



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

SOLICITATION OF QUALIFICATIONS
COVER PAGE

SOQ Number: **7120-20**

SOQ Title: Therapeutic Services

Optional Pre-Proposal Meeting: March 6, 2020 – 8:00 a.m.
3482 N. Broadway, Sundquist Building -
Baltic Room, Boulder, CO 80304

SOQ Questions Due: March 13, 2020 – 2:00 p.m.

Submittal Due Date: March 30, 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



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PROPOSAL INSTRUCTIONS

1. Purpose/Background

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

1. Therapeutic Sexual Abuse Treatment
2. Domestic Violence Treatment
3. Substance Abuse Treatment
4. Therapeutic Visitation
5. Neurofeedback
6. Multi-Systemic Therapy
7. Behavioral services/coaching
8. Intensive mentoring/youth advocacy services
9. Intensive In-Home Family Therapeutic Services
10. Day Treatment programs for children and youth
11. In-Home Family Preservation Services or Removal Prevention services
12. Individual Child Therapy with Specialization in Trauma and Attachment
13. Adoption Preservation Services
14. Animal Assisted Therapy

Awarded vendors will be expected to enter into a two-year continuing services contract with the county with the option to renew for one more two-year term and one more one-year term. No work is guaranteed by an award of a contract.

Specifications and a sample contract are attached.

2. Optional 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 **Friday, March 6, 2020 from 8:00 a.m. to 9:00 a.m.** at the Sundquist Building, 3482 N. Broadway, Boulder, CO 80304 in the Baltic Room.

3. Written Inquiries

All inquiries regarding this SOQ will be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before 2:00 p.m. **March 13, 2020**. A response from the county to all inquiries will be posted and sent via email no later than **March 18, 2020**.

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 March 30, 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 50MB 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 **SOQ # 7120-20** 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 **SOQ # 7120-20**, to the Administrative Services Information Desk located at 1325 Pearl Street, Boulder, CO 80302.

All SOQs 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 SOQ 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.



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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 SOQ documents will be made by Addendum. Interpretations, corrections and changes of the SOQ 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/packaged 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 shall 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/>.



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SPECIFICATIONS

Boulder County Housing and Human Services (BCDHHS) 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.

BCDHHS is seeking proposals from qualified providers to contract for the following specialized services:

1. Therapeutic Sexual Abuse Treatment
2. Domestic Violence Treatment
3. Substance Abuse Treatment for Spanish-speaking clients
4. Therapeutic Visitation
5. Neurofeedback
6. Multi-Systemic Therapy
7. Behavioral services/coaching
8. Intensive mentoring/youth advocacy services
9. Intensive In-Home Family Therapeutic Services
10. Day Treatment programs for children and youth
11. In-Home Family Preservation Services or Removal Prevention services
12. Individual Child Therapy with Specialization in Trauma and Attachment
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14. Animal Assisted Therapy

Priority Consideration:

BCDHHS prefers applicants who support a Multi-Disciplinary Team (MDT) concept and that are willing to work as a member of a larger treatment team. Applicants should explain any experience with working as a member of a larger treatment team and how they intend to support the MDT concept. BCDHHS also prefers applicants who utilize a standardized assessment tool and have program outcome measures in place. 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. Priority will be given to applicants who provide services that are in the Families First Prevention Services Act (FFPSA) approved clearinghouse for Evidence-Based Services and for those providers who demonstrate in their application that they have the following components in place:

- Documentation of Policies and Procedures for service delivery and for review of programs
- Documentation of staff training and clinical supervision (procedures, results, frequency)
- Qualifications and experience of the vendor (credentialing and years of service provided)
- Documentation of clinical supervision procedure and results
- Demonstrated timely service delivery (average length of time between referral and first appointment)
- Utilization of Evidence Based Practices
- Demonstrated ability to report quantitative and qualitative program data
- Ability to bill Medicaid
- Ability to align with FFPSA requirements

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, 2025. Services will be requested on an as-needed basis. Therefore, there is no guarantee that any work will be directed to an awarded contractor.

BCDHHS prefers applicants who have the ability to work linguistically and culturally with our Spanish-speaking clients. BCDHHS shall compensate providers at a higher rate for services provided to monolingual Spanish speaking clients. Applicants should submit separate rates for services provided in Spanish, as applicable. Preference will be given to applicants who provide services to monolingual Spanish speaking clients.

A. 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). Victim therapists must be qualified at the master's levels to perform therapeutic services with children and youth.

Applicants shall demonstrate alignment in philosophy with BCDHHS around goals of reunification with family whenever it is a safe and sustainable option. Applicants should have advanced knowledge of child abuse and neglect dynamics, share a philosophy rooted in family stabilization and reunification whenever possible. Applicants shall provide trauma informed therapeutic services, and/or have specialized trauma interventions.

Applicants should indicate whether each service is offered in the home, community, office, or if in combination, which combination. Providers should also distinguish what age group or population their services best match to, average hours per week of contact, and modalities used.

1. Therapeutic Sexual Abuse Treatment

- a. Therapeutic Sexual Abuse Treatment for Victims.
- b. Offense Specific Treatment for Sexual Offenders.
- c. Informed Supervision training for caregivers.
- d. Multi-Systemic Therapy for Problem Sexual Behaviors (MST-PSB)
- e. Applicants should be familiar with treating sexual abuse victims and have knowledge of the Sex Offender Management Board (SOMB) standards regarding clarification and reunifications
- f. Offense Specific Therapists must be SOMB certified.
- g. Applicants should be familiar working with victims of adult offenders and sexually abusive youth, interfamilial and third party.

2. Domestic Violence Treatment

- a. Applicants should demonstrate familiarity around best practices with regards to Domestic Violence and how it impacts the whole family system.
- b. Applicants should indicate which client profile they are trained to work with (victim, offender, family, etc)
- c. Applicants should provide services in alignment with the Domestic Violence Offender Management Board (DVOMB) criteria, as necessary.

3. Substance Abuse Treatment

- a. Applicant should be either a Licensed Addiction Counselor (LAC), a Certified Addiction Counselor (CAC) III, supervised by a CAC III, or have equivalent experience.

4. Therapeutic Visitation

- a. Applicants should be familiar with best practices in Attachment modalities and therapeutic visitation, as well as share the philosophy of reunification as the goal if safely possible.

5. Neurofeedback

- a. Certification in Neurofeedback must be submitted by applicant.

6. Multi-Systemic Therapy (MST)

- a. Applicants have therapists trained in the MST Model and applicable adaptations such as problem sexual behaviors (PSB) and contingency management (CM), are supervised by MST trained supervisors and adhere to the fidelity of the model.

7. Behavioral Services/Coaching

- a. Applicant shall provide coaching services to at-risk youth and families with an emphasis on individual and family transition, planning, and facilitation of services.
- b. Applicants should identify whether the service modality includes the individual or family, or a combination.
- c. Services could include implementing a variety of assessment methods/procedures including vocational assessments, independent living skills evaluation, classroom and

job observations, academic functioning assessment, and clinical and functional assessments used for clients who present with known or possible Intellectual Development Disabilities (I/DD) or trauma symptoms, to address behavior modification strategies and increase in functioning, as well as implementing coaching plans for clients and caregivers.

- d. Services could include Trauma Based Relational Intervention (TBRI) focused coaching for parents.
- e. Applicant shall have the ability to provide weekly individual contact with clients, act as a liaison with other providers, and accompany clients to appointments, hearings, and other necessary meetings.
- f. Applicants shall have the ability to utilize a variety of approaches and provide coaching on independent living and interpersonal skills necessary for successful transition to adulthood.

8. Intensive Mentoring/Youth Advocacy Services

- a. Applicant shall provide intensive mentoring and/or youth advocacy services.

9. Intensive In-Home Family Therapeutic Services

- a. This can include services to address children, youth and families impacted by significant trauma, attachment, and have periods of crises that result in increased safety risks or risk of out-of-home placement.

10. Day Treatment

- a. Applicants should indicate the full array and frequency of services provided during a day treatment intervention including services such as psychiatric services, individual, group and family therapy, and in-home therapy.

11. In-Home Preservation Services & Removal Prevention Services

- a. This will include short-term intensive in-home services that are focused on immediate stabilization where children are at imminent risk of removal, crisis intervention, conflict resolution, case management to access community resources, modeling/coaching appropriate behavior and parenting strategies, and developing daily structure and life skills.

12. Individual Therapy with Specialization in Trauma

- a. We are seeking a wide range of experience in a variety of modalities, including but not limited to: Neurosequential Model of Therapeutics, Adolescent Dialectical Behavioral Therapy (DBT), Trauma Focused Cognitive Behavioral Therapy (TF-CBT), Sensory Integration, Trauma-focused Child/Parent Interactional Therapy, and Accountability and Commitment Training (ACT).

13. Attachment and Adoption Preservation Services

- a. Applicants should have experience in both attachment-focused treatment and adoption preservation services targeting the foster and adoption populations.

14. Animal Assisted Therapy

- a. Applicant shall provide equine therapy and other animal assisted therapies.

B. Contract Requirements

1. Contractor shall submit to a Colorado Bureau of Investigation (CBI) and Federal Bureau of Investigation (FBI) fingerprint-based background check and shall require the same of any prospective employee, employee, volunteer, or subcontractor of Contractor who has contact with clients pursuant to this Contract.
2. Contractor, prospective employees, employees, volunteers, and subcontractors must also submit to a Child Abuse and Neglect background check run by the Colorado Department of Human Services (CDHS) Office of Early Childhood (OEC) Background Investigation Unit (BIU).
3. Contractor will be notified via emailed referral from BCDHHS when a client has been referred for services. Specific needs should be specified in the referral and discussed during treatment team staffings on an ongoing basis.
4. 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.
5. Contractor will notify the High Fidelity Wraparound (HFW) Care Coordination Team when the intake will occur. If the intake is not scheduled within seven days the Contractor will notify the HFW Care Coordination Team regarding attempts of contact and attempts to schedule.
6. Contractor will contact the HFW Care Coordination Team with proposal for services to include intensity and frequency.
7. Services will be reviewed every 30 to 90 days by the HFW Care Coordination Team. The HFW Care Coordination Team in collaboration with the BCDHHS caseworker will establish an anticipated approved length of treatment. Contractor shall participate in monthly staffings or as needed in treatment teams meetings.
8. Contractor agrees to consult with the HFW Care Coordination Team prior to discussing any additional service suggestions with the client or treatment team. Contractor will submit requests for additional services and service agreements to the HFW Care Coordination Team. The HFW Care Coordination Team will send an authorization or denial for services.
9. Contractor will submit clinical progress notes at the end of each month to the HFW Care Coordination Team and BCDHHS caseworker. 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.
10. Contractor must be able to provide consultation to primary caseworker and team, in addition to monthly staffings.
11. An initial treatment plan shall be provided within 30 days of first meeting with client(s).

1. Fee Schedule

BCDHHS shall compensate the Contractor for the services provided under this Agreement, in accordance with the following requirements:

1. Invoices shall be submitted by the 10th of each month for services provided in the previous calendar month.
2. Invoices submitted past 90 days of the date of service will not be paid.
3. All payments shall be electronically deposited into the Contractor's account through Trails (State of Colorado Child Welfare System) or by check. Payroll is processed once a month and pays either the third or fourth week of each month for the prior month.

4. Payments will be made upon receipt of invoice for services and receipt of monthly progress reports.
5. Contractor shall notify the BCDHHS Caseworker and Utilization Manager of all client no-shows. BCDHHS will pay for up to three no-shows per referral at the full service rate.
6. Costs for services may not be greater than that charged to other persons in the same community.
7. Clients shall not be charged any fees related to services provided under this Contract.
8. Expenditures will not be reimbursed when the expenditures may be reimbursed by some other source (12 CCR 2509-5).
9. If specific services are included in a package rate, Contractor agrees to make these services available as "a la carte" options during the course of treatment, at a mutually agreed upon rate.



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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

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 Insurance

As a provider of a service which *may* require the knowledge and retention of personal identifiable information including but not limited to, names, dates of birth, social security numbers, usernames, and passwords, and/or HIPAA sensitive personal information of clients served, the following minimum insurance limits are required:

| | |
|---|-------------|
| 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 |

County of Boulder, State of Colorado, a body corporate and politic, and the State of Colorado are named as Additional Insured.

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.

W-9 REQUIREMENT

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



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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 Solicitation of Qualifications (SOQ) 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 |
|----------|--|
| | Organization/Company Background and Specific Qualifications that address the Specifications and Scope of Services |
| | Information on the relevant experience of key personnel |
| | Name and Address of the Partners and Subcontractors if applicable |
| | Fee Schedule and/or Hourly Rates |
| | State your compliance with the Terms and Conditions in the Sample Contract contained in this SOQ. Specifically list any requested deviations and provide justification for each deviation. |
| | Submit three references for similar projects your company has completed within the last three years and contact information |
| | Insurance Certificate |
| | W-9 |
| | Signature Page |
| | Addendum Acknowledgement(s) (If Applicable) |



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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
- Commitment to support Multi-Disciplinary Team (MDT) process
- Utilization of Evidence Based Practices
- Documentation of Policies and Procedures for service delivery
- Documentation of staff training and clinical supervision
- Demonstrated ability to report quantitative and qualitative program data
- Ability to bill Medicaid
- Total cost or proposed pricing
- Quality of References

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 vendor | 25 |
| Commitment to support MDT process | 10 |
| Utilization of Evidence Based Practices | 15 |
| Documentation of Policies and Procedures for service delivery | 10 |
| Documentation of staff training and clinical supervision | 10 |
| Demonstrated ability to report quantitative and qualitative program data | 10 |
| Ability to bill Medicaid | 10 |
| Total cost or proposed pricing | 10 |
| Quality of References | 10 |
| Total Possible | 110 |



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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 | |
| 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.

BOULDER COUNTY SAMPLE CONTRACT

SAMPLE CONTRACT

| DETAILS SUMMARY | |
|---|---|
| Oracle Contract Number | |
| County Contact Information | |
| Boulder County Legal Entity | Boulder County |
| Department | Housing and Human Services |
| Division/Program | [Division and/or Program Name] |
| Mailing Address | P.O. Box 471, Boulder, CO 80306 |
| Contract Contact | [Project Manager Name and Title] [Project Manager Email] HHScontracts@bouldercounty.org |
| Invoice Contact | HHSaccountingoffice@bouldercounty.org and [Project Manager Email] |
| Contractor Contact Information | |
| Contractor Name | [Contractor Name] |
| Contractor Mailing Address | [Contractor Mailing Address] |
| Contact Name and Title | [Contractor Signatory Contact and Title] |
| Contact Email | [Contractor Signatory Email] |
| Secondary Contact | [Secondary Contractor Contact, if applicable] |
| Contract Term | |
| Start Date | [Start Date] |
| Expiration Date | [End Date] |
| Final End Date | [End Date plus 4 years] |
| Contract Amount | |
| Contract Amount | [Contract Amount] Choose an item. |
| Brief Description of Work | |
| [Brief Description of Work - write out abbreviations] | |
| <p>Note: Work shall be assigned on a project-by-project basis according to the terms of this Contract. The Contract Amount is a not-to-exceed amount for the Contract Term. The cost of services shall be established on a project-by-project basis consistent with the terms of this Contract.</p> | |
| Contract Documents | |
| <p>a. Formal Procurement (RFP/Bid/SOQ) No. [7120-20] (the "Bid Documents") [remove if not applicable] b. Contractor's proposal in response to the Bid Documents (the "Proposal") [remove if not applicable] c. Project Details, including project-specific terms and a Scope of Work, attached as Exhibit A (the "Scope of Work") [remove if not applicable] d. Fee Schedule, attached as Exhibit B (the "Fee Schedule") [remove if not applicable] e. [add any additional documents]</p> | |

THIS CONTRACT ("Contract") is entered into by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the Department of Housing and Human Services ("County" or "BCDHHS") and [Contractor Name] ("Contractor"). County and Contractor are each a "Party," and collectively the "Parties."

In consideration of the mutual covenants contained in this Contract, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation into Contract: The **Details Summary** is incorporated into this Contract. The **Contract Documents** are incorporated into this Contract by reference, except to the extent that the Proposal, if any is incorporated, contains any obligations placed upon County and not otherwise contained in this Contract.

2. Work to be Performed: County will assign work on a project-by-project basis. County may enter into continuing services contracts with other contractors who will compete with Contractor to receive individual projects. Contractor will only be paid for projects awarded to Contractor. The scope of work, cost, start date, and any other relevant project/Work details must be mutually agreed upon in writing prior to any Work commencing; such project-specific documents shall be incorporated into this Contract upon their acceptance by both Parties. Contractor acknowledges that a continuing service contract does not constitute a guarantee that Contractor will be awarded any projects or work of any kind. Upon receipt of an assignment, Contractor will provide all labor and equipment and do all tasks necessary and incidental to performing the work as described in the **Details Summary**, **Contract Documents**, and the project-specific documents mutually agreed upon in writing (the "Work"). Contractor will perform the Work (a) in a good and workmanlike manner, (b) at its own cost and expense, (c) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed, and (d) in strict accordance with the Contract.

3. Term of Contract: The **Contract Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. All the Work must be performed during the **Contract Term**.

4. Payment for Work Performed: In consideration of the Work performed by Contractor, and subject to conditions contained in this Contract, County will pay an amount not to exceed the **Contract Amount** to Contractor in accordance with the **Contract Documents**.

5. Invoicing: Contractor will promptly provide a copy of its Form W-9 and invoice template to County upon request. Contractor must submit an invoice to the County by the twentieth (20th) day of the month following completion of the Work. All invoices submitted require the following components: Contractor's name and address (submitted W-9 address must match remit address), detailed description of services, dates of services, itemization of labor and materials costs, "Bill to: Boulder County" language, payment remittance address, payer, name and address, date of invoice, unique invoice number, and total amount due. Contractor must send all completed invoices to the **Invoice Contact** in the **Details Summary**. Email delivery is preferred by the County. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment. County may recoup any damages incurred because of Contractor's failure to submit invoices pursuant to the terms of this paragraph. County's acceptance or payment of an invoice will not constitute acceptance of any Work performed under this Contract.

6. Extra Time to Complete the Work: If Contractor cannot complete the Work by the **Expiration Date**, Contractor may request extra time to complete the Work. County, in its sole discretion, may grant Contractor additional time to complete the Work and, if so, will provide Contractor with written notice of the amount of extra time granted. County granting extra time to complete the Work will not entitle Contractor to additional compensation from County. This Contract will remain in full force and effect during any time period that Contractor is permitted to finish completing the Work.

7. Extension of Contract Term (Additional Work): Upon mutual agreement of the Parties, this Contract may be extended until the **Final End Date**. During any extended **Contract Term**, the terms of this Contract will remain in full force and effect, unless otherwise amended in writing by the Parties. Where the Contractor will provide additional services for additional compensation beyond the initial **Contract Amount**, the Parties must execute a written amendment before the then-current **Expiration Date**. If necessary, the written amendment will incorporate an updated Scope of Work and updated Fee Schedule as exhibits. Contractor must provide a current Certificate of Insurance to the County that complies with the **Insurance Requirements** of this Contract, if any, prior to any extended **Contract Term**.

8. Schedule of Work: County may designate the hours (on a daily or weekly basis) during which Contractor can perform the Work, strictly for the purposes of minimizing inconvenience to the County and interference with County operations. Contractor will otherwise set its own work schedule.

9. Indemnity: Contractor will be liable for any damages to persons or property caused by or arising out of the actions, obligations, or omissions of Contractor, its employees, agents, representatives or other persons acting under Contractor's direction or control in performing or failing to perform the Work under this Contract. Contractor will indemnify and hold harmless County, its elected officials and appointed department heads, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including 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 Contractor, its employees, agents or representatives, or other persons acting under Contractor's direction or control. This indemnification obligation will extend to claims based on Contractor's unauthorized use or disclosure of confidential information and intellectual property infringement. County will not be obligated to indemnify or defend Contractor under any circumstances. Contractor's obligations under this provision shall survive expiration or termination of this Contract. Nothing contained in this Contract or the Contract Documents is intended to limit or restrict the indemnification rights or obligations of any Party under this provision, or damages available for breaches of the obligations herein.

10. Nondiscrimination: Contractor will 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 concerning discrimination and unfair employment practices. 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. Contractor must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.

11. Information and Reports: Contractor will provide to authorized County, State, and Federal government representatives all information and reports that may be required for any purpose authorized by law. Contractor will permit access to such representatives to Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where information required by a representative is in the exclusive possession of a person or entity other than Contractor, Contractor must so certify to the County and explain what efforts it has made to obtain the information.

12. Independent Contractor: Contractor is an independent contractor for all purposes in performing the Work. Contractor is not an employee of the County for any purpose, including the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association. Accordingly, County will not withhold or pay any income tax, payroll tax, or retirement contribution of any kind on behalf of Contractor or Contractor's employees. As an independent contractor, Contractor is responsible for employing and directing such personnel and agents as it requires to perform the Work. Contractor will exercise complete authority over its personnel and agents and will be fully responsible for their actions.

13. Termination for Non-Appropriation: The other provisions of this Contract notwithstanding, the County is prohibited by law from making commitments beyond the current fiscal year. Payment to Contractor beyond the current fiscal year is contingent on the appropriation and continuing availability of funding in any subsequent year. County has reason to believe that sufficient funds will be available for the full **Contract Term**. Where, however, funds are not allocated for any fiscal period beyond the current fiscal year, County may terminate this Contract without penalty by providing seven (7) days' written notice to Contractor.

14. Termination for Breach: Either Party's failure to perform any of its material obligations under this Contract, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this Contract or at law, including immediate termination of this Contract.

15. Termination for Convenience: County may terminate this Contract, in whole or in part, for any reason, upon seven (7) days' advance written notice to Contractor.

16. Remedies for Non-Performance: If Contractor fails to perform any of its obligations under this Contract, County may, at its sole discretion, exercise one or more of the following remedies, which shall survive expiration or termination of this Contract:

a. Suspend Performance: County may require that Contractor suspend performance of all or any portion of the Work pending necessary corrective action specified by the County and without entitling Contractor to an increase in compensation or extension of the performance schedule. Contractor must promptly stop performance and incurring costs upon delivery of a notice of suspension by the County.

b. Withhold Payment Pending Corrections: County may permit Contractor to correct any rejected Work at the County's discretion. Upon County's request, Contractor must correct rejected work at Contractor's sole expense within the time frame established by the County. Upon completion of the corrections satisfactory to the County, County will remit payment to Contractor.

c. Deny Payment: County may deny payment for any Work that does not comply with the requirements of the Contract or that Contractor otherwise fails to provide or complete, as determined by the County in its sole discretion. Upon County request, Contractor will promptly refund any amounts prepaid by the County with respect to such non-compliant Work.

d. Removal: Upon County's request, Contractor will remove any of its employees or agents from performance of the Work, if County, in its sole discretion, deems any such person to be incompetent, careless, unsuitable, or otherwise unacceptable.

17. Binding Arbitration Prohibited: County does not agree to binding arbitration by any extra-judicial body or person.

18. Conflicts of Interest: Contractor must not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of Contractor's obligations.

19. Notices: All notices provided under this Contract must be in writing and sent by Certified U.S. Mail (Return Receipt Requested), electronic mail, or hand-delivery to the other Party's **Contact** at the address specified in the **Details Summary**. For certified mailings, notice periods will begin to run on the day after

the postmarked date of mailing. For electronic mail or hand-delivery, notice periods will begin to run on the date of delivery.

20. 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, including but not limited to: C.R.S. § 38-26-107, which requires withholding funds where the County receives a claim for payment from a supplier or subcontractor of Contractor upon notice of final settlement (required for public works contracts that exceed \$150,000); C.R.S. § 8-17-101 et seq.; C.R.S. § 18-8-301, et seq.; and C.R.S. § 18-8-401, et seq.

21. Public Contracts for Services (C.R.S. §§ 8-17.5-101, et seq.): Contractor hereby certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and further certifies that it will confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract by participating in the E-Verify Program established under Pub. L. 104-28 or the department verification program established under C.R.S. § 8-17.5-102(5)(c). Contractor (i) shall not knowingly employ or contract with an illegal alien to perform work under this Contract; (ii) 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 Contract; (iii) has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in the E-Verify program or department program; (iv) is prohibited from using either the E-Verify program or department program procedures to undertake preemployment screening of job applicants while this Contract is being performed; and (v) shall comply with any reasonable request by the department made in the course of an investigation that the Colorado Department of Labor and Employment is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5). If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall (a) notify the subcontractor and County within three (3) days that Contractor has actual knowledge that subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract if, within three (3) days of receiving notice hereunder, subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Contractor's violation of this provision will constitute a material breach of this Contract, entitling the County to terminate the contract for breach. If this Contract is so terminated, Contractor shall be liable for actual and consequential damages to the County.

22. Entire Agreement/Binding Effect/Amendments: This Contract represents the complete agreement between the Parties and is fully binding upon them and their successors, heirs, and assigns, if any. This Contract terminates any prior agreements, whether written or oral in whole or in part, between the Parties relating to the Work. This Contract may be amended only by a written agreement signed by both Parties.

23. Assignment/Subcontractors: This Contract may not be assigned or subcontracted by Contractor without the prior written consent of the County. If Contractor subcontracts any of its obligations under this Contract, Contractor will remain liable to the County for those obligations and will also be responsible for subcontractor's performance under, and compliance with, this Contract.

24. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this Contract. Any claim relating to this Contract or breach thereof may only be brought exclusively in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

25. Breach: The failure of either Party to exercise any of its rights under this Contract will not be deemed to be a waiver of such rights or a waiver of any breach of the Contract. All remedies available to a Party in this Contract are cumulative and in addition to every other remedy provided by law.

26. Severability: If any provision of this Contract becomes inoperable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the Contract will continue to be operative and binding on the Parties.

27. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this Contract are reserved to the Parties. Any other person receiving services or benefits under this Contract is an incidental beneficiary only and has no rights under this Contract. Notwithstanding, where the beneficiary **Department** is led by an Elected Official, such Elected Official shall be considered a third-party beneficiary.

28. Colorado Open Records Act: County may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-101, et seq.

29. Conflict of Provisions: If there is any conflict between the terms of the main body of this Contract and the terms of any of the **Contract Documents**, the terms of the main body of the Contract will control.

30. 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.

31. Representations and Warranties: Contractor represents and warrants the following:

- a. Execution of this Contract and performance thereof is within Contractor's duly authorized powers;
- b. The individual executing this Contract is authorized to do so by Contractor;
- c. 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 Contractor; and
- d. Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and have sufficient working capital to complete the Work and perform all obligations under the Contract.

32. Legal Compliance: Contractor assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Work. Contractor's performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes.

33. Litigation Reporting: Contractor is not currently involved in any action before a court or other administrative decision-making body that could affect Contractor's ability to perform the Work. Contractor will promptly notify the County if Contractor is served with a pleading or other document in connection with any such action.

34. Tax Exemption: County is exempt from payment of Federal, State, and local government taxes. Contractor shall collect no tax from the County, and the County shall not be liable to pay any taxes imposed on Contractor. County shall provide its tax exemption status information to Contractor upon request.

35. Delegation of Authority: The Parties acknowledge that the Board of County Commissioners has delegated authority to the Department Head or Elected Official that leads the beneficiary **Department** and their designees to act on behalf of the County under the terms of this Contract, including but not limited to the authority to terminate this Contract.

36. Ownership of Work Product: All work product, property, data, documentation, information or materials conceived, discovered, developed or created by Contractor pursuant to this Contract ("Work Product") will be owned exclusively by the County. To the extent possible, any Work Product will be deemed to be a work made for hire. Contractor unconditionally and irrevocably transfers and assigns to the County all right, title and interest in and to any Work Product.

37. Publicity Releases: Contractor will not refer to this Contract or the County in commercial advertising without prior written consent of the County. This provision shall survive expiration or termination of this Contract.

38. Execution by Counterparts; Electronic Signatures: This Contract may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one agreement. The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24 71.3 101 to 121. The Parties will not deny the legal effect or enforceability of this Contract solely because it is in electronic form or because an electronic record was used in its creation. The Parties will not object to the admissibility of this Contract in the form of electronic record, or paper copy of an electronic document, or paper copy of a document bearing an electronic signature, because it is not in its original form or is not an original.

39. Limitation on Public Statements and Lobbying Activity. During the term of this Contract, Contractor may receive from the County its confidential data, work product, or other privileged or confidential information that is protected by law. To maintain the fact and appearance of absolute objectivity, Contractor shall not, without the prior written consent of the County, which shall not be unreasonably withheld, do any of the following: (a) disclose information obtained because of this contractual relationship to any third party; (b) lobby any State or Federal agency on any pending matter while this Contract is effective; or (c) make any public statements or appear at any time to give testimony at any public meeting on the subject matters regarding which Contractor is or was retained by the County. County may set reasonable conditions on any disclosure authorized by the County under this provision. Notwithstanding, Contractor may make disclosures as required by law, and to law enforcement officials in connection with any criminal justice investigation.

40. Sustainability: County encourages Contractor to consider the procurement and use of environmentally preferable products and services while performing services under this Contract. "Environmentally preferable purchasing" means making purchasing choices for products and services that have a lesser or reduced adverse effect on human health and the environment when compared with competing products and services that serve the same purpose. Environmentally preferable purchasing is consistent with the County's commitment to protecting our air, water, soil, and climate for current and future generations. County encourages Contractor to incorporate the following actions into Contractor's performance of the Work: environmentally preferable supplies and services; conservation of water; efficient energy use; waste prevention; reuse and recycle construction and de-construction materials in a manner that maximizes reuse of materials; sustainability transportation choices, including consideration to business communication software such as Skype alternative to air travel and public transit or carpooling for in-person meetings; pollution prevention; low toxicity for public health & safety; and reduced emissions to address climate change.

41. Limitation of Liability: COUNTY SHALL NOT BE LIABLE TO CONTRACTOR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS CONTRACT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. COUNTY'S AGGREGATE LIABILITY, IF ANY, ARISING FROM OR RELATED TO THIS CONTRACT, WHETHER IN CONTRACT, OR IN TORT, OR OTHERWISE, IS LIMITED TO, AND SHALL NOT EXCEED, THE AMOUNTS PAID OR PAYABLE HEREUNDER BY COUNTY TO CONTRACTOR. ANY CONTRACTUAL LANGUAGE LIMITING CONTRACTOR'S LIABILITY SHALL BE VOID.

42. Insurance Requirements: Prior to commencing the Work, Contractor will provide a Certificate of Insurance to the County demonstrating adequate insurance coverage as required by this paragraph. All policies evidencing coverage required by the Contract will be issued by insurance companies satisfactory to the County. Contractor will forward Certificates of Insurance directly to the **County Department** at HHScontracts@bouldercounty.org.

a. For the entire duration of this Contract including any extended or renewed terms, and longer as may be required by this Contract, Contractor shall procure and maintain at its own expense,

and without cost to the County, the following kinds and minimum amounts of insurance to insure the liability risks that Contractor has assumed under this Contract:

i. **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.

ii. **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.

This coverage may not be required if Contractor is not using a vehicle as part of its performance under the contract.

iii. **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.

iv. **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.

third-party coverage can also be provided by obtaining a third-party fidelity bond.

v. **Privacy / Cyber Liability Insurance**

As a provider of a service which *may* require the knowledge and retention of personal identifiable information including but not limited to, names, dates of birth, social security numbers, usernames, and passwords, and/or HIPAA sensitive personal information of clients served, the following minimum insurance limits are required:

| | |
|---|-------------|
| 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 |

vi. **Sexual Abuse and Molestation Coverage**

As a provider of a service which has contact with individuals that are part of a sensitive population and are in a position of trust the following minimum insurance limits are required:

| | |
|---|-------------|
| 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 |

If the number of clients increases during the contract period, the required coverage limit will increase to correspond accordingly.

b. **Boulder County as Additional Insured:** Boulder County and the State of Colorado shall be named as an additional insured for General Liability and Umbrella/Excess Liability, as designated in this 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, and the State of Colorado are named as Additional Insured.*

c. Notice of Cancellation: Each insurance policy required by 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, Contractor or its insurance broker shall notify the County any cancellation, suspension, or nonrenewal of any insurance policy within seven (7) days of receipt of insurers' notification to that effect.

d. Insurance Obligations of County: County is not required to maintain or procure any insurance coverage beyond the coverage maintained by the County in its standard course of business. Any insurance obligations placed on the County in any of the **Contract Documents** or mutually agreed upon project-specific documents shall be null and void.

e. Deductible: Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of Contractor.

f. Primacy of Coverage: Coverage required of Contractor and its subcontractors, if any, shall be primary over any insurance or self-insurance program carried by the County.

g. Subrogation Waiver: All insurance policies in any way related to this Contract secured or maintained by Contractor as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against County, its organizations, officers, agents, employees, and volunteers.

43. 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 provide written notice to the County within three (3) days after such event.

44. Payable Costs in the Event of Termination: As set forth herein, the County reserves the right to terminate this Contract at any time for either breach or convenience. In the event that the County terminates the Contract before its expiration, Contractor shall be entitled to receive payment only for Work satisfactory executed and actual costs incurred prior to delivery of the notice to terminate.

45. Health Insurance Portability and Accountability Act (HIPAA): Contractor acknowledges that it may receive confidential information, Personal Identifying Information (PII), and Protected Health Information (PHI) through Contractor's performance of its obligations under this Contract.

Contractor will comply with all laws and standards with respect to the access, use, protection, disclosure, and storage of such PII/PHI, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule")(45 C.F.R. Parts 160 and 164) under HIPAA. The definitions set forth in the Privacy Rule are incorporated by reference into this Contract (45 C.F.R. § 160.103 and 164.501). Contractor shall maintain the confidentiality of PII/PHI and protect the privacy of the individuals to whom the records pertain. Pursuant to C.R.S. § 6-1-713 et seq., with respect to PII/PHI provided by County, Contractor will implement and maintain reasonable security procedures and practices that are (a) appropriate to the nature of the PII/PHI, and (b) reasonably designed to help protect the PII/PHI from unauthorized access, use, modification, disclosure, or destruction. If a security breach compromises PII/PHI, Contractor will notify County as quickly as possible, and without unreasonable delay, following discovery of a security breach.

Contractor will cooperate with County in responding to the breach, including sharing information relevant to the breach. This provision shall survive expiration or termination of this Contract.

County is not required to mark confidential information or PII/PHI as confidential in order for Contractor's obligations under this provision to apply. If Contractor is ever unsure as to the confidential nature of any information or documentation, Contractor shall seek clarification from County prior to using, disclosing, or communicating such information or documentation.

Contractor will treat confidential information received under this Contract with at least the same degree of care as it uses in maintaining its own confidential information, but no less than a reasonable degree of care. Contractor will comply with all applicable laws in its retention and use of confidential information under this Contract. Contractor will only access the confidential information as necessary to perform the Work. Contractor will require that all of its employees, volunteers, and agents protect the confidential information against unauthorized use or disclosure. Contractor is prohibited from disclosing the confidential information to any third-party without the County's consent. Contractor will maintain and adhere to adequate administrative, technical, and physical safeguards designed to protect confidential information against unauthorized access or disclosure. The administrative, technical, and physical safeguards must be: (1) no less rigorous than those maintained by Contractor for its own confidential information; (2) no less rigorous than generally accepted industry standards; and (3) as required by applicable laws. If Contractor becomes aware that the security of any confidential information has been compromised or otherwise used or disclosed in a manner not authorized by this Contract, Contractor will, at its expense: (i) promptly notify County in writing of the occurrence; (ii) develop and implement an appropriate plan to address the cause of the occurrence, to the extent such cause is within Contractor's control; and (iii) comply with County in County's reasonable efforts to respond to the occurrence. This provision shall survive expiration or termination of this Contract.

Without limiting the scope of this provision and Contractor's obligations hereunder, 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 private rooms when possible to discuss confidential information.
- c. Speaking quietly when communicating confidential information in a public area and avoiding using client's names where others may overhear.

46. Background Checks: Pursuant to C.R.S. § 26-6-104 (7), Contractor shall submit to a Colorado Bureau of Investigation (CBI) and Federal Bureau of Investigation (FBI) fingerprint-based background check and shall require the same of any prospective employee, employee, volunteer, or subcontractor of Contractor who has contact with clients pursuant to this Contract. Such background check is required to conduct a search for potentially disqualifying criminal activity, as set forth in C.R.S. § 26-6-104(7)(a)(I), as may be amended, at a national level. It is the responsibility of Contractor to provide written notice of any potentially disqualifying crimes or arrests and confirmed reports of child abuse or neglect committed by or involving Contractor, its prospective employees, employees, volunteers, and subcontractors, whether inside or outside of Colorado, to County. Contractor, its prospective employees, employees, volunteers and subcontractors shall be prohibited from having contact with any clients under this Contract until the full background check is complete. Each employee, prospective employee, volunteer or subcontractor shall submit a complete set of fingerprints that are taken by a CBI-contracted fingerprinting provider under Colorado Applicant Background Services (CABS). Contractor shall be responsible for ongoing (as frequent as necessary, but no less than annually) reviews of background checks for each employee, prospective employee, volunteer and subcontractor. Contractor shall be responsible for the payment of all fees associated with conducting the background checks referenced in this provision. Background check documentation and reports are not required to be submitted to County but must be maintained by Contractor and available for review by County for a minimum of three (3) calendar years after the date of Contractor's final payment from County under this Contract. In addition, prior to the commencement of any Work, and upon receipt of all background check results as required herein, Contractor and each of its prospective employees, employees, volunteers, and subcontractors must sign and submit to County

the Attestation of No Confirmed Child Abuse Registry History or Disqualifying Criminal Activity, attached to this Contract, verifying that the background checks did not produce any potentially disqualifying criminal findings, including convictions and arrests, and that each signer has never been implicated in a confirmed report of child abuse or neglect. Notwithstanding any language in this Contract, where County determines, in its sole discretion, that any required signer has falsely signed the Attestation, the County may treat such falsity as a material breach of this Contract which shall entitle County to terminate this Contract immediately; in such an event, Contractor shall not be entitled to receive payment for any Work performed under this Contract and, where Contractor has already received payment under this Contract, Contractor shall promptly return such funds to County upon County's request.

Contractor, prospective employees, employees, volunteers, and subcontractors must also submit to a Child Abuse and Neglect background check run by the Colorado Department of Human Services (CDHS) Office of Early Childhood (OEC) Background Investigation Unit (BIU). All results must be sent to Contractor and Contractor shall share all results with County upon request. In the event of potentially disqualifying findings, including convictions or arrests for the crimes set forth in C.R.S. § 26-6-104(7)(a)(I) (as may be amended) in addition to confirmed reports of child abuse or neglect, such findings shall be discussed between County and Contractor to determine if services may or may not be provided by Contractor or any prospective employee, employee, volunteer, or subcontractor. At all times during the term of this Contract, Contractor has an ongoing obligation to provide written notice to County within twenty-four (24) hours upon discovery by Contractor that any of its employees, volunteers, or subcontractors have been arrested for, convicted of, or otherwise engaged in potentially disqualifying criminal activity or implicated in a confirmed report of child abuse or neglect, regardless of the time or location of such activity. County reserves the right to prohibit any Contractor employee, volunteer, or subcontractor from providing services under this Contract on the basis of potentially disqualifying criminal activity. Notwithstanding any language in this Contract, Contractor's failure to comply with any aspect of this provision, as determined by County in its sole discretion, shall constitute a material breach of this Contract which shall entitle County to terminate this Contract immediately. Contractor shall not be entitled to receive payment for any Work performed during any time period in which Contractor was in breach of this provision. In the event that Contractor has already received payment for Work performed during a time period in which Contractor was in breach of this provision, Contractor shall promptly return such funds to County upon County's request.

47. Additional Statutory Requirements: Contractors who provide mental health or therapeutic services that meet the statutory requirements of social workers, professional counselors, marriage and family therapists, registered psychotherapists, psychologists, certified additions counselors, etc. must be currently registered and in good standing with the Department of Regulatory Agencies (DORA) and provide verification of valid registration to County. Contractor will also notify County immediately of any suspension or revocation by DORA.

48. Licenses and Permits: Contractor agrees to hold all necessary license(s) which permits the performance of the services in this Contract.

49. 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, County and Contractor will adhere to all rules and regulations set forth by the United States Department of Health and Human Services and the pass-through agency, Colorado Department of Human Services, for the federal programs: Social Services Block Grant, CFDA 93.667; Child Welfare – Title IV-B, CFDA 93.645; Adoption Opportunities, CFDA 93.652; Foster Care, CFDA 93.658; and Adoption Assistance, CFDA 93.659.

[Signature Page to Follow]

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

| | |
|---|--------|
| SIGNED for and on behalf of Contractor | |
| Signature: | Date: |
| <i>SAMPLE CONTRACT – DO NOT SIGN</i> | |
| Name: | Title: |
| SIGNED for and on behalf of Boulder County | |
| Signature: | Date: |
| Name: | Title: |
| Attester Signature: | Date: |
| Name: | Title: |
| Approved as to Content and Form: | Date: |