Contractor(s)** agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Contractor's performance shall be evaluated in accordance with the provisions of this Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation of **Contractor's** performance shall be part of the normal contract administration process and **Contractor's** performance will be systematically recorded in the statewide Contract Management System. Areas of review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of **Contractor's** obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Statement of Work of this Contract. Such performance information shall be entered into the statewide Contract Management System at intervals established in the Statement of Project and a final review and rating shall be rendered within 30 days of the end of the Contract term. **Contractor(s)** shall be notified following each performance and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance evaluation determine that **Contractor(s)** demonstrated a gross failure to meet the performance measures established under the Statement of

Work, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Colorado Department of Public Health and Environment and showing of good cause, may debar **Contractor(s)** and prohibit **Contractor(s)** from bidding on future contracts. **Contractor(s)** may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of **Contractor(s)**, by the Executive Director, upon showing of good cause.

OPTION LETTER

Date:	State Fiscal Year:	Option Letter No.	CMS Routing #
			CORE Encumbrance #

- 1) OPTIONS:** Choose all applicable options listed in §1 and in §2 and delete the rest.
- a. Option to renew only *(for an additional term)*
 - b. Change in the amount of goods within current term
 - c. Change in amount of goods in conjunction with renewal for additional term
 - d. Level of service change within current term
 - e. Level of service change in conjunction with renewal for additional term
 - f. Option to initiate next phase of a contract
- 2) REQUIRED PROVISIONS.** All Option Letters shall contain the appropriate provisions set forth below:
- a. **For use with Options 1(a-e):** In accordance with Section(s) _____ of the Original Contract routing number _____ between the State of Colorado, Insert Name of Department or Higher Ed Institution , and Contractor's Name, the State hereby exercises its option for an additional term beginning Insert start date and ending on Insert ending date at a cost/price specified in Section _____ , AND/OR an increase/decrease in the amount of goods/services at the same rate(s) as specified in Identify the Section, Schedule, Attachment, Exhibit etc.
 - b. **For use with Option 1(f), please use the following:** In accordance with Section(s) _____ of the Original Contract routing number _____ between the State of Colorado, Insert Name of Department or Higher Ed Institution , and Contractor's Name, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc for the term beginning Insert start date and ending on Insert ending date at the cost/price specified in Section _____ .
 - c. **For use with all Options 1(a-f):** The amount of the current Fiscal Year contract value is increased/decreased by \$ amount of change to a new contract value of Insert New \$ Amt to as consideration for services/goods ordered under the contract for the current fiscal year indicate Fiscal Year. The first sentence in Section _____ is hereby modified accordingly. The total contract value including all previous amendments, option letters, etc. is Insert New \$ Amt.
- 3) Effective Date.** The effective date of this Option Letter is upon approval of the State Controller or _____ , whichever is later.

<p>STATE OF COLORADO John W. Hickenlooper, GOVERNOR Department of Public Health and Environment</p> <hr/> <p>By: Lisa McGovern, Purchasing & Contracts Unit Director</p> <p>Date: _____</p>	<p>PROGRAM APPROVAL:</p> <p>By: _____</p>
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Date: _____