

## Continuing Services Contract

| DETAILS SUMMARY   |  |
|---|--|
| Document Type   | New Contract   |
| OFS Number-Version  | 302771   |
| <b>County Contact Information</b>   |  |
| Boulder County Legal Entity   | Boulder County   |
| Department  | Housing and Human Services ("BCDHHS")  |
| Division/Program  | Partnerships, Contracts and Services Division  |
| Mailing Address   | P.O. Box 471, Boulder, CO 80306  |
| Contract Contact  | Rory Thomes, Community Investments Manager<br>rthomes@bouldercounty.org<br><a href="mailto:HHScontracts@bouldercounty.org">HHScontracts@bouldercounty.org</a>                    |
| Invoice Contact   | <a href="mailto:HHSaccountingoffice@bouldercounty.org">HHSaccountingoffice@bouldercounty.org</a> and<br><a href="mailto:rthomes@bouldercounty.org">rthomes@bouldercounty.org</a> |
| <b>Contractor Contact Information</b>   |  |
| Contractor Name   | Clinica Campesina/Family Health Services   |
| Address   | 1735 S. Public Rd., Lafayette, CO 80026-7093   |
| Contact   | Simon Smith, President and CEO   |
| Contact Email   | <a href="mailto:Simon.smith@clinica.org">Simon.smith@clinica.org</a>   |
| Secondary Contact   | Anthony Porcaro, <a href="mailto:aporcaro@clinica.org">aporcaro@clinica.org</a>  |
| <b>Contract Term</b>  |  |
| Start Date  | April 5, 2023  |
| Expiration Date   | December 31, 2023  |
| Final End Date  | December 31, 2028  |
| <b>Contract Amount</b>  |  |
| Contract Amount   | \$659,000  |
| <p><b>NOTE:</b> 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>                              |  |
| <b>Brief Description of Work</b>  |  |
| <p>To provide accessible and prevention-focused health and dental services for low-income Boulder County residents.</p> <p><b>NOTE: Work shall be assigned on a project-by-project basis according to the terms of this Contract.</b></p> |  |
| <b>Contract Documents</b>   |  |
| <p>a. Exhibit A, Statement of Work<br/>b. Exhibit B, Payment and Reporting Requirements<br/>c. Exhibit C, Program Level Report</p>  |  |
| <b>Purchasing Details – County Internal Use Only</b>  |  |
| Grant funded?   | No   |
| SOQ Number  | N/A  |
| Award Date  | N/A  |
| If no SOQ No., bid process used   | HHS Human Services Safety Net RFA  |
| COVID-19  | NO   |
| Project #   | N/A  |

|   |                                  |
|---|----------------------------------|
| Purchasing Notes  | N/A                              |
| <b>Contract Notes</b><br><i>Additional information not included above</i> |                                  |
| PO  | New PO                           |
| Chart of Accounts String  | 112-45018-74000-1020-101272-H113 |

THIS CONTINUING SERVICES 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 Clinica Campesina/Family Health Services ("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 through a bid process. 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 the **Contract Amount** to Contractor in accordance with the **Contract Documents** and mutually agreed upon project-specific 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 fifteenth (15th) day

of the month for any part of the Work completed in the prior calendar month. 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**. County may require delivery of invoices by email. 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 (Additional Time only): 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 by sending a written notice of extension to Contractor. An extension of time to complete the Work will not entitle Contractor to additional compensation from County.

7. Extension of Contract Term (Additional Time and 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 may 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 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. None of Contractor, its agents, personnel or subcontractors are employees 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

a. 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 breaching Party does not cure the breach, at its sole expense, as reasonably determined by the non-breaching Party in its sole discretion, 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.

b. Non-Appropriation: The other provisions of this Contract notwithstanding, 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.

c. Convenience: In addition to any other right to terminate under this Section 13, County may terminate this Contract, in whole or in part, for any or no reason, upon seven (7) days' advance written notice to Contractor.

14. Contractor Obligations upon Termination or Expiration: By the **Expiration Date** or effective date of termination, if earlier, Contractor must (1) remove from County property all of its personnel, equipment, supplies, trash and any hazards created by Contractor, (2) protect any serviceable materials belonging to the County, and (3) take any other action necessary to leave a safe and healthful worksite. Any items remaining on County property after the Expiration Date or the effective date of termination, if earlier, will be deemed abandoned by Contractor.

15. Payable Costs in Event of Early Termination: If County terminates this Contract before the **Expiration Date**, Contractor's payments (and any damages associated with any lawsuit brought by Contractor) are limited to only (1) payment for Work satisfactorily executed and fully and finally completed, as determined by County in its sole discretion, prior to delivery of the notice to terminate, and (2) the reasonable and actual costs Contractor incurred in connection with performing the Work prior to delivery of the notice to terminate. Contractor explicitly waives all claims it may have against the County for any other compensation, such as anticipatory profits or any other consequential, special, incidental, punitive or indirect damages

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 (in addition to any other remedy provided by law or in this Contract), 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 full and final 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 fully and finally 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 may 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. **No Suspension or Debarment:** Contractor certifies, and warrants for the Contract Term, that neither it nor its principals nor any of its subcontractors are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal or State department or agency. Contractor shall comply, and shall require its subcontractors to comply, with subpart C of 2 C.F.R. § 180.

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 20<sup>th</sup> 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. § 24-72-200.1, 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** or the project-specific 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 is solely responsible for ensuring that its performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes. County approval of the Work or any aspect of Contractor's performance, such as plans, designs, or other Contractor-drafted documents, shall not be interpreted to mean that Contractor has satisfied its obligations under this Section.

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. 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; sustainable 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. Legal Interpretation. Each Party recognizes that this Contract is legally binding and acknowledges that it has had the opportunity to consult with legal counsel of its choice about this Contract. The rule of construction providing that any ambiguities are resolved against the drafting Party will not apply in interpreting the terms of this Contract.

43. Insurance: 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** and **Contact** listed in the **Details Summary**.

a. Boulder County as Additional Insured: Boulder County shall be named as an additional insured for General Liability, Umbrella/Excess Liability, and Pollution 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, is named as Additional Insured.*

b. 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.

c. 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** shall be null and void.

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

e. 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.

f. 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.

g. Requirements: 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.

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.

v. **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.

viii. **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 |

ix. **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.

[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.

| <b>SIGNED for and on behalf of Boulder County</b> | <b>SIGNED for and on behalf of Contractor</b> |
|---|---|
| Signature:  | Signature:                                    |
| Name:   | Name:   |
| Title:  | Title:  |
| Date:   | Date:   |
| ↓↓ <i>For Board-signed documents only</i> ↓↓      |   |
| Attest Signature:                                 | <i>Initial</i>                                |
| Attestor Name:                                    |   |
| Attestor Title:                                   |   |

## **EXHIBIT A STATEMENT OF WORK**

### **1. PROJECT DESCRIPTION**

Boulder County Department of Housing and Human Services (BCDHHS) is committed to sustaining access to health and dental care for at risk children and families who are Boulder County residents. The seven key areas of stability BCDHHS is targeting, and key priorities for the investment of BCDHHS funds, are housing stability, employment and income stability, access to adequate food and nutrition, environmental health, health and well-being, safety, and education.

This Contract supports general operating expenses to provide accessible and prevention-focused medical, behavioral health, and dental care for low-income residents of Boulder County.

### **2. PERFORMANCE RESPONSIBILITIES**

Contractor, in accordance with the terms and conditions in the Master Contract and this Contract, shall, in a timely and satisfactory manner, ensure low-income residents of Boulder County have access to quality and prevention-focused medical, behavioral health, and dental care. To this end, Contractor agrees to:

- A. Serve participants healthcare needs in a preventative-framework whenever possible.
- B. Provide culturally appropriate marketing materials of Contractors services to other local agencies and Family Resource Centers who serve low-income and at-risk individuals in order to increase participant access to healthcare services and education.
- C. As needed, work collaboratively with BCDHHS Community Support Division staff to develop, and distribute culturally appropriate marketing materials that work to destigmatize access and enrollment in public assistance benefits.
- D. Ensure that Connect for Health Colorado application assistance is provided at all clinic locations. Contractor shall take necessary steps to provide services virtually and/or adhere to current public health COVID-19 restrictions and guidelines throughout the Contract term for services provided in-person. If Contractor is unable to provide services safely to meet client needs due to the public health restrictions, Contractor shall notify BCDHHS within 30 days.
- E. As needed, contractor will support participants in connecting with self-reliance benefits utilizing the Colorado PEAK online application and/or creating a Boulder County Connect (BCC) Account and encourage online system use for accessing case information, completing required actions on their cases, and uploading documents.
- F. Contractor agrees to provide space for BCDHHS staff for enrollment in public benefits programs, the Low-Income Energy Assistance Program (LEAP), and for Family and Children Services (FCS) community-based family meetings (team decision-making meetings), when and if applicable.

### **3. TARGET POPULATION**

The target population includes low-income individuals and families who are Boulder County residents. Contractor shall ensure that priority for services be provided to individuals and families within geographic service area who are at high risk or have unmet needs.

### **4. REFERRALS FOR SERVICE**

- A. Contractor agrees to accept and prioritize referrals from other service providers and government agencies operating in Boulder County who serve similar populations.
- B. Contractor agrees to work collaboratively with BCDHHS and other community partners to ensure participants are enrolled in all self-sufficiency benefits for which they are eligible to receive.
- C. Contractor will make referrals to appropriate service providers in effort to move participants from crisis to stability, establishing a network of care supporting the participant.
- D. Contractor shall refer all participants to their local Family Resource Center (OUR Center, Emergency Family Assistance Association (EFAA), or Sister Carmen Community Center) for additional stabilizing services, depending on their geographic location.

## **5. MEETINGS AND COMMUNICATIONS**

- A. BCDHHS and Contractor may meet semi-annually to evaluate Contract usage and program effectiveness that may include:
  - i. recommendations for modifications in the scope of services for this Contract,
  - ii. technical assistance necessary to enable the performance of this Contract by Contractor, or
  - iii. the specification of necessary additional services to enable Contractor's performance of the services provided under this Contract.
- B. A fiscal review may be conducted during the Contract term. Prior to this review, BCDHHS may request a copy of Contractor's published annual report for the prior year.
- C. BCDHHS will communicate with Contractor regarding applicable trainings and meetings as available.

## **6. DELIVERABLE AND REPORTING REQUIREMENTS**

- A. Contractor shall submit quarterly reports that track numbers of participants served, which shall include city in which participant resides (as outlined in Exhibit B-2).
  - i. Reporting is due by the 20th of the month, following the close of each quarter to the following email: [HHSimpactreporting@bouldercounty.org](mailto:HHSimpactreporting@bouldercounty.org) and Estiberson Parra Cordero ([eparracordero@bouldercounty.org](mailto:eparracordero@bouldercounty.org)).
- B. Contractor shall notify BCDHHS within 30 days of vacancies for positions funded under this Contract. Notification shall be sent in writing to Rory Thomes at [rthomes@bouldercounty.org](mailto:rthomes@bouldercounty.org).
- C. Contractor shall submit an annual qualitative report at the conclusion of each Contract term. Annual reports shall be submitted no later than the 20<sup>th</sup> of the month following the end of the Contract term. Reports shall be submitted to [hhsimpactreporting@bouldercounty.org](mailto:hhsimpactreporting@bouldercounty.org)
- D. Contractor shall provide BCDHHS with a copy of most recent 5 years of UDS submission to HRSA and new reports when they are submitted using the following email: [HHSimpactreporting@bouldercounty.org](mailto:HHSimpactreporting@bouldercounty.org) and Estiberson Parra Cordero ([eparracordero@bouldercounty.org](mailto:eparracordero@bouldercounty.org)).

**EXHIBIT B**  
**PAYMENT AND REPORTING REQUIREMENTS**

**1. BUDGET**

- A. The total dollar amount for this Contract shall not exceed \$659,000. The approved budget is included as Exhibit B-1, Budget Form.
  
- B. Contractor has the discretion to transfer up to ten percent (10%) of the approved budget between the major direct cost budget categories without the approval of Boulder County Department of Housing and Human Resources (BCDHHS). Any budget transfer greater than ten percent (10%) requires prior written approval from an authorized BCDHHS representative.

**2. PAYMENT AND REPORTING REQUIREMENTS**

A. Monthly Invoicing

- i. BCDHHS shall provide Contractor with a monthly invoice template.
- ii. Contractor shall complete and submit monthly invoices and supporting documentation that supports the amount invoiced on/or before the twentieth (20<sup>th</sup>) calendar day following the reporting period, regardless of the level of activity or amount of expenditure(s) in the preceding report period.
  - a. **Any invoices submitted 90 days after due date will not be accepted by BCDHHS.**
- iii. Monthly invoiced expenses shall be for actual expenditures incurred by Contractor.
- iv. BCDHHS shall not pay for vacant positions funded through this Contract.
- v. Monthly invoiced expenses may not be reimbursable by any other funding source.
- vi. Monthly invoices shall only include expenditures for the prior billing period. Any adjustments to a previously billed period need to be billed as an amendment to a previous invoice.
- vii. The invoice shall contain the name and title of the person authorized, or his or her designee, to submit claims for payment.
- viii. All invoices, supporting documentation, and applicable reports shall be submitted electronically to BCDHHS via email to:

hhsaccountingoffice@bouldercounty.org  
rthomes@bouldercounty.org

and

B. Supporting Documentation

- i. Monthly invoices shall be supported by a general ledger and/or sub-ledger detail generated from Contractor's accounting system to include payee, description, date, and amount.
  - a. For participant services, participant name and purpose must be included (for those participants who have signed an authorization to release information).

- b. For personnel requests, an excerpt of the payroll register from the paying system is appropriate. The payroll register should include staff name(s) or initials, period paid, salary and itemized employer-paid taxes and benefits.
  - ii. Supporting documentation submitted with monthly invoices must meet or exceed the amount being invoiced.
  - iii. Contractor shall keep on site for BCDHHS review, for the Contract term plus three years, the following supporting documentation for each invoice:
    - a. Non-personnel reimbursements must be supported by general ledger or sub-ledger detail generated from Contractor's accounting system.
      - 1. The ledger detail should include payee, description, date, and amount.
      - 2. For participant services, participant name and purpose must be maintained on file (for those participants who have signed an authorization to release information).
      - 3. The documentation should include all receipts and/or other original support. Receipts are required for purchases from a single vendor more than \$100.
      - 4. Travel expenditures should include travel expense reports.
      - 5. Mileage will be reimbursed at a rate equal to or less than the IRS standard mileage rate.
    - b. For personnel requests, an excerpt of the payroll register from the paying system is appropriate. The payroll register should include staff name(s) or initials, period paid, salary and itemized employer-paid taxes and benefits.
      - 1. Staff working less than 100% on contracted work may be required via a written amendment to maintain an accurate daily record of hours worked and correct charge codes. These records shall be made available to BCDHHS during financial review visits or upon request.
  - iv. If Contractor does not produce sufficient documentation as described above at financial review visits, BCDHHS has the right to recapture any unsupported payments.

#### C. Payments

- i. Monthly invoices, supporting documentation, and all required deliverables as outlined in Exhibit A, Section 6, Deliverable and Reporting Requirements must be submitted in a timely manner and in accordance with the terms of the Contract in order to receive payment.
- ii. BCDHHS will reimburse Contractor within 30 days of receipt and approval of a fully-supported and payable invoice. BCDHHS will follow-up with Contractor within 15 days of receipt should there be any questioned or unsupported costs.

#### D. Internal Controls

- i. Contractor shall maintain written internal control policies and procedures around financial and accounting practices, including procurement policies and procedures.
- ii. Confidentiality of Client Information and Records: Contractor shall

maintain best practices for safeguarding confidential information, including signed certification from Contractor's directors, officers, and employees.

- iii. Conflict of Interest: Contractor shall maintain best practices regarding conflicts of interest, including signed certification from Contractor's directors, officers, and employees.
- iv. Written policies and procedures shall be made available to BCDHHS during financial review visits or upon request. During the Contract term, BCDHHS will request to review Contractor's procurement policy.

**3. SCHEDULE OF ATTACHMENTS:** The following attachments to this Exhibit are hereby attached and incorporated by this reference:

- A. Exhibit B-1, Budget Form



**EXHIBIT B-1  
BUDGET FORM**

| Boulder County Department of Housing and Human Services HSSN 2023 Budget   |                     |
|--|---------------------|
| <b>Contract Term: 01/01/2023 to 12/31/2023</b>   |                     |
| <b>Agency Name: Clinica Family Health</b>  |                     |
| <b>Program Name: Primary Health Care with Integrated Dental and Mental Health Care for Medically Underserved Boulder County Residents</b>                              |                     |
| <b>2023 Approved Amount</b>  | 659,000             |
| <b>Once you have matched the award amount below, this should be "0" :</b>  | \$ 0                |
| <b>Feel free to add or change expense rows categories to this form</b>   |                     |
| DESCRIPTION  | Budget of Line Item |
| <b>Salaries</b> <i>(list positions and indicate FTE allocated to each source and whether the person within the position is bilingual/bicultural or bilingual only)</i> |                     |
| Physician Assistance 60% FTE (Emily Barnack)   | \$ 79,848           |
| Physician-Family Practice 80% FTE (Alex Bulkacz)   | \$ 200,148          |
| ACMD-MD/DO 80% FTE (Michelle Drury)  | \$ 206,042          |
| Physician-Family Practice 40% FTE (Landry Fagan)   | \$ 88,866           |
| Physician-Family Practice 33% FTE (Pamela Guthrie)   | \$ 84,096           |
|  |                     |
| <b>Payroll Taxes &amp; Benefits</b>  |                     |
|  |                     |
|  |                     |
| <b>Operating Expenses</b> <i>(list costs including travel, rent, utilities, phone, postage, supplies, &amp; printing)</i>  |                     |
|  |                     |
|  |                     |
| <b>Equipment</b> <i>(list all costs)</i>   |                     |
|  |                     |
|  |                     |
| <b>Subcontractor/consultation services</b> <i>(list individual costs)</i>  |                     |
|  |                     |
|  |                     |
| <b>Other Costs</b>   |                     |
|  |                     |
|  |                     |
| <b>TOTAL Program Budget</b>  | <b>\$ 659,000</b>   |

## EXHIBIT C Program Level Report

|  |                       |
|--|-----------------------|
| Name of Organization:                          | Clinica Family Health |
| Name of Program (should match funding award):  | General Operations    |
| Name of Person Completing Report:              |                       |
| Program staff email to use if questions arise: |                       |

| Quarterly Reporting Metrics  | Q1 | Q2 | Q3 | Q4 |
|--|----|----|----|----|
| <b>TOTAL Number of unduplicated individuals served by Program</b>                                      |    |    |    |    |
| <b>TOTAL Number of unduplicated individuals served by residency</b>                                    |    |    |    |    |
| Boulder  |    |    |    |    |
| Lafayette  |    |    |    |    |
| Louisville   |    |    |    |    |
| Longmont   |    |    |    |    |
| Erie   |    |    |    |    |
| Lyons  |    |    |    |    |
| Nederland  |    |    |    |    |
| Superior   |    |    |    |    |
| Jamestown  |    |    |    |    |
| Other Cities Inside Boulder County   |    |    |    |    |
| Homeless Inside Boulder County   |    |    |    |    |
| Other Cities Outside Boulder County  |    |    |    |    |
| Homeless Outside Boulder County  |    |    |    |    |
| Unknown  |    |    |    |    |
| <b>TOTAL Number of unduplicated individuals served by Program by age</b>                               |    |    |    |    |
| 0-5  |    |    |    |    |
| 6-12   |    |    |    |    |
| 13-17  |    |    |    |    |
| 18-54  |    |    |    |    |
| 55-91  |    |    |    |    |
| <b>TOTAL Number of unduplicated individuals served by Program - Race</b>                               |    |    |    |    |
| American Indian/Alaska Native  |    |    |    |    |
| Asian  |    |    |    |    |
| Black/African American   |    |    |    |    |
| Native Hawaiian or other Pacific Islander  |    |    |    |    |
| Mixed Race   |    |    |    |    |
| White/Caucasian  |    |    |    |    |
| Other  |    |    |    |    |
| Unknown  |    |    |    |    |
| <b>TOTAL Number of unduplicated individuals served by Program - Hispanic, Latino or Spanish origin</b> |    |    |    |    |
| No, Not of Hispanic, Latinx, or Spanish origin   |    |    |    |    |
| Yes, of Hispanic, Latinx, or Spanish origin  |    |    |    |    |
| Unknown  |    |    |    |    |
| <b>TOTAL Number of households served by Program - Primary Household Language</b>                       |    |    |    |    |
| English  |    |    |    |    |
| Spanish  |    |    |    |    |
| Other  |    |    |    |    |
| Unknown  |    |    |    |    |
| <b>TOTAL Number of households* served by Program</b>   |    |    |    |    |
| <b>Number of households with children ages 0-17</b>  |    |    |    |    |

\* note: single individuals living alone = 1 household

| <b>Programmatic Metrics:</b>   | <b>Q1</b> | <b>Q2</b> | <b>Q3</b> | <b>Q4</b> |
|--|-----------|-----------|-----------|-----------|
| % of pregnant women who had their first prenatal visit during the first trimester                          |           |           |           |           |
| % of patients with optimum levels of blood pressure  |           |           |           |           |
| % of patients with Normal sugar levels in the blood  |           |           |           |           |
| % of patients screened for depression  |           |           |           |           |
| % reduction in emergency room utilization according to Colorado Accountable Care Collaborative methodology |           |           |           |           |

| <b>Quarterly Questions for Funders:</b>   | <b>Q1</b> | <b>Q2</b> | <b>Q3</b> | <b>Q4</b> |
|---|-----------|-----------|-----------|-----------|
| <b>1. What % of program funding does this contract provide as a percent of the total program budget:</b>  |           |           |           |           |
| <b>2. Please describe the ways in which this funding helps meet program goals:</b>  |           |           |           |           |
| <b>3. Please briefly describe any gaps or areas of need that you are noticing emerge in the community:</b>  |           |           |           |           |
| <b>4. This contract is funded by tax dollars. If you are able to share a success story of this program that we can share with the public,<br/>How do you know that the program is successful please provide a metric please do so here:</b> |           |           |           |           |