



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

REQUEST FOR PROPOSAL
COVER PAGE

RFP Number: **7074-19**

RFP Title: **Youth and Family Focused Outpatient Substance Abuse Services**

Non-Mandatory Pre-Proposal Meeting: November 18, 2019 – 3:30 to 5:00 p.m.
Location: Boulder County Housing and Human Services, Large Conference Room, 2nd floor of 2525 13th St, Boulder, CO 80304

RFP Questions Due: December 6, 2019 – 2:00 p.m.

Submittal Due Date: January 10, 2020 – 2:00 p.m.

Email Address: purchasing@bouldercounty.org

Documents included in this package:

- Proposal Instructions
- Terms and Conditions
- Specifications
- Insurance and W-9 Requirements
- Submittal Checklist
- Evaluation Criteria
- Signature Page
- Sample Contract



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

PROPOSAL INSTRUCTIONS

1. Purpose/Background

Boulder County Housing and Human Services (BCDHHS) is seeking proposals from qualified providers to contract for the following specialized services:

1. Outpatient and Intensive Outpatient Treatment for child, adolescent, and young adult substance use conditions and disorders
2. Sober Parenting Life Skills Programs

Applicants are required to develop proposals that reflect: (1) their organizational treatment capacity and experience in providing the substance use disorder (SUD) treatment level of care for children and youth for which a proposal is being submitted and (2) the ability to provide, or partner with community partners to provide, ancillary services demonstrated to support substance abuse recovery.

2. Non-Mandatory Pre-Proposal Meeting

BCDHHS will host a **Non-Mandatory** pre-proposal meeting with prospective vendors to discuss project requirements and expectations. The meeting will be held on **November 18, from 3:30 to 5:00 p.m.** in the Large Conference Room, on the 2nd floor of 2525 13th St, Boulder, CO 80304.

3. Written Inquiries

All inquiries regarding this RFP will be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before **2:00 p.m. December 6, 2019**. A response from the county to all inquiries will be posted and sent via email no later than **December 16, 2019**.

Please do not contact any other county department or personnel with questions or for information regarding this solicitation.

4. Submittal Instructions

Submittals are due at the Administrative Services Information Desk or email box (preferred) listed below, for time and date recording on or before **2:00 p.m. Mountain Time on January 10, 2020.**

Your response can be submitted in the following ways. Please note that email responses to this solicitation are preferred, but are limited to a maximum of 25MB capacity. NO ZIP FILES ALLOWED. Electronic submittals must be received in the email box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This email box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the proposer to ensure their documents are received before the deadline specified above. Boulder County does not accept responsibility under any circumstance for delayed or failed email or mailed submittals.

Email purchasing@bouldercounty.org; identified as **RFP # 7074-19** in the subject line.

-OR-

US Mail One (1) unbound copy of your submittal, printed double-sided, 11 point, on at least 50% post-consumer, recycled paper must be submitted in a sealed envelope, clearly marked as **RFP # 7074-19**, to the Administrative Services Information Desk located at 1325 Pearl Street, Boulder, CO 80302.

All RFPs must be received and time and date recorded by authorized county staff by the above due date and time. Sole responsibility rests with the proposer to see that their RFP response is received on time at the stated location(s). Any responses received after due date and time will be returned to the proposer.

The Board of County Commissioners reserves the right to reject any and all responses, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the Board, is in the best interest of the Board and of the County of Boulder, State of Colorado.

Americans with Disabilities Act (ADA): If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator or the Human Resources office at (303) 441-3525 at least 48 hours before the scheduled event.



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

TERMS AND CONDITIONS

1. Proposers are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the proposer's risk.
2. Each proposer will furnish the information required in the Request for Proposals.
3. The Contract/Purchase Order will be awarded to that responsible proposer whose submittal, conforming to the Request for Proposals, will be most advantageous to the County of Boulder, price and other factors considered.
4. The County of Boulder reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, and to accept any portion of or all items proposed if deemed in the best interest of the County of Boulder to do so.
5. No submittal will be withdrawn for a period of thirty (30) days subsequent to the opening of proposals without the consent of the County Purchasing Agent or delegated representative.
6. A signed purchase order or contract furnished to the successful proposer results in a binding contract without further action by either party.
7. Late or unsigned proposals will not be accepted or considered. It is the responsibility of proposers to ensure that the proposal arrives at the Administrative Services Information Desk prior to the time indicated in the "Request for Proposals."
8. The proposed price will be exclusive of any Federal or State taxes from which the County of Boulder is exempt by law.
9. Any interpretation, correction or change of the RFP documents will be made by Addendum. Interpretations, corrections and changes of the RFP documents made in any other manner will not be binding, and proposer will not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral

clarification.

10. Confidential/Proprietary Information: Proposals submitted in response to this “Request for Proposals” and any resulting contract are subject to the provisions of the Colorado Public (Open) Records Act, 24-72-201 et.seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the proposal and any resulting contract will be clearly stated in the proposal itself. Confidential/proprietary information must be readily identified, marked and separated/package from the rest of the proposal. **Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal, in its entirety, nor proposal price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.**

The Boulder County Attorney’s Office retains sole authority for determining whether the Colorado Open Records Act requires or permits Boulder County to disclose proposal or bid documents, or any information contained therein, pursuant to an open records request.

11. Boulder County promotes the purchase/leasing of energy efficient, materials efficient and reduced toxic level products where availability, quality and budget constraints allow. Proposers are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Proposers are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product, but is not excessive.
12. Pursuant to Colorado law (House Bill 1292), in any bidding process for public works in which a bid is received from a non-resident bidder who is from a state that provides a percentage bidding preference, a comparable percentage disadvantage will be applied to the bid of that bidder. Bidders may obtain additional information from the Department of Personnel’s website: <http://www.colorado.gov/dpa/>.



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

SPECIFICATIONS

Solicitation of Qualifications

Boulder County Housing and Human Services is dedicated to supporting and sustaining healthy communities that strengthen individuals and families while promoting human dignity and hope for the future. We believe in co-creating solutions for complex family and community challenges by fully, effectively, and efficiently integrating health, housing, and human services to strengthen the broad range of Social Determinants of Health, in turn generating a more self-sufficient, sustainable, and resilient community.

Boulder County Housing and Human Services (BCDHHS) is seeking proposals from qualified providers to contract for the following specialized services:

- 1. Outpatient and Intensive Outpatient Treatment for child, adolescent, and young adult substance use conditions and disorders**
- 2. Sober Parenting Life Skills Programs**

For those applicants submitting proposals for both services, a separate and complete proposal must be submitted for each service for which funding is sought.

BCDHHS prefers applicants that support a Multi-Disciplinary Team (MDT) concept and that are willing to work as a member of a larger treatment team. BCDHHS is committed to providing therapeutic services and modalities that are Evidence-Based Practices or modalities that research supports as promising practices and have demonstrated outcomes. It is requested that applicants indicate all specialized training in their response.

It is BCDHHS's intent to award multiple contracts to one or more contractors who can offer the required specialized services. The awarded contractors will be required to enter into a continuing services contract for two years, with the option to renew through **May 31, 2022**. Services will be requested on an as-needed basis. Therefore, there is no guarantee that any work will be directed to an awarded contractor.

Scope of Services

All interested parties must be able to perform the services and meet the minimum requirements outlined below, in order to be considered for award. Applicants must be specific in their response about which services and population they are qualified and experienced to work with and proposals submitted should specify the area of specialized treatment (listed below). **Applicants should have advanced knowledge of child abuse and neglect dynamics, share a philosophy rooted in family stabilization and reunification whenever possible, and demonstrate specific trauma-informed care experience.**

A. Scope of Work

I. Treatment for child, adolescent, and young adult substance use conditions and disorders:

- Services to be provided on site:
 - 24-hour walk-in crisis/assessment services
 - Medical screening, triage and clearance
 - Crisis stabilization unit (CSU)
 - Treatment for children youth and adolescent substance use conditions and disorders including:
 - Outpatient Services for children, youth, and adolescents (American Society of Addiction Medicine (ASAM) Level 1)
 - Intensive Outpatient treatment for children, youth, and adolescents (ASAM Level 2.1)
 - Care coordination to facilitate continuity of care and connection to community-based services
 - Maintenance and continuing care services
- Services to be provided on site or via functional linkages:
 - Outpatient Medication Assisted Treatment (MAT) in alignment with ASAM recommendations and the Federal Code on opioid treatment for adolescents- 42 CFR § 8.12 (preference will be given to providers offering MAT services on-site).
 - Concurrent practices for the prevention of sexually transmitted infections and blood-borne viruses
 - Educational Supports
 - Transportation Services
 - Recreational/ Experiential Activities

II. Sober Parenting and Life Skills Program

- Provide an experiential and educational program to parents/caregivers who are in substance abuse treatment and recovery to:
 - a) Address the specific parenting needs of families affected by parental substance use and co-occurring disorders;
 - b) Re-establish and strengthen parents' connections to their children

- c) Educate parents on how to meet recovery needs and balance healthy parenting skills
- d) Develop healthy parenting skills
- e) Develop healthy coping skills and model self-care
- f) Promote healthy parenting and communication styles;
- g) Develop and enhance family understanding of substance abuse and recovery
- h) Cope with guilt, shame, and stigma
- i) Support whole family recovery and support systems

B. Description of Service

I. Outpatient services for children, adolescents, and young adults (ASAM Level 1)

- Providers will be expected to provide ASAM Level 1 core services tailored to the unique physical, cognitive, emotional, moral, and social development of youth.
- Providers will be expected to provide some programming during after-school, evening, and/or weekend hours.
- Treatment must take into account gender, ethnicity, disability status, stage of readiness to change, and cultural background.

A. Outpatient Services Requirements

Services are provided by a multi-disciplinary team in 6 or more hours per week for adolescents. Members of the team may include addiction, mental health treatment, peer support specialists, and general health care personnel, including addiction credentialed physicians. The team provides professionally directed screening, evaluation, treatment and ongoing recovery and disease management services. Outpatient services will address substance use needs from a family systems, multi-generational approach.

Services are tailored to each client’s level of clinical severity and function and are designed to help the client achieve changes in their alcohol and/or other drug use or addictive behaviors. Treatment addresses major lifestyle, attitudinal, and behavioral issues that have the potential to undermine the goals of treatment or impair the client’s ability to cope with major life tasks without the addictive use of alcohol and/or other drugs.

These services exist on the treatment continuum to provide greater access to care for (1) individuals not interested in recovery that are mandated to treatment, (2) individuals in early recovery that need education, monitoring and/or continuing management, and (3) those who are stepping down from a more intensive level of care.

i. Outpatient Services Support Requirements

- a. Medical, psychiatric, psychological, laboratory and toxicology services available on-site or consultation or through closely coordinated referral; medical and psychiatric consultation is available within 24 hours by telephone or in person within a timeframe appropriate to the severity and urgency of the consultation requested;
 - b. Directly affiliated with or closely coordinated referral to more intensive levels of care and medication management;
 - c. Emergency services available by telephone 24 hours a day/7 days a week;
 - d. Case management for clients as indicated.
- ii. Outpatient Services Assessment/Treatment Plan Review Requirements
- a. Individualized, comprehensive biopsychosocial assessments of a comprehensive substance use and addictive behaviors history reviewed by a physician, and if determined needed by a client's medical condition, a physical examination within a reasonable amount of time;
 - b. An individualized treatment plan developed in partnership with the client and family that includes challenges, needs, strengths, skills, priority formulation and articulation of short-term, measurable treatment goals (including the client's treatment goals), preferences and activities designed to achieve those goals; and
 - c. Monitoring, including biomarkers and toxicology testing.
- iii. Specific Considerations
1. Applicants must demonstrate in their proposals an ability successfully meet all of the following requirements:
 - a. Staff knowledgeable about adolescent development and experience working with and engaging youth and young adults;
 - b. Engagement and integration of families, caregivers and other important resources in treatment planning, services, and transition planning to support client recovery;
 - c. Proactively transitioning adolescents in need of continued SUD treatment to the Adult/Older Adult Systems of Care including partnering with adolescents and their families in developing comprehensive transition plans that address the wide range of treatment and support needs such as housing, vocational services, and other community supports; and
 - d. Collaborative working relationships with child welfare, mental health, court, schools, primary care, and juvenile justice to meet multi-system treatment goals and outcomes for adolescents.
 2. Applicants must demonstrate in their proposals an ability to meet corresponding ASAM level service support requirements.
 3. All SUD treatment services are required to be offered consistent with a Harm Reduction Philosophy of Service
 4. Preference for providers who accept Medicaid

5. Preference for applicants that can provide services in both English and Spanish

II. Intensive Outpatient services for children, adolescents, and young adults (ASAM Level 2.1)

- Providers will be expected to provide ASAM Level 2.1 core services tailored to the unique physical, cognitive, emotional, moral, and social development of youth.
- Providers will be expected to provide some programming during after-school, evening, and/or weekend hours.
- Treatment must take into account gender, ethnicity, disability status, stage of readiness to change, and cultural background.
- Intensive outpatient services will address substance use needs from a family system, multi-generational approach.

i. Intensive Outpatient Service Requirements

Intensive outpatient services offer a higher intensity of outpatient services with the goal of stepping clients down to Level 1 Outpatient Services or discharge.

Generally, 6-19 hours a week of structured programming is provided for adolescents. Although programming consists primarily of counseling and education about addiction-related problems, providers must demonstrate capacity to provide all required Level 2.1 service components. It is required that providers will have a minimum of two and a maximum of twelve Intensive Outpatient Treatment (IOT) clients in each IOT group.

Client psychiatric and medical service needs are provided through consultation and closely coordinated referrals, as indicated and through appropriate release of information

(ROI) agreements, formal MOUs or Qualified Service Organization Agreements (QSOA). Applicants must demonstrate on-site capacity or formal partnerships with mental health and healthcare providers to meet the needs of clients with co-occurring mental disorders. Evidence of formal partnerships may include fully executed, written MOUs, QSOAs, letters of commitment, etc. with these service providers identifying the specific roles and responsibilities of each partner; supporting evidence should be included as attachments in the proposal appendix

ii. Intensive Outpatient Services Support Requirements

- a) Medical, laboratory, and toxicology services available through consultation or closely coordinated referral with medical consultation, available 24 hours by telephone and within 72 hours in person;
- b) Emergency services that are available by telephone 24 hours a day/7 days a week when the treatment program is not in session;

- c) Direct affiliation with or close coordination through referral to more and less intensive levels of care and supportive housing services; and
- d) Psychiatric services appropriate to a client's mental health condition are closely coordinated with clients treating physician.

iii. Intensive Outpatient Services Assessment/Treatment Plan Review Requirements

- a) Individualized, comprehensive biopsychosocial assessment of a comprehensive substance use and addictive behaviors history reviewed by a physician and if determined needed by a client's medical condition, a physical examination within a reasonable amount of time;
- b) An individualized treatment plan developed in partnership with the client that includes challenges, needs, strengths, skills priority formulation and articulation of short-term measurable treatment goals (including the client's treatment goals), preferences and activities designed to achieve those goals;
- c) Monitoring, including biomarkers and toxicology testing; and
- d) A review of a client's most recent psychiatric history and mental status examination performed within a reasonable timeframe for clients with cooccurring mental disorders.

iv. Specific Considerations

1. Applicants must demonstrate in their proposals an ability to successfully meet all of the following requirements:
 - a. Staff knowledgeable about adolescent development and experience working with and engaging youth and young adults;
 - b. Assessment and treatment staff experienced in recognizing youth and young adult needs for specialty evaluation and treatment for intoxication or withdrawal and that are able to arrange for these evaluation and treatment services in a timely manner;
 - c. Successful strategies for engaging parents, caregivers or other significant resources to obtain information for client assessment and treatment planning and support client recovery; and
 - d. Collaborative working relationships with child welfare, mental health, court, schools, primary care, and juvenile justice to meet multi-system treatment goals and outcomes for adolescents.
2. Applicants must demonstrate in their proposals an ability to meet corresponding ASAM level service support requirements.
3. All SUD treatment services are required to be offered consistent with a Harm Reduction Philosophy of Service
4. Preference for providers who accept Medicaid
5. Preference for applicants that can provide services in both English and Spanish

III. Sober Parenting Life Skills Program

Boulder County is seeking a service to support parents/caregivers in recovery through a targeted parenting life skills program. The service should specifically address the unique recovery needs of parents/caregivers, the impact of substance use on parent/child behavior, disruptions to attachment and child development. Programs must be strengths based, family centered, and trauma informed. Applications for group, individual, and in-home modalities will be considered.

i. Specific Considerations

1. Applicants must demonstrate in their proposals an ability to successfully meet all of the following requirements:
 - a. Knowledge of parenting skills and child development
 - b. Experience with substance abuse treatment and recovery
 - c. Experience successfully engaging and working with parents/caregivers
 - d. Effective facilitation experience
 - e. Collaborative working relationships with child welfare, mental health, court, primary care, and community services to meet multi-system treatment goals and outcomes for adults
2. Preference will be given to providers who:
 - a. Provide these services and coaching in the home
 - b. Can also address the needs of children affected by parental/family substance use
 - c. Accept Medicaid
 - d. Use a structured, evidence based or informed, curriculum
 - e. Can provide services in both English and Spanish

Contract Requirements

- Contractor will be notified via emailed referral from BCHHS when a client has been referred for services.
- Contractor will assign the referral for an intake to assess for services within seven days of the receipt of the referral to schedule an intake with the family.
- Contractor will notify the Utilization Management Team when the intake will occur. If the intake is not scheduled within seven days the Contractor will notify the Utilization Management Team regarding attempts of contact and attempts to schedule.
- Contractor will contact the Utilization Management team with proposal for services to include intensity and frequency. The Utilization Management Team will submit an approval for services, payment and hours.
- Contractor will submit requests for additional services and service agreements to the Utilization Management Team. The Utilization Management Team will send an authorization or denial for services with 7 days of receipt of request.
- Contractor will submit clinical progress notes at the end of each month to the Utilization Management Team. These notes will include identified measurable goals, progress on each goal, concerns/barriers to achieving progress on stated goals, dates of sessions,

length of sessions, participation at sessions, and finally estimated length of needed services based on identified measurable goals.

- Contractor must be able to provide consultation to primary caseworker and team.
- An initial treatment plan shall be provided within 30 days of first meeting with client(s).
- Contractor shall participate in monthly staff meetings or as needed in treatment team meetings
- Progress reports shall be provided to the BCDHHS Caseworker and Utilization Management Team every 30 days.
- The Contractor shall submit an invoice to BCDHHS within 30 days of service to the Administrative Specialist. Invoices should be submitted by the 10th of the month for the previous calendar month. All payments shall be electronically deposited into the Contractor's account through Trails (State of Colorado Child Welfare System). Payroll is processed once a month and pays either the third or fourth week of each month for the prior month. Invoices submitted past 90 days will not be paid.
- Payments will be made upon receipt of bill for services and receipt of monthly progress reports.
- It is the Contractors responsibility to notify the BCDHHS Caseworker and Utilization Manager of the third no show of client for reassessment of services.



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

INSURANCE AND W-9 REQUIREMENTS

INSURANCE REQUIREMENTS

General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products Completed Operations Aggregate 3 years Products/Completed Operations
Automobile Liability	\$1,000,000 Each Accident *Including Hired & Non-Owned Auto
Worker's Compensation and Employer's Liability	Statutory limits
Professional Liability or Errors and Omissions	\$1,000,000 Per Loss \$1,000,000 Aggregate Coverage maintained or extended discovery period for 2 years
Privacy/Cyber Liability	Contractors with 10 or fewer County clients: \$50,000 Contractors with 11 – 15 County clients: \$500,000 Contractors with more than 25 County clients: \$1,000,000
Sexual Abuse and Molestation Coverage	Contractors with 5 or fewer County clients: \$100,000 Contractors with 6-10 County clients: \$250,000 Contractors with 11-15 County clients: \$500,000 Contractors with 16 or more County clients: \$1,000,000

Note that the above insurance amounts are the minimum required for this project. **Proof of current insurance must be provided with your proposal in the form of a sample certificate or your proposal will be deemed non-responsive.** If you require a waiver of insurance requirements (e.g. Workers' Compensation and sole proprietorships) you may request one in your response with an explanation.

New certificates will be requested if the contract process takes more than 30 days after an award.

W-9 REQUIREMENT

Provide a copy of your business's W-9 with your proposal.



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

SUBMITTAL SECTION

The proposer’s attention is especially called to the items listed below, which must be submitted in full as part of the PROPOSAL. Failure to submit any of the documents listed below as a part of your PROPOSAL, or failure to acknowledge any addendum in writing with your PROPOSAL, or submitting a proposal on any condition, limitation or provision not officially invited in this Request for Proposal (RFP) may be cause for rejection of the PROPOSAL.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PROPOSAL PACKAGE: Proposer will check each box indicating compliance:

INCLUDED	ITEM
	RFP Application Cover Sheet and Table of Contents
	Organization/Company Background and Qualifications
	Any current sites where services are provided and managed
	Clear identification of which service(s) identified in the RFP you are applying to provide.
	Licenses, Credentials, and Insurance Billing: <ul style="list-style-type: none"> • Provide detailed list of all current licenses and credentials or submit your plan to obtain the necessary licenses and credentials. • List all insurances that your agency accepts. • Provide your Medicaid Biller ID number or outline your plan to become a Medicaid biller.
	Treatment Program Narrative: <ul style="list-style-type: none"> • Describe the proposed treatment program approach and strategies and resources to meet The ASAM Criteria and requirements for the Level of Care identified. Include description of adolescent-specific considerations that have been integrated into the treatment program using The ASAM Criteria and the Youth Treatment Guidelines. • Describe your approach fully, including innovative practices, illustrating an understanding of and compliance with requirements outlined in this RFP. • Describe their ability to meet the “Specific Considerations” detailed above, in section B of the Scope of Work. • If applying to offer Outpatient Services, please identify at least (2) evidence-based practices that will be offered in the proposed

	<p>treatment program.</p> <ul style="list-style-type: none"> • Description of evaluation and quality improvement policies, practices, and resources.
	<p>Please list and describe formal partnerships with other systems and service providers including housing, primary care, mental health, and the criminal and juvenile justice systems/Drug Court in Boulder County that will support client recovery.</p>
	<p>Information on the relevant experience and credentials of key personnel. Key personnel are defined as those responsible for developing and implementing service line(s) and establishing and maintaining compliance, clinical, and quality oversight of service(s) provided.</p>
	<p>Workforce development and staffing:</p> <ul style="list-style-type: none"> • Adequate number of qualified and experienced staff to serve proposed service populations • proposed staff to client ratios (staff client caseloads) • proposed clinical supervisor to staff ratios • Mono-lingual language capacity including languages offered and percentage of staff whom are bilingual/bicultural in the threshold languages of English and Spanish
	<p>Culturally and Linguistically Appropriate Services (CLAS) Standards: A description of the Organization’s practices and policies to effectively provide culturally informed, inclusive and responsive treatment and services, in compliance with the Volume 21 Behavioral Health Treatment Rules, section 1557 of the Affordable Care Act and the Enhanced National Culturally and Linguistically Appropriate Services (CLAS) Standards, put forth by the Office of Minority Health and supported by the Colorado Office of Behavioral Health.</p>
	<p>A detailed service and service rate sheet</p>
	<p>State your compliance with the Terms and Conditions in the Sample Contract contained in this RFP. Specifically list any deviations and provide justification for each deviation.</p>
	<p>Submit three references for similar projects your company has completed within the last three years and contact information</p>
	<p>Insurance Certificate</p>
	<p>W-9</p>
	<p>Signature Page</p>
	<p>Addendum Acknowledgement(s) (If Applicable)</p>



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

EVALUATION CRITERIA

The proposals will be reviewed by a selection committee. The committee may request additional information from vendors or request interviews with one or more vendors. Final evaluation and selection may be based on, but not limited to, any or all of the following:

- Qualifications and experience of the vendor
- Licenses and Credentials
- Program Narrative
- Workforce Development and Staffing
- CLAS Standards Policies and Practices
- Evaluation and Quality Improvement Policies and Practices
- Collaborative Partnerships
- References
- Proposed Pricing
- Medicaid Provider
- MAT Service Delivery
- Any other relevant and appropriate factors as determined by the county

A scoring matrix with the order and priority of criteria to be used by the county in its evaluation and selection process is shown below:

Description	Points
Qualifications and Experience of the Vendor	15
Licenses and Credentials	10
Program Narrative	30
Workforce Development and Staffing	10
CLAS Standards Policies and Practices	5
Evaluation and Quality Improvement Policies and Practices	5
Collaborative Partnerships	5
References	9
Proposed Pricing	5
Medicaid Provider	1
If applying for outpatient services: Mode of MAT Service Delivery (none/ on-site/ functional linkages)	5
If applying for Sober Parenting Life skills services: Ability to provide services and coaching in the home	5
Total Possible	100 (if applying for 1 service) 105 (if applying for 2)



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

SIGNATURE PAGE

Contact Information	Response
Company Name including DBA	
List Type of Organization (Corporation, Partnership, etc.)	
Name, Title, and Email Address of Person Authorized to Contract with Boulder County	Name: Title: Email:
Company Address	
Company Phone Number	
Company Website	

By signing below I certify that:

- I am authorized to bid on my company's behalf.
- I am not currently an employee of Boulder County.
- None of my employees or agents is currently an employee of Boulder County.
- I am not related to any Boulder County employee or Elected Official.
- (Sole Proprietorships Only) I am not a Public Employees' Retirement Association (PERA) retiree.

Signature of Person Authorized to Bid on Company's Behalf

Date

Note: If you cannot certify the above statements, please explain in a statement of explanation.

SAMPLE CONTRACT

THIS CONTRACT ("Contract") is entered into between the County of Boulder, Colorado, a public body corporate and politic, acting through the Department of Housing and Human Services (hereinafter referred to as "County" or "BCDHHS") and [Contractor Name] ("Contractor"). BCDHHS and Contractor may be referred to collectively as the "Parties".

In consideration of the rights and obligations specified below, the County and the Contractor agree as follows:

1. Incorporation into Contract: The following documents (the "Contract Documents") are each expressly incorporated into this Contract by this reference:

- a. *The Invitation for Bid or Request for Proposal and Specifications of Boulder County Bid No.* [redacted], together with any alterations and/or modifications to these Specifications (the "Bid Documents"); [if applicable]
- b. Contractor's proposal in response to the Bid Documents (the "Proposal"); [if applicable]
- c. The scope of services, attached hereto as Exhibit A (the "Scope of Services"); [if applicable] and
- d. The fee schedule, attached hereto as Exhibit B (the "Fee Schedule"). [if applicable]

2. Work to be Performed: The Contractor will, in a good and workmanlike manner and at its own cost and expense, furnish all labor and equipment and do all work necessary and incidental to performing [specify type of work] as specified in this Contract and in the Contract Documents (the "Work"). The Contractor shall perform the Work in strict accordance with the Contract Documents and this Contract.

3. Term of Contract: This Contract shall begin and become effective on the date of execution by the Parties, which date is the date specified on the signature page of this Contract. Under this Contract, the Contractor shall begin Work on [Month Day, Year] and shall continue through [Month Day, Year]. Upon expiration or termination of this Contract, the obligations which by their nature are intended to survive expiration or termination of this Contract, will survive.

4. Payment for Work Performed: In consideration of the Work to be performed by the Contractor, and subject to Termination and Related Remedies, paragraph 14, the County shall pay to the Contractor, in accordance with the Contract Documents, an amount not to exceed \$[Contract Amount].

- a. Invoicing: The Contractor shall submit an invoice to the BCDHHS Finance Office by the last working day of the month following the month in which the cost was incurred.
- b. **All invoices submitted require the following components**: Contractor's name and address (which must match the submitted W-9 or W-9 with remit address),

payment remittance address, payer name and address, date of invoice, invoice number, brief description of services, dates of services, and total amount due.

- c. Send completed invoices via email to: rhsaccountingoffice@bouldercounty.org
- d. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment.
- e. The County reserves the right to recoup any damages incurred as a result of Contractor's failure to submit invoices pursuant to the terms of this paragraph.

5. Extension and/or Renewal of Contract Term:

- a. The County, in its sole discretion, may elect to extend the term of this Contract. In the event the County elects to exercise this right, it shall send written notice to Contractor, pursuant to Notices, paragraph 15, of its intent to extend the term of the Contract. The notice shall set forth the length of the extension.
- b. Upon mutual agreement by the Parties, this Contract may be renewed for four additional one-year periods through [Month Day, Year] during which time this Contract shall be in full force and effect, subject to the termination provisions of Termination and Related Remedies, paragraph 14. If this option to renew is exercised, the Parties shall execute a written agreement no later than thirty (30) days before the expiration of this Contract or any subsequent renewals.
- c. All of the provisions of this Contract shall remain in full force and effect during any extension or renewed term except that the scope of services and compensation to be paid to Contractor during any extension or renewed term shall be mutually agreed upon prior to the commencement of any extension or renewed term. The agreed upon scope of services and compensation shall be reduced to writing, signed by both Parties, and attached to this Contract.
- d. **TEN CALENDAR DAYS BEFORE THE COMMENCEMENT OF ANY EXTENDED OR RENEWAL TERM, THE CONTRACTOR SHALL SUBMIT TO THE COUNTY PROOF OF INSURANCE AS REQUIRED IN INSURANCE REQUIREMENTS, PARAGRAPH 9.**
- e. **Should the Parties fail to agree upon the scope of services or compensation to be paid to Contractor for any extension or renewed term, or should Contractor fail to submit the required documents within the time period specified in Extension and/or Renewal of Contract Term, paragraph 5(d), then this Contract shall terminate at the end of the then current term and no extension or renewal of the term of the Contract shall occur.**

6. Quality of Performance: The Contractor shall perform the Contract in a manner satisfactory and acceptable to the County. The County shall be the sole judge of the quality of performance.

7. Schedule of Work: The Contractor shall perform the Work during the hours

designated by the County so as to avoid inconvenience to the County and its personnel and interference with the County's operations.

8. **Indemnity:** The Contractor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations, or omissions of the Contractor, its employees, agents, representatives or other persons acting under the Contractor's direction or control in performing or failing to perform the Work under this Contract. The Contractor will indemnify and hold harmless the County and the State of Colorado, together with their elected and appointed officials, and their employees, agents and representatives (the "indemnified Parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys' fees, which may be made or brought or which may result against any of the indemnified Parties as a result or on account of the actions or omissions of the Contractor, its employees, agents or representatives, or other persons acting under the Contractor's direction or control.

9. **Insurance Requirements:** The Contractor shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance for purposes of insuring the liability risks which the Contractor has assumed until this Contract has expired or is terminated:

a. **Commercial General Liability.**

This coverage should be provided on an Occurrence Form, ISO CG001 or equivalent, with Minimum limits of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate.

b. **Automobile Liability.**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract. Minimum limits \$1,000,000 Each Accident.

c. **Workers' Compensation and Employer's Liability.**

Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000 Each Accident/\$500,000 Disease-Policy Limit/\$100,000 Disease-Each Employee.

d. **Professional Liability (Errors and Omissions).**

Professional liability coverage with minimum limits of \$1,000,000 Per Loss and \$1,000,000 Aggregate. Professional Liability provisions indemnifying for loss and expense resulting from errors, omission, mistakes or malpractice is acceptable and may be written on a claims made basis. The contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

The Contractor shall provide a Certificate of Insurance to Boulder County demonstrating that the insurance requirements have been met prior to the commencement of Work under this Contract.

Boulder County shall be named as an additional insured for General Liability, as designated in the contract. Additional insured shall be endorsed to the policy.

THE ADDITIONAL INSURED WORDING SHOULD BE AS FOLLOWS: *County of Boulder, State of Colorado, a body corporate and politic, is named as Additional Insured.*

Contractor shall forward certificates of insurance directly to:

Boulder County
Attn: HHS Contract Manager
P.O. Box 471
Boulder, CO 80306
HHScontracts@bouldercounty.org

Notice of Cancellation: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the County, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the County of any cancellation, suspension, and/or nonrenewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

Please forward certificates to the County representative named above.

10. **Nondiscrimination:** The Contractor agrees to comply with the letter and spirit of the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, state and federal laws respecting discrimination and unfair employment practices. Boulder County prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable federal, state or local law and the Boulder County Policy manual (of which is available upon request).

11. **Nondiscrimination Provisions Binding on Subcontractors:** In all solicitations by the Contractor for any Work related to this Contract to be performed under a subcontract, either by competitive bidding or negotiation, the Contractor shall notify each potential subcontractor of the Contractor's obligations under this Contract, and of all pertinent regulations relative to nondiscrimination and unfair employment practices.

12. **Information and Reports:** The Contractor will provide to authorized governmental representatives, including those of the County, State and Federal Government, all information and reports which they may require for any purpose authorized by law. The Contractor will permit such authorized governmental representatives access to the Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where any information required by any such authorized government representative is in the exclusive possession of a person other than the Contractor, then such Contractor shall so certify to the County, and shall explain what efforts it has made to obtain the information.

13. Independent Contractor: The Parties recognize and agree that the Contractor is an independent contractor for all purposes, both legal and practical, in performing services under this Contract, and that the Contractor and its agents and employees are not agents or employees of Boulder County for any purpose. As an independent contractor, the Contractor shall be responsible for employing and directing such personnel and agents as it requires to perform the services purchased under this Contract, shall exercise complete authority over its personnel and agents, and shall be fully responsible for their actions.

Contractor acknowledges that it is not entitled to unemployment insurance benefits or workers' compensation benefits from Boulder County, its elected officials, agents, or any program administered or funded by Boulder County. Contractor shall be entitled to unemployment insurance or workers' compensation insurance only if unemployment compensation coverage or workers' compensation coverage is provided by Contractor, or some other entity that is not a party to this Contract. Contractor is obligated to pay federal and state income tax on any monies earned pursuant to this Contract.

14. Termination and Related Remedies:

- a. The other provisions of this Contract notwithstanding, financial obligations of Boulder County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. **Boulder County is prohibited by law from making financial commitments beyond the term of its current fiscal year.** The County has contracted for goods and/or services under this Contract and has reason to believe that sufficient funds will be available for the full term of the Contract. Where, however, for reasons beyond the control of the Board of County Commissioners as the funding entity, funds are not allocated for any fiscal period beyond the one in which this Contract is entered into, the County shall have the right to terminate this Contract by providing seven (7) days written notice to the Contractor pursuant to Notices, paragraph 15, and will be released from any and all obligations hereunder. If the County terminates the Contract for this reason, the County and the Contractor shall be released from all obligations to perform Work and make payments hereunder, except that the County shall be required to make payment for Work which has been performed by the Contractor prior to the effective date of termination under this provision; and, conversely, the Contractor shall be required to complete any Work for which the County has made payment prior to providing written notice to the Contractor of the termination.
- b. The preceding provisions notwithstanding, the County may terminate this Contract, either in whole or in part, for any reason, whenever the County determines that such termination is in the County's best interests. Such termination shall be effective after the County provides seven (7) days written notice to the Contractor pursuant to Notices, paragraph 15.
- c. In the event the County exercises either of the termination rights specified in Termination and Related Remedies, paragraphs 14(a) or 14(b), this Contract shall

cease to be of any further force and effect, with the exception of all Contract remedies which are specified herein and may otherwise be available to the Parties under the law, and with the exception of any rights or liabilities of the Parties which may survive by virtue of this Contract.

15. Notices: For purposes of the notices required to be provided under this Contract under Extension and/or Renewal of Contract Term, paragraph 5, Insurance Requirements, paragraph 9, and Termination and Related Remedies, paragraph 14, all such notices shall be in writing, and shall be either sent by (i) first class registered or certified mail, (ii) facsimile transmission, (iii) electronic mail, or (iv) hand-delivery to the following representatives of the Parties at the following addresses:

For the County: Frank L. Alexander, Director, BCDHHS
P.O. Box 471
Boulder, CO 80306
Fax: (303) 441-1055
Email: HHScontracts@bouldercounty.org

For the Contractor: [Title of Name]
[Contractor's Name]
[Mailing Address]
Fax: [Fax Number]
[Email Address]

In the event a notice is mailed pursuant to the provisions of this paragraph, the time periods specified in Termination and Related Remedies, paragraph 14, shall commence to run on the day after the postmarked date of mailing.

16. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally. Without limiting the scope of this provision, the Contract is specifically subject to the following statutory requirement:

Contract payments may be withheld pursuant to C.R.S. § 38-26-107 if the County receives a verified statement that the Contractor has not paid amounts due to any person who has supplied labor or materials for the project.

17. Prohibitions on Public Contract for Services:

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et seq., as amended, the Contractor shall meet the following requirements prior to signing this Contract (public contract for service) and for the duration thereof:

A. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

- B. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- C. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- D. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- E. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous sentence, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- F. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- G. If Contractor violates any provisions of this Section of this Contract, the County may terminate this Contract for breach of contract. If the Contract is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

18. Amendments: This Contract may be altered, amended or repealed only on the mutual agreement of the County and the Contractor by a duly executed written instrument.

19. Assignment: This Contract shall not be assigned or subcontracted by the Contractor without the prior written consent of the County.

20. Complete Agreement/Binding Effect: This Contract represents the complete agreement between the Parties hereto and shall be fully binding upon the successors, heirs, and assigns of the Parties, if any, during the term hereof.

21. Governing Law: The laws of the State of Colorado shall govern the interpretation and enforcement of this Contract. Any litigation that may arise between the Parties involving the interpretation or enforcement of the terms of this Contract shall be initiated and pursued by the Parties in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

22. Breach: Any waiver of a breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

23. Termination of Prior Agreements: This Contract cancels and terminates, as of its effective date, all prior agreements between the Parties relating to the services covered by this Contract, whether written or oral or partly written and partly oral.

24. Invalidity Provision: Should any of the provisions of this Contract be held to be invalid or unenforceable, then the balance of the agreement shall be held to be in full force and effect as though the invalid portion was not included; provided, however, that should the invalidity or unenforceability go to the essence of the agreement or be of substantial nature, then the Party or Parties who would receive the benefit of the provision, were it not invalid or unenforceable, shall have the option to terminate this Contract, forthwith.

25. Third Party Beneficiary: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the County and the Contractor, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the Parties to this Contract that any person receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

26. Conflict of Provisions: In the event of any conflict between the terms of this Contract and the terms of any attachments or addenda, the terms of this Contract shall control.

27. Governmental Immunity: Nothing in this Contract shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

28. Representations and Warranties: Contractor represents and warrants the following to the County, as a material inducement to the County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the work.

- a. Execution of this Contract and performance thereof is within the Contractor's duly authorized powers;
- b. Any individual executing this Contract is authorized to do so by the Contractor;
- c. The Contractor is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Work and the project; and

- d. The Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the work and perform all obligations under the Contract.

29. Execution by Counterparts; Electronic Signatures: This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Contract. Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Contract: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101 to 121.

30. No Suspension or Debarment: Contractor certifies that neither it nor its Principals (as defined at 49 C.F.R. §29.105) or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal or State of Colorado department or agency. If Contractor, or any of its subcontractors, employees, or authorized agents, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of the Contract, Contractor will notify the County in writing within three (3) days after such event pursuant to paragraph 15, Notices.

31. Health Insurance Portability and Accountability Act (HIPAA): Contractor shall agree to use, protect and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (“Privacy Rule”)(45 C.F.R. Parts 160 and 164) under the Health Insurance and Portability Act of 1996. The definitions set forth in the Privacy Rule are incorporated by reference into this Contract (45 C.F.R. § 160.103 and 164.501).

In addition to the above, Contractor shall protect confidential information by applying best practices such as:

- a) Using, disclosing, and communicating confidential information only as necessary to perform work under the Contract and only the minimum amount of information necessary to accomplish the Work.
- b) Using reasonable care to properly secure confidential information.
- c) Using private rooms when possible to discuss confidential information.
- d) Speaking quietly when communicating confidential information in a public area and avoiding using client’s names where others may overhear.

32. Adherence to Federal Regulations: As required by the Federal Office of Management and Budget as outlined in the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Boulder County, BCDHHS, and Contractor will adhere to the rules set forth by the Department of Health and Human Services, as directed to the pass-through agency, Colorado Department of Human Services, for the federal programs [type in program(s) from table and delete the table], CFDA [type in corresponding number and delete the table].

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed and entered into this Contract as of the latter day and year indicated below.

Executed by Boulder County on _____
Date

COUNTY OF BOULDER, STATE OF COLORADO

ATTEST: _____ By: _____
Clerk to the Board of Commissioners Chair, Board of County Commissioners

Frank L. Alexander, Director
Boulder County Department of Housing and Human Services

Sample Contract

Executed by Contractor on _____
Date

CONTRACTOR

Signature: _____

Name: _____

Title: _____

CONTRACTOR’S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statutes, § 8-17.5-101, et seq., as amended, as a prerequisite to entering into a contract for services with Boulder County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et seq., in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Company Name

Name (Print or Type)

Signature

Title

Sample Contract

Note: Registration for the E-Verify Program can be completed at: <https://e-verify.uscis.gov/enroll/>.