

CONTRACT AGREEMENT # 2023, 260, Archuleta County Department of Human Services

1. TERM OF CONTRACT

- a. It is understood and agreed that San Juan Basin Public Health ("**Contractor**" or "**Contracting Party**") hereby enters into this Contract Agreement ("**Agreement**") with Archuleta County Department of Human Services ("**Client**") and that this Agreement sets forth all the obligations of both parties.
- b. This Agreement shall become effective from July 1, 2023 through December 31, 2023.
- c. Archuleta County Department of Human Services agrees to pay San Juan Basin Public Health a maximum of \$2,000.

2. SERVICES TO BE PERFORMED BY CONTRACTOR

- a. The Contractor agrees to provide the services "**Services**" outlined in the proposal for services attached hereto as Exhibit A and incorporated herein. If Client should desire additional services from Contractor in the future, the Parties agree that the scope of such additional services shall be affirmed by a separate exchange of writings; thereafter, such additional services shall be subject to the provisions of this Agreement.
- b. The Contractor will determine the method, detail and means of performing the Services. While Client does not oversee Contractor's method of performing the Services, Contractor shall perform the Services in accordance with the completion schedule, coordinated plans and specifications, if any, provided by Client.

3. COMPENSATION; INVOICES

- a. In consideration for the successful completion of the Services, the Client agrees to pay Contractor for work performed in the amounts set forth on Exhibit A attached hereto. It is understood and agreed that the Contractor is not an employee of the Client for any purpose or on any basis. The Contractor is to be compensated only according to the terms of this Agreement and is not eligible for and will not receive or accrue any employee benefits, rights, or protections conferred by Client's personnel practices or procedures to Client's employees, if any.
- b. Following the end of each calendar month, Contractor shall promptly (not delaying more than fifteen days) provide Client with its detailed invoice setting forth work performed, dates and hours of performance, any preapproved expenses (together with copies of receipts for such expenses), and the total sum due to Contractor for such calendar month ("**Invoice**").

4. OBLIGATIONS OF CONTRACTOR

- a. Contractor represents that it, and/or its employees, have the skills necessary to provide the Services.
- b. Contractor agrees it shall perform the Services in a good and workmanlike manner in accordance with the terms of this Agreement. Further, Contractor will supply all tools and instrumentalities required to perform the Services under this Agreement. Client may provide materials and equipment as agreed by the parties from time to time.
- c. Contractor agrees to provide an updated contract budget in a separate document.
- d. Contractor agrees to notifying Client of staffing changes for the purposes of this Agreement.
- e. Contractor agrees not to use Client's name, logo or quotes and statements without the express written permission of Client.
- f. Contractor may represent, perform services for, and be employed by such additional clients, persons or companies as Contractor, in its sole discretion, sees fit.
- g. Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents, if any, and agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.
- h. The Contractor agrees not to interfere with or oppose the relationship between the Client and Client's employees. Contractor agrees that it will not at any time file any claim for unemployment insurance, state disability insurance, worker's compensation insurance or any other statutory benefit, wherein Contractor names or identifies Client as its employer. Any such claim shall constitute a material breach of this Agreement and Contractor agrees to indemnify Client from all such claims, including the payment of all related attorney's fees and costs necessary to defend such claims.
- i. To the extent permitted under law, Contractor agrees that it will treat as confidential all information and data of the Client made available during this Agreement.
- j. Contractor specifically agrees if, while providing the Services, it views patient information and/or protected health information, Contractor, its agents and employees, shall be obligated to treat any patient information (including, but not limited to, patient names, diagnosis, treatments, and otherwise) as confidential. Such obligation shall survive the termination of this Agreement.
- k. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Contractor without prior written consent of Client.

5. OBLIGATIONS OF CLIENT

- a. If additional services are requested by Client and Contractor agrees to perform such additional services, Client agrees to define the scope of such work in writing.
- b. Client agrees to promptly pay Contractor's invoices submitted to Client in accordance with this Agreement.
- c. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Client without the prior written consent of Contractor.

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6. TERMINATION OF AGREEMENT

- a. Notwithstanding any other provision of this Agreement, this Agreement shall continue until terminated. This Agreement may be terminated at any time by either party upon giving thirty (30) days written notice to the other party.
- b. This Agreement shall terminate automatically, for cause, on the occurrence of any of the following events:
 - i. If either party materially breaches or defaults in the performance of any of such party's obligations under this Agreement;
 - ii. Bankruptcy or insolvency of either party; or
 - iii. Cessation of the business of either party (by death, dissolution, sale of business, etc. as applicable to either party).

7. CONTRACT RELATIONSHIP.

IT IS MUTUALLY UNDERSTOOD AND AGREED BY THE PARTIES THAT CONTRACTOR SHALL AT ALL TIMES ACT AS AN INDEPENDENT CONTRACTOR, AND NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS CREATING ANY FORM OF EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND CLIENT. CONTRACTOR SHALL BE RESPONSIBLE FOR PAYMENT OF ALL FEDERAL AND STATE TAXES ON ALL COMPENSATION HE RECEIVES UNDER THIS AGREEMENT. AS AN INDEPENDENT CONTRACTOR, CONTRACTOR SHALL NOT BE ENTITLED TO ANY CONTRIBUTION BY CLIENT FOR UNEMPLOYMENT AND WORKERS' COMPENSATION BENEFITS NOR SHALL IT BE AVAILABLE FOR ANY EMPLOYEE FRINGE BENEFITS. CONTRACTOR SHALL INDEMNIFY CLIENT AGAINST ANY AND ALL LOSS OR LIABILITY ARISING FROM PAYMENT OF INCOME TAXES ON THE COMPENSATION IT RECEIVES UNDER THIS AGREEMENT. CLIENT SHALL PROVIDE CONTRACTOR WITH AN IRS FORM 1099 FOR THE COMPENSATION PAID TO IT, WHICH IS AN IRS FORM DOCUMENTING PAYMENTS MADE TO AN INDEPENDENT CONTRACTOR AND NOT AN EMPLOYEE.

8. GENERAL PROVISIONS

The standard provisions set forth on Exhibit D attached hereto and incorporated herein shall apply to this Agreement.

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Contractor: Archuleta County Board of County Commissioners

Authorized Signature and Title **Date**

Client: San Juan Basin Public Health

Signature and Title **Date**

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EXHIBIT A – DESCRIPTION OF THE SPECIFIC SERVICES

San Juan Basin Public Health (SJBPH) has been a provider agency of SafeCare Colorado and has provided services to families in Archuleta and La Plata counties since 2018. This program directly supports the child welfare department(s) by providing ongoing education to child welfare staff on the service opportunity, eligible populations, referral processes, as well as by providing a feedback loop on referrals, enrollment, and outcomes.

SafeCare® Colorado sites are expected to demonstrate collaborations between a provider agency and one or more county child welfare department(s). In 2021 Colorado Department of Human Services made the strong recommendation for provider agencies to request supportive funding from their local county departments of child welfare. This model is intended to increase sustainability and build capacity at the local level as well as to increase local partnerships.

Due to caseloads decreasing during the pandemic and staff vacancies, this program is currently considered to be in a 'rebuilding phase'. Staff must go through extensive training and credentialing to carry caseloads above five families. SJBPH currently has two full time Parent Support Providers that perform outreach and working with families in La Plata County.

COUNTY SPECIFIC DATA 2018-2021

Archuleta County

Caseload 10

Referrals 24

Outreach Events/Presentations 57

PROCESS

SJBPH SafeCare staff will complete an 'Affidavit of eligibility to receive services' form (Exhibit C), which will ensure that the family meets the guidelines of each counties Department of Human Services.

REPORTING

- SJBPH will report out monthly on the following:
 - # of families served (Caseload)
 - # of outreach events performed
 - # of families served that are eligible based on the guidelines provided (affidavit of eligibility to receive services' form

FURTHER AGREEMENTS

During the contract period:

- Archuleta County Department of Human Services agrees to fund SJBPH SafeCare program, not to exceed the total amount of **\$2,000**.
- SJBPH Community Health Programs Director will provide supervision and support to the SafeCare staff on an ongoing basis and will provide documentation of oversight.

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- Invoices and monthly reports will be submitted by the 15th day of the following month. Due to the contract end date of December 31, 2023, the final invoice is due December 20th, 2023. This agreement can be terminated by either party with 30 days' notice.

EXHIBIT B – SAFECARE SOW

The Statement of Work (SOW) is a document which describes the scope of work required to complete a specific project. It is a formal document and must be agreed upon by all parties involved and ultimately becomes a part of the executed agreement (Contract, PO, etc.). In order to be effective, the SOW must contain an appropriate level of detail so all parties clearly understand what work is required, the duration of the work involved, what the deliverables are, and what is acceptable.

INTRODUCTION/BACKGROUND

SafeCare® is an internationally recognized, evidence-based, in-home parent support program that provides direct skills training to parents and caregivers. The parenting model was developed in 1979, and in 2007 the National SafeCare® Training and Research Center (NSTRC) was created through Georgia State University, where it remains today. SafeCare® was implemented in Colorado in 2013 as part of former Governor Hickenlooper's Child Welfare Plan, "Keeping Kids Safe and Families Healthy 2.0." SafeCare® Colorado is currently provided at 13 community organizations in 40 counties and serves two tribal nations.

Based on the SafeCare® model, SafeCare® Colorado is a flexible, free, and voluntary parent support program for parents and caregivers with children ages five and under who need extra support to keep their families safe and healthy. SafeCare® Colorado's goal is to increase parenting skills and to prevent families from entering or re-entering the child welfare system. SafeCare® Colorado offers one of the shortest parent support programs in the state – completing the entire program typically takes 18-20 weekly visits (about 4-6 months). SafeCare® Colorado is delivered by trained parent support providers, who use a proven process to help at-risk parents and caregivers build on their existing skills in three topics, including home safety, child health and parent-child interactions. An independent evaluation and continuous quality improvement are conducted to evaluate program effectiveness, monitor performance, and adjust practice in Colorado.

Colorado's goal is to fund prevention services for families at risk of entering the child welfare system by implementing and expanding evidence-based home visiting programs with fidelity to the evidence-based model, to use Continuous Quality Improvement plans to improve service delivery, and to collect program data that will show progress towards intended goals. More specifically, SafeCare® Colorado's goal is to prevent families from entering or re-entering the child welfare system.

SCOPE OF WORK

San Juan Basin Public Health (SJBPH) shall provide services according to the following: Based on the SafeCare® model, SafeCare® Colorado is a flexible, free, and voluntary parent support program for parents and caregivers with children ages five and under who need extra support to keep their families safe and healthy. Parent support providers will use a proven process to help at-risk parents and caregivers build on their existing skills in three topic areas: home safety, child health, and parent-child interactions. The home safety topic targets risk factors for environmental neglect and unintentional injury by teaching parents and caregivers how to identify and remove common household hazards. This topic also emphasizes the importance of proper supervision. The child health topic teaches parents and caregivers how to prevent, identify, and respond to common childhood illness and injuries. This topic also promotes keeping sound medical records and the importance of preventative care including routine vaccines and well checks, which will help reduce incidences of medical neglect. During the parent-child interaction topic, parent support providers will teach parents and caregivers ways to increase positive behaviors, prevent difficult behaviors and have a stronger relationship with their children. Providers shall support Parents and caregivers to learn ways to help their children make good decisions and develop routines so family time can be more enjoyable and less stressful.

SJBPH providers shall follow the component of the SafeCare® program's proven session structure for each topic, which includes a baseline assessment, training sessions, and follow-up assessments to monitor change. Throughout the training, providers shall use a set

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of observation checklists for each topic and conduct observational assessments to gauge current skills and areas in need of improvement.

PERIOD OF PERFORMANCE

The initial term of the contract is July 1, 2022, through June 30, 2023. The contract may be renewed for three additional one-year periods at the sole discretion of the State and/or contingent upon funds being appropriated, budgeted, and otherwise being made available, and based on satisfactory performance and/or other contractual requirements.

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EXHIBIT C: AFFIDAVIT OF ELIGIBILITY FORM:

Archuleta County Department of Human Services

Affidavit of eligibility to receive services through the Safe Care program

By initialing in the boxes below, I _____ (print full legal name) agree that I am providing accurate and honest information about my family and our needs. I understand that by providing false information to the Department of Human Services, San Juan Basin Public Health, or any affiliated parties, I may be disqualified from receiving further benefits and may be liable for repayment of benefits issued to me if found to be ineligible for services.

County Diversion Eligibility

- My combined household taxable gross income is below \$75,000 annually.
- I am lawfully present in the United States
- I am in care of at least one dependent child or am currently pregnant

Client Printed Name: _____

Client Signature: _____

Date Signed: _____

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EXHIBIT D - STANDARD PROVISIONS

(09.04.2013)

- 1.1. **Compliance with all laws; Compliance with HIPAA.** Each party agrees that in connection with this Agreement each shall, at all times, comply with all applicable laws including, but not limited to, the following: (a) applicable federal and Colorado law and regulations, including those of the Colorado Department of Health and Environment and the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended; and (b) to the extent applicable to this Agreement, with the Medicare Conditions of Participation and any other requirements for participation in Medicare and Medicaid; and (c) the reasonable requirements of any other applicable regulatory or accrediting agency or third party payor; and (d) the professional and ethical guidelines of applicable professional associations. To the extent the Agreement would provide the client with "protected health information" as that term is defined by 45 CFR 160.103, each party shall not use, disclose, create, receive, maintain, or transmit protected health information other than as allowed by the HIPAA regulations at 45 CFR 160.101, et seq. Further, both parties agree that to promptly (within 3 business days) report to the other any breaches of the foregoing limitation regarding use or disclosure of protected health information.
- 1.2. **Insurance.** Each of the Parties shall, at his/her/its sole cost and expense, procure, keep and maintain throughout the term of this Agreement, insurance coverage in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate, for professional liability, negligence, errors and omissions, and comprehensive general liability. In addition to the coverages specifically listed herein, each of the Parties shall maintain any other usual and customary policies of insurance applicable to the services or other work being performed pursuant to this Agreement. By requiring insurance herein, neither party represents that coverage and limits will necessarily be adequate to protect the insuring party and such coverage and limits shall not be deemed as a limitation on the insuring party's liability under the indemnities granted to the other party in this Agreement. Said insurance policy shall cover all Services or other work provided under or in connection with this Agreement and shall provide for at least thirty (30) days' prior written notice to the other party for cancellation or diminution in coverage to take effect. Upon request, each party shall provide the other party with a certificate evidencing such insurance. In the event either party procures a "claims made" policy to meet the insurance requirements herein, such policy shall cover all acts of said party during the term of this Agreement and said party shall either: (i) continuously maintain such insurance until the expiration of at least five (5) years following expiration or termination of this Agreement or (ii) shall purchase "tail" coverage, effective upon expiration or termination of any such policy or upon expiration or termination of this Agreement, to provide coverage for at least five (5) years from the occurrence of either such event. In either case, said party shall provide proof of coverage, with notice of cancellation, as stated above. Failure to maintain the required insurance by one of the Parties, as set forth in this Agreement, may result in immediate termination of this Agreement by the other party.
- 1.3. **Responsibility for Own Acts.** Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by said party, its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said party under this Agreement. In the event that a claim is made against both Parties, it is the intent of both Parties to cooperate in the defense of said claim and to cause their insurers to do likewise. Both Parties shall, however, retain the right to take any and all actions they believe necessary to protect their own interests.
- 1.4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado applicable to agreements made and to be performed wholly within that state, irrespective of such state's choice-of-law principles.
- 1.5. **Partial Invalidity.** If any provision of this Agreement is found to be invalid or unenforceable by any court or other lawful forum, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions of this Agreement, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.
- 1.6. **Cumulation of Remedies.** The various rights, options, elections, powers, and remedies of the Parties contained in, granted, or reserved by this Agreement, are in addition to any others that the Parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.
- 1.7. **Waiver.** Any waiver of any term or condition of this Agreement must be in writing and signed by the Parties. No delay or failure by either party to exercise any right or remedy it may have shall operate as a continuing waiver of such right or remedy, or prejudice such party's right to insist upon full compliance by the other party of the terms of this Agreement. Only SJBPH's Executive Director, duly authorized, has the authority to waive provisions of this Agreement on behalf of SJBPH.
- 1.8. **Attorney's Fees.** If any action is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney's fees incurred therein from the non-prevailing party, in addition to such other relief as the court or other officiating body may deem appropriate.
- 1.9. **Further Assurances.** Each party agrees, at its own cost, to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the agreements contained herein in the manner contemplated hereby.
- 1.10. **Assignment.** Client shall not have the right or the power to assign this Agreement nor any of the rights or obligations inuring to or imposed upon it herein, and any attempted or purported assignment shall be null and void and of no effect. SJBPH may, upon written notice to client, assign this Agreement to any entity related by ownership or control to SJBPH.

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1.11. **Amendments.** This Agreement may be amended at any time by mutual agreement of the Parties without additional consideration, provided that, before any amendment shall become effective, it shall be reduced to writing and signed by each of the Parties.

1.12. **Survival.** Except as otherwise expressly provided in this Agreement, all covenants, agreements, representations and warranties, expressed and implied, shall survive the termination of this Agreement, and shall remain in effect and binding upon the Parties until they have fulfilled all of their obligations hereunder and the statute of limitations shall not commence to run until the time such obligations have been fulfilled.

1.13. **No Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement. Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the Parties.

1.14. **Headings.** The headings of the sections of this Agreement are included for the purposes of convenience only and shall not affect the interpretation of any provision hereof.

1.15. **Force Majeure.** Neither party hereto shall be liable for any delay or failure in the performance of any obligation under this Agreement or for any loss or damage (including indirect or consequential damage) to the extent that such nonperformance, delay, loss or damage results from any contingency which is beyond the control of such party, provided such contingency is not caused by the fault or negligence of such party. A contingency for the purposes of this Agreement shall be Acts of God, fires, floods, earthquakes, explosions, storms, wars, hostilities, terrorist attacks, blockades, public disorders, quarantine restrictions, embargoes, strikes or other labor disturbances, and compliance with any law, order or control of, or insistence by any governmental or military authority. The party claiming to be affected by such contingency shall give immediate notice to the other party, giving full particulars thereof, and all such contingencies shall, as far as is reasonably possible, be remedied with all reasonable efforts and dispatch. The existence of such contingencies shall justify the suspension of performance hereunder by either party and shall extend the time for such performance for a period equal to the period of delay; provided, however, that if such period of delay shall exceed sixty (60) days from the date of such notice, either party shall have the right to cancel this Agreement.

1.16. **Confidentiality.** To the extent permitted by law, the Parties shall hold in confidence the information contained in this Agreement and each of them hereby acknowledges and agrees that all information related to this Agreement, not otherwise known to the public, is confidential and proprietary and is not to be disclosed to third persons without the prior written consent of each of the Parties except: (i) to the extent necessary to comply with any law, rule or regulation or the valid order of any governmental agency or any court of competent jurisdiction; (ii) as part of its normal reporting or review procedure, to its auditors and attorneys; (iii) to the extent necessary to obtain appropriate insurance, to its insurance agent; or (iv) as necessary to enforce its and perform its agreements and obligations under this Agreement. Each of the Parties shall treat all non-public information obtained as part of this engagement as confidential and shall not, without written authorization from the other party, release or share such information with any third party, except as may be required by law. Each of the Parties agrees that, prior to reporting any actual or perceived violation of law to any governmental entity, even if required by law to do so, said party will first discuss any potential legal or compliance matter with the other party's most senior leader (e.g., as to SJBPH, its Executive Director) and, unless otherwise required by law, provide the other party with an opportunity to investigate and appropriately report any compliance matter brought to its attention by said party.

1.17. **Relationship of the Parties; Independent Contractor.** In the performance of this Agreement, the Parties mutually understand and agree that each is at all times acting as and shall be treated as independent contractors vis-a-vis the other. Each of the Parties shall exercise independent judgment at all times and shall not be subject to the direction, control, or supervision of the other in the performance of this Agreement, except that each of the Parties shall be subject to the standards, including but not limited to the performance standards set forth in this Agreement. Additionally, each of the Parties shall be solely responsible for the salary, compensation, benefits, payroll taxes, required insurance, workers' compensation insurance, compliance with employment laws and similar items of said party and shall indemnify and hold the other party harmless from and against all such items, liability and costs arising from any claim by or on behalf of said party, any governmental agency, or any other person alleging that said party is an employee of the other party. The client shall purchase and provide SJBPH with proof of its workers' compensation coverage for such employees.

TO THE EXTENT APPLICABLE TO EACH PARTY, THE FOLLOWING PROVISIONS SHALL APPLY:

2.1. **Compliance with Federal Payor Requirements.**

2.1.1 **Excluded Provider & Indemnification.** Each of the Parties hereby represents and warrants that it is not now and at no time has it been excluded from participation in any federally funded health care program, including Medicare and Medicaid. Each of the Parties hereby agrees to immediately notify the other of any threatened, proposed, or actual exclusion of the notifying party from any federally funded health care program, including Medicare and Medicaid. In the event that a party is excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the Effective Date of this Agreement it is determined that such party is in breach of this Section, this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate. Each of the Parties shall indemnify and hold harmless the other against all actions, claims, demands and liabilities, and against all loss, damage, costs and expenses, including reasonable attorneys' fees, arising directly or indirectly, out of any violation of this Section by such party, or due to the exclusion of such party from a federally funded health care program, including Medicare or Medicaid. This Section shall survive the termination of this Agreement.

2.1.2 **Application of Requirements.** SJBPH and client specifically recognize that each party may provide services to patients covered by the Medicare program (Title XVIII of the Social Security Act) and that each has an obligation to comply with the requirements of the Medicare program for payment for services provided by SJBPH-based physicians, to the extent that such services are provided pursuant to this Agreement. Each party hereby agrees to cooperate with the other in order to assure that these requirements are met.

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2.1.3 **No Billing in Violation of Medicare Regulations.** Group shall not submit on behalf of itself or client any claim to any federally funded health care program, state funded health care program, a patient, insurer or any other third person for Services provided by client under this Agreement. SJBPH may immediately terminate this Agreement upon client's violation of this Section, and client shall indemnify SJBPH for all losses suffered by SJBPH as a result of any such violation, whether intentional or negligent. This Section shall survive the termination of this Agreement.

2.1.4 **Recordkeeping.** If and to the extent required by Section 1395x(v)(1)(i) of Title 42 of the United States Code ("U.S.C."), until the expiration of four (4) years after the termination or expiration of this Agreement, each of the Parties shall make available, upon written request by the Secretary of the Department of Health and Human Services (the "Secretary"), or upon request by the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the Services provided by said party under this Agreement. Each of the Parties further agrees that, in the event it carries out any of its duties under this Agreement through a subcontract with a related organization with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, such subcontract shall contain a provision requiring the related organization to make available until the expiration of four (4) years after the furnishing of such goods or services pursuant to such subcontract upon written request to the Secretary, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents and records of such organization as are necessary to verify the nature and extent of such costs.

2.1.5 **Compliance with Medicare Anti-Kickback, Self-Referral and Anti-Rebate Laws.** Neither party shall engage in any activity prohibited by 42 U.S.C. Section 1395nn (42 Code of Federal Regulations, Part 411 (411.1 to 411.361)), 42 U.S.C. Section 1320a-7a and 42 U.S.C. Section 1320a-7b (42 Code of Federal Regulations, Part 1001 (1001.952(a) to 1001.1001)) or any other federal, state or local law or regulation relating to the referral of patients, including, without limitation, anti-rebating and self-referral prohibitions and limitations, as those regulations now exist or as subsequently amended, renumbered or revised, nor shall either party associate or engage in similar activities with respect to any third party payors, including, but not limited to, soliciting or receiving, directly or indirectly, any compensation, in cash or in kind, or offering to pay any compensation to a third person in exchange for referring an individual to a person for the furnishing of any item or service for which payment may be made in whole or in part by Medicare or Medicaid or any other state or federally funded healthcare payment program.

2.1.6 **No Referral Obligation.** Nothing in this Agreement shall be construed to require client to refer patients to SJBPH or to require SJBPH to refer patients to client.

2.2. **Jeopardy.** Notwithstanding anything to the contrary herein contained, in the event the performance by either party of any term, covenant, condition or provision of this Agreement jeopardizes the licensure of SJBPH, its participation in, or the payment or reimbursement from, Medicare, Medicaid, Blue Cross or other reimbursement or payment programs, or its full accreditation by CDPHE, The Joint Commission (TJC) or any other state or nationally recognized accreditation organization, or the tax-exempt status of SJBPH or any affiliated entity, any of their property or financing (or the interest income thereon, as applicable), or will prevent or prohibit any health care professionals or their patients from utilizing SJBPH or any of its services, or if for any other reason said performance should be in violation of any statute, ordinance, or be otherwise deemed illegal, or be deemed unethical by any recognized body, agency, or association in the medical fields, SJBPH may initiate negotiations to resolve the matter through amendments to this Agreement and, if the Parties are unable to resolve the matter within thirty (30) days thereafter, SJBPH may, at its option, terminate this Agreement immediately. The Parties acknowledge and agree that this provision imposes a duty on each of the Parties to act in good faith, and where agreement is required, such agreement shall not be unreasonably withheld. After an initial notice is given as provided for in this Section, the Parties agree to cooperate and to act in such a manner as to eliminate or minimize to the extent possible any of the potential conditions described herein. This Section shall apply regardless of the reason that one or more of the described potential conditions exists, including, but not limited to, because of the occurrence of substantially changed circumstances.