



**AGREEMENT TO PURCHASE  
OUT-OF-HOME PLACEMENT SERVICES  
SS23A**

- CHILD PLACEMENT AGENCY SERVICES (CPA)
- CHILD HABILITATION RESIDENTIAL PROGRAM (CHRP)
- GROUP HOME/GROUP CENTER CARE
- INDEPENDENT LIVING
- PSYCHIATRIC RESIDENTIAL TREATMENT FACILITY (PRTF)
- RESIDENTIAL CHILD CARE FACILITY (RCCF)
- RESIDENTIAL DRUG/ALCOHOL PROGRAM
- SHELTER CARE
- SUBSIDIZED ADOPTION
- TRANSITION/HOME BASED AFTER-CARE (RCCF)
- OTHER (DESCRIBE): \_\_\_\_\_

THIS IS AN AGREEMENT, made this 1st day of July, 2019

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

hereinafter called "County" and Attention, Inc. (Attention Homes Chase House)  
(Facility/Agency/Foster Home Name)

1443 Spruce Street, Boulder, CO 80302 hereinafter called "contractor"  
(Address City, State; Zip Code)

**THIS AGREEMENT:**

Shall include all children placed by Boulder County

Department of Social/Human Services and placed with Attention Homes Chase House.

A child specific addendum, identifying individual service needs, must be completed and attached to supplement this agreement for each child being served by the facility. If this is a CPA placement, the child specific addendum should also address how administrative services will be provided in the event the child is placed for adoption in a foster home supervised by the CPA.



WHEREAS, the Colorado State Department of Human Services, hereinafter called “State Department” is authorized to provide social services to individuals and families of individuals through its agents, County Departments of Social/Human Services, and

WHEREAS, the County is authorized to purchase certain services for eligible children under State Department rules, and

WHEREAS, the County wishes to provide these services by purchasing them from Contractor, and,

WHEREAS, the Contractor is licensed as a Child Placement Agency, Residential Child Care Facility, certified Psychiatric Residential Treatment Facility, or meets the requirements for other licensed service types.

NOW THEREFORE, it is hereby agreed that in consideration of the mutual undertakings the County and the Contractor agree as follows:

1. This Agreement shall be in force from the date of the agreement, July 01, 2019, until the end of the Colorado fiscal year, June 30, 2020 . Any child may be removed from the facility prior to the end of the            fiscal year by the county department.
2. This Agreement may be renewed only by entering into a new written Agreement such as this Agreement signed by the authorized representatives of the parties. Except as otherwise provided above, either party shall have the right to terminate this contract by giving the other party thirty (30) days notice by registered mail, return receipt requested. If notice is so given, this contract shall terminate on the expiration of the thirty (30) days or until the eligible child(ren) can be placed elsewhere, whichever occurs first, and the liability of the parties hereunder for further performance of the terms of this Agreement shall thereupon cease, but the parties shall not be released from the duty to perform their obligations up to the date of termination.
3. This Agreement is in lieu of and supersedes all prior agreements between the parties hereto and relating to the care and services herein described.

#### SECTION I: DESCRIPTION OF SERVICES TO BE PURCHASED:

1. The total rate of payment for care and services under this Agreement shall not exceed: the established rate for the PRTF; for CPA placements, the negotiated rate or the approved vendor rate; for RCCF placements, the established Fee-for-Service rate and the negotiated rate or the approved vendor rate; and, for CHRP placements, the agreed upon service proposal rate. The total rate of payment for care and services for other service



types will be as negotiated between the County and the Contractor. Medicaid rules shall govern activities to be covered in the daily rate paid to PRTFs.

The amount paid for purchased care and services for less than a full month will be based upon the daily rate.

2. Payment for a child's temporary absence from the facility, including absence due to hospitalization, will be made in accordance with State Department rules in Staff Manual Volume VII, 7.406.1, F (12 CCR 2509-5).

3. Transportation shall be furnished by County between the child's residence and Contractor's facility for the initial placement and return after the treatment plan is completed. If the child runs away from the Contractor's facility, the County shall provide transportation to either return the child to the facility or to other care as arranged by the County. The County has responsibility for the decision to return the child to the facility, with input from the Contractor.

4. All other transportation associated with the Contractor's proposed services will be provided by Contractor. Any transportation costs not covered or contemplated in the original treatment plan must be negotiated between County and Contractor and are not subject to reimbursement under this Agreement. However, provisions for payment of other transportation may be provided for in the Family Service Plan / Individual Plan of Care.

5. Any transportation costs to be incurred on behalf of a child in placement, which are to be borne by persons, or agencies, which are not a party to this contract, shall be specified in the treatment/service plan, and those persons shall acknowledge their responsibility by signing the treatment/service plan.

## SECTION II: LEGAL STATUS AND AUTHORIZATIONS:

1. Such permission as is held by the County is hereby granted to the Contractor to authorize routine or emergency medical and dental treatment except that:

a. Medical or dental care shall be provided by personnel duly licensed by law as required by the State of Colorado. It is mutually understood hereto that hospital expenses, surgery, ophthalmology services, eyeglasses, orthodontia or other unusual expenses are not included in the monthly rate. The cost of any items not covered by Medicaid will be negotiated between County and Contractor. Medicaid rules shall govern activities to be covered in the daily rate paid to PRTFs.

2. County and Contractor shall insure that the child(ren) is enrolled in the Early and Periodic Screening, Diagnosis and Treatment Program.



3. It is agreed and permission is granted for the child(ren) to participate in planned recreational and social activities of Contractor, including supervised off grounds excursions and extended trips within the State, provided that Contractor has written permission from County and legal guardian for any trips out of Colorado for any reason and any planned absence from the facility of over seven (7) days within a consecutive 30-day period. Such written permission may be in the treatment/service plan. Further, Contractor and County will also secure, where possible, permission from parents or guardians of the child placed with the Contractor. Any planned absence of more than 24 hours for children placed in a PRTF is not Medicaid reimbursable.

4. County and Contractor shall inform each other and the local school district of any changes in parental residence affecting educational status which comes to their attention.

### SECTION III: REASONS FOR REFERRAL, TREATMENT PLAN, AND PROGRESS REPORTS:

1. County and Contractor agree and understand that the reasons for referral, which necessitate purchasing services for children are specified in the attached child specific addendum and Family Services Plan. Any other relevant information concerning these children that does not necessitate purchasing services is also included in the addendum.

2. County and Contractor shall develop an initial plan that addresses the immediate and/or emergency needs of the child within 72 hours of admission for children in RCCFs or group homes except PRTF. County and Contractor shall formulate an initial individual plan of care within 14 calendar days after admission for children in RCCFs or group homes except PRTF. The placement date is that date noted in the attached child specific addendum included with this contract. The Child's Family Service Plan may be utilized as an Individual Plan of Care for this purpose for facilities. Modifications to this plan shall be agreed to in writing on the plan or as a supplemental document.

3. County and Contractor shall formulate an initial individual plan of care for children in PRTFs within 72 hours. For children in a PRTF a comprehensive individual plan of care must be completed by the multidisciplinary team within 14 calendar days from the placement date. The placement date is that date noted in the attached child specific addendum included with this contract. Modifications to this plan shall be agreed to in writing on the plan or as a supplemental document.

4. The individual plan of care shall be goal oriented and time-limited and shall:

a. Address all areas listed in Section 7.714.4, C, 2, (12 CCR 2509-8) together with clinical and other needs including the child's presenting problems, physical health, emotional status, behavior, support system in the community, available resources, and discharge plan.



- b. Include specific goals and measurable objectives, expected dates of achievement, specific discharge and transitional/after-care and follow up services criteria to be met for termination of treatment.
- c. Specify the type, frequency, and duration of clinical therapy services, rehabilitation services, medication management, emergency services, initial assessment, documented treatment modifications, and other services determined to be necessary to meet the child's specific goals.
- d. Specify that all therapeutic services are necessary to meet the needs of the child and to treat the child's current diagnosis.
- e. Identify the provision of, or the referral for, services other than RCCF services and shall document any court ordered treatment including identifying the agency responsible for providing the court ordered treatment.
- f. Anticipated living arrangement for the child at the date of discharge;
- g. Anticipated educational arrangement for the child at the time of discharge;
- h. Anticipated date for discharge from treatment purchased for the child.
- i. A permanency goal for the child.

5. Monthly, Child Placement Agencies, RCCFs and other contractor types other than PRTF, shall conduct a monthly review of each plan to evaluate whether the short-term and long-term goals have been achieved or not achieved. These parties shall provide the County with written reports which address changes to the child's physical condition, psychological and social functioning, changes in the child's family situation, educational progress, significant incidents or disciplinary actions, and progress made to achieve goals specified in the treatment plan. Further, the Contractor agrees to sequence reports to be received by the County 15 calendar days prior to judicial or administrative hearings or reviews when provided with 30 calendar days advance notice of such dates by County.

6. Every 14 days, PRTFs shall provide the County with written reports which address changes to the child's physical condition, psychological and social functioning, changes in the child's family situation, educational progress, significant incidents or disciplinary actions, and progress made to achieve goals specified in the treatment plan.

#### SECTION IV: CONTRACTOR SHALL:

1. Conform with and abide by all rules and regulations of the Colorado Department of Human Services, the Colorado Department of Health Care Policy and Financing (if appropriate), the State of Colorado and any applicable federal laws and regulations, as



such, which may be amended from time to time, and shall be binding on Contractor and control any disputes in this Agreement.

2. Maintain a current license and maintain license requirements as specified under State law and rule.
3. Not charge any fees to children or families of children referred by county for any services provided under this Agreement.
4. Not assign the obligations under this Agreement nor enter into any sub-contract without the express written approval of the Director of the County Department or his/her appointed designee.
5. Abide by all applicable provisions of Title VI and VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title XX of the Social Security Act of 1975 as revised, and provide confidentiality of information concerning the child in compliance with the Health Insurance Portability and Accountability Act (HIPAA).
6. Maintain during the term of this Agreement a liability insurance policy of at least \$25,000 for CPAs and \$400,000 for PRTFs, and RCCFs for property damage liability, \$150,000 for injury and/or damage to any one person, and \$600,000 for total injuries arising from any one accident.
7. Maintain during the terms of this Agreement an insurance policy or a fidelity bond in an amount deemed sufficient by the county, covering the activities of any of its officers, agents, or employees responsible for the implementation and/or administration of this contract in order to make reparations for any wrongful acts, omissions, or any other defalcations of the Contractor.
8. Indemnify County, Colorado Department of Human Services, Colorado Department of Health Care Policy & Financing, and the State of Colorado against any and loss against all claims and actions based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with the performance of this contract or by conditions created thereby, or based upon any violations of any statute, ordinance, or regulation and the defense of any such claims or actions.

Paragraphs 6, 7 and 8 do not apply to the University of Colorado contracts with county departments.

9. In regards to University of Colorado contractors only, the contractor shall be responsible for its own wrongful or negligent acts or omissions or those of its officers, agents, or employees while performing their professional duties to the full extent allowed by law. Notwithstanding the foregoing, nothing in this Agreement is a limitation or waiver of the application of the Colorado Governmental Immunity Act set forth in §24-



10-101 to §24-10-120, C.R.S., any claims resulting from the performance of the University of Colorado, its employees or agents under this Agreement.

10. Maintain service program records, fiscal records, documentation and other records, which will sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Agreement. The above shall be subject at all reasonable times to inspection, review or audit by federal, Colorado Department of Human Services, Colorado Department of Health Care Policy & Financing, or county personnel, and other persons authorized in writing by the Executive Director of the Colorado Department of Human Services.

11. Contractor shall, in any instance of a potential adoption by a foster parent, provide the initial home study, the SAFE study update, annual certification updates and related materials when requested by the County within fourteen working days of the request. At all other times the Contractor shall make home studies and related materials available to the County for review, at a location agreed upon by the County and the Contractor, during regular business hours.

12. Bill the County for services rendered, using the required form. This form is to be mailed to the County by the last day of the month of care. Billings for PRTFs shall be made to the MMIS System only. Billings for RCCF fee-for-service and CHRP shall be made to either the MMIS System or the County. Billings for RCCFs daily rate, CPAs and other contractor types shall be made to the County only. Contractor will not be paid by the county when billing is not received by the County within 30 calendar days following the billing due date.

13. Attend and participate in Administrative Reviews for children in placement with the Contractor pursuant to two (2) weeks written notice by the County. The Contractor shall encourage children over the age of twelve to attend their Administrative Reviews. Participation may be in person or by teleconference.

14. The Contractor shall pay the foster parent the amount agreed upon with the county as the child maintenance or room and board. Any payment to the foster parent in excess of the child maintenance or room and board amount shall be treated as income to the foster parent.

15 The Contractor shall have the on-site presence of at least one (1) official who has received State training in how to use and apply the reasonable and prudent parent standard and who, with respect to any child or youth placed at the Contractor's facility, is designated to be the caregiver authorized to apply the reasonable and prudent parent standard to decisions involving the participation of the child or youth in age or developmentally-appropriate activities. In the case of a Foster Care Home certified by a Child Placement Agency, Contractor agrees that each foster parent has received State training in how to use and apply the reasonable and prudent parent standard to decisions



involving the participation of the child or youth in age or developmentally appropriate activities.

16. Contractor shall ensure that each foster parent or caregiver authorized to apply the reasonable and prudent parent standard receives sufficient, ongoing training to continue to use and apply the reasonable and prudent parent standard for each child or youth placed in the foster home or facility.

#### SECTION V: COUNTY SHALL:

1. Determine eligibility of the children under this Agreement for placement and medical coverage. Medicaid rules and regulations shall govern determination of Medicaid eligibility.
2. Assess and collect fees in accordance with the rules and regulations of the Colorado Department of Human Services.
3. Reimburse Contractor by the 15th of the following month in accordance with fiscal system time frames for services purchased under this Agreement in accordance with the established rate when billing is submitted as described in Section IV, Number 10 (above).
4. Abide by all the rules and regulations of the Colorado Department of Human Services, federal rules and regulations and the laws of the State of Colorado, any of which may be amended from time to time.
5. If this agreement covers an initial placement for a child, the Contractor may receive a clothing allowance in accordance with State Department rules.
6. Monitor children's progress in accordance with the treatment/family services plan and the requirements of Colorado Department of Human Services rules and provide consultation to Contractor in relation to the services purchased under this Agreement.
7. Invite Contractor to Administrative Reviews at least 2 weeks prior to the scheduled review.
8. Involve Contractor in planning for the child and give the Contractor a copy of the Family Services Plan at time of placement or as soon as completed and when updated or revised.
9. The County shall seek recovery from the RCCF, CPA or other contractor type for any non-Medicaid payment amounts that have been misused as defined in rules. The County may withhold subsequent payments to recover any funds misused by the RCCF, CPA or





other contractor type. The County shall seek recovery of any remaining funds as a debt due the County for the benefit of the state. The RCCF or CPA may appeal the decision to recover or withhold subsequent payments as defined in rules.

10. The County shall identify the amount agreed upon with the Contractor to be paid to the foster parent for the child's room and board. Such amount will be the same as shown in Trails for the child's maintenance.

11. Reimbursement rates that are negotiated between the County and the Contractor shall be for allowable costs in one or more of four primary components: child maintenance, administrative services, administrative maintenance, and treatment. Contractor type will determine which of these four components will be included in the reimbursement rate.

12. The County shall provide the Contractor with a copy of the policy that identifies activities that providers trained in the reasonable and prudent parent standard may approve, and identifies activities that require County department approval.

13. The County shall require that the person(s) authorized to apply the reasonable and prudent parent standard, including each foster parent, will complete State training specific to the reasonable and prudent parent standard and will receive ongoing training as necessary in order., to meet the needs of each child or youth, and to use and apply the reasonable and prudent parent standard.

#### SECTION VI: GENERAL PROVISIONS:

1. The Parties to this Agreement intend that the relationship between them, contemplated by this Agreement is that of employer— independent contractor. No agent, employee, or servant of Contractor shall be deemed to be an employee, agent, or servant of the County. Contractor will be solely and entirely responsible for its acts or of any agent, employee, servants and sub-contractors during the performance of this Agreement.

2. Payment pursuant to this Agreement, if in State of Colorado, county, or federal funds, whether in whole or in part, is subject to and contingent upon the continuing availability of State of Colorado, county, and federal funds for the purpose thereof.

3. It is agreed that if, after investigation, it is shown that reasonable care was given to guard and protect personal items brought to Contractor by the children, Contractor will be released from responsibility for loss or damage to such personal items.

4. This Agreement is intended to be applied in conjunction with the child specific addendum and family services plan as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion or other amendment hereto shall have any force or affect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied as a part of this written Agreement. This section shall



not be construed as either prohibiting the periodic amending of the family services plan or appending a county designed addendum to this agreement.

5. The contract shall permit the State Department to monitor service program, fiscal and other records sufficiently to assure the purchase of services in this Agreement are carried out for the benefit of the aforementioned client. Monitoring may occur through review of program reports, on-site visits where applicable and other contracts as deemed necessary. The Contractor understands that the State Department may provide consultation to Contractor to assure satisfactory performance in the provision of purchased services under this Agreement.

A. All reimbursement requests shall be submitted to and approved by the appropriate County staff. Reimbursement for placement services shall be paid from the date of admission up to, but not including, the day of discharge. Furthermore, Medicaid payments for PRTF and CHRP placements are permitted on the day of discharge in compliance with regulations promulgated by the Colorado Department of Health Care Policy and Finance. Fee for Service will be reimbursed as per Medicaid regulations. Medicaid funds shall not be limited to funds encumbered in this contract and shall also include Medicaid funds for PRTF and RCCF therapeutic services and CHRP services paid by the Department of Health Care Policy and Financing. Payment for placement services will not be provided for clients on “runaway” status unless the County has previously approved it. Reimbursement requests for therapy costs for clients enrolled in PRTF, RCCF, and CHRP programs shall be submitted to the Medicaid Fiscal Agent in accordance with instructions provided by such Fiscal Agent. The Contractor shall forward copies of such billings to the County on a monthly basis.

In the event that a Contractor receives payment for a per diem discharge day, regardless of funding source, the Contractor shall refund those dollars forthwith.

B. The purpose of these requirements is to provide minimum assurance that the Contractor has adequate accounting and budgeting information available to allow management to maintain a financially viable enterprise and to demonstrate financial accountability to the county departments of human/social services and Colorado Department of Human Services for the use of public funds.

(1) The Contractor must have in place a double entry accounting system and all financial transactions must be posted to this system. Financial statements, prepared from information provided by this system, shall be presented in conformity with U.S. generally accepted accounting principles (GAAP). The Contractor must also have adequate time keeping and cost allocation systems to allocate salary cost and indirect cost to appropriate cost centers. Books and records of the Contractor shall be subject, at any reasonable time, to inspection,



audit or copying by appropriate Federal, State or county personnel, or such independent auditors or accountants as may be designated by these personnel.

(2) All billing by the contractor must be in a format approved by the fiscal agent or county. Contractors must bill the fiscal agent and county at least once a month. Contractors may bill twice a month, on the 15th and last day of the month, for services rendered. Bills will be returned unpaid if the bills do not conform to the approved format or the documentation is inadequate.

(3) All Contractors whose total annual expenditures are \$100,000 or more shall submit an annual audit of their financial statements by an independent certified public accountant. Contractors with total annual expenditures less than \$100,000 may submit an audit as described above or may submit compiled or reviewed financial statements, prepared in accordance with generally accepted accounting principles. If the Contractor is a government agency that has an independent audit done by another agency of that government, its audited financial statements, prepared in accordance with generally accepted accounting principles for state and local governments meet this requirement. The audited, compiled or reviewed financial statements of PRTFs, RCCFs, and CPAs must be completed and a copy provided to the Colorado Department of Human Services (Attn: Administrator for PRTFs, and RCCFs and Attn: Audit Division Director for CPAs) within 180 days after the contractor's fiscal year end. The audited financial statements and supplementary information defined in regulation for various agencies shall be presented as described in Section VI, B (1), above and must contain sufficient detail to provide evidence of financial accountability under the terms of this contract and controlling state regulations. Contractors that are a subsidiary of a parent organization must submit separate financial statements for the subsidiary that detail each of the Contractor's facilities and/or programs that provide services for the Colorado Department of Human Services and also must provide a reconciliation of these financial statements to the consolidated financial statements of the organization as a whole. When applicable, the Contractor must comply with the audit requirements found in the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996 and U. S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations including subsequent revisions, and appropriate audit and financial reporting requirements as defined in State laws, rules, and regulations.

(4) If Contractors do not submit their annual audit or refuse to disclose financial information regarding the operation of the program in a timely manner, the Fiscal Agent may withhold payment until the audit and/or requested information is submitted. If the contractor is a CPA, then sanctions of the contractor may occur for failure to submit.



(5) In cases where documentation does not exist to support audit information or services provided, contractor will be required to repay all funds received for which documentation does not exist.

(6) In cases where audit deficiencies are noted, a plan of corrective action shall be submitted to the State Department's Audit Division for approval within 4 months of the date of the audit.

(7) Failure to comply with any of these requirements, including items on the addendum is justification for the County to impose fiscal sanctions, penalties, or cancel the contract.

6. In the event this contract is terminated, final payment to the Contractor may be withheld at the discretion of the County until final audit. Incorrect payments to the Contractor due to omission, error, fraud, or misuse of funds shall be recovered from the Contractor either by deduction from subsequent payments under this contract or other contracts between the County and the Contractor or by the County, as a debt due to both the State of Colorado, the Colorado Department of Human Services and the County. The waiver of any violation shall not be construed as a waiver of any other or subsequent violation of this contract or appropriate statutes and regulations.

WHEREFORE, the parties have herein set their hands and affixed their seals the day and date first written above.

COUNTY

Boulder County Department of  
Housing and Human Services  
County Department of Social/Human  
Services

3400 Broadway  
Address

Boulder, CO 80304  
City, State                      Zip

CONTRACTOR

Attention Homes Chase House  
Name

1443 Spruce Street  
Address

Boulder, CO 80302  
City, State                      Zip

Board of County Commissioners, Chair

Name:

Date:

Director's (or designee's) Signature

Name:

Date:



**ADDENDUM TO AGREEMENT TO PURCHASE OUT-OF-HOME PLACEMENT SERVICES SS23A**

This addendum to Agreement to Purchase Out-Of-Home Placement Services SS23A (the “Addendum”) is attached and incorporated into the Agreement dated July 1, 2019 between Attention, Inc. (Attention Homes Chase House) (the “Contractor”) and 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, (the “County”) (each, a “Party” and, collectively, the “Parties”).

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

a. Commercial General Liability.

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

b. Automobile Liability.

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

c. Workers' Compensation and Employer's Liability.

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

d. Umbrella / Excess Insurance

Umbrella/Excess Liability insurance in the amount \$1,000,000.00, following form.

e. 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 Agreement; 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 Agreement is completed.

f. Sexual Molestation and Physical Abuse.

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 clients with Boulder County: \$100,000

- Contractors with 6-10 clients: \$250,000
- Contractors with 11-15 clients: \$500,000
- Contractors with 16 or more clients: \$1,000,000

g. Commercial Crime Insurance / Third Party Fidelity Bond

The Crime limit shall be \$5,000 Per Loss and include an endorsement for “Employee Theft of Client Property”. This third party coverage can also be provided by obtaining a third party fidelity bond.

h. Privacy / Cyber Liability Insurance (HIPAA Compliance)

As a provider of a service which *may* require the knowledge and retention of HIPPA sensitive personal information of clients served, the following minimum insurance limits are required:

- Contractors with 10 or fewer clients: \$50,000
- Contractors with 11 – 25 clients: \$500,000
- Contractors with more than 25 clients: \$1,000,000

The Contractor shall provide a Certificate of Insurance to Boulder County demonstrating that the insurance requirements have been met prior to the commencement of Work under this Agreement. Boulder County and the State of Colorado shall be named as additional insureds for General Liability, as designated in the contract. Additional insured shall be endorsed to the policy.

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

Contractor shall forward certificates of insurance directly to:

Boulder County  
 Attn: HHS Contract Manager  
 P.O. Box 471  
 Boulder, CO 80306  
[HHScontracts@bouldercounty.org](mailto:HHScontracts@bouldercounty.org)

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

Please forward certificates to the county representative named above.

2. Notices: For purposes of any notices required to be provided, all such notices shall be in writing, and shall be either sent by Certified U.S. Mail - Return Receipt Requested, Electronic Mail, or hand-delivered to the following representatives of the Parties at the following addresses:

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

For the Contractor: Chris Nelson, Executive Director  
1443 Spruce Street  
Boulder, CO 80302  
cnelson@attentionhomes.org

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

4. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this Agreement. Any claim relating to this Agreement 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.

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

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

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

8. Conflict of Provisions: In the event of any conflict between the terms of this Addendum and the terms of the Agreement or any other addenda (Child Specific Addendum) the following order of priority will apply:

- a. Addendum to Agreement to Purchase Out-Of-Home Placement Services SS23A;
- b. Agreement to Purchase Out-Of-Home Placement Services SS23A with Contractor; and

c. Any Child Specific Addenda in conjunction with this Agreement.

9. Governmental Immunity: Nothing in this Agreement 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.

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

11. 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 Agreement and further certifies that it will confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement 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 Agreement; (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 Agreement; (iii) has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement 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 Agreement 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 Agreement 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 Agreement, entitling the County to terminate the contract for breach. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the County.

12. 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 Agreement 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 Agreement, Contractor will provide written notice to the County within three (3) days after such event.

13. 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 Agreement.

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 Agreement (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 Agreement.

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 Agreement 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 Agreement. 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 Agreement, 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 Agreement.

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 Agreement 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.