

EXHIBIT A
SAMPLE AGREEMENT

CHILD PROTECTION AGREEMENT FOR SERVICES
BETWEEN THE WELD COUNTY DEPARTMENT OF HUMAN SERVICES
AND

This Agreement, made and entered into the ____ day of _____, 201_, by and between the Board of Weld County Commissioners, on behalf of the Weld County Department of Human Services, hereinafter referred to as the "Department" and «Contractor», hereinafter referred to as the "Contractor".

The parties to this Agreement understand and agree that the provisions of this Agreement specifically include the following documents: Exhibit A, Weld County's Request for Proposal, Exhibit B, Contractor's Proposal, Exhibit C, Scope of Services, and Exhibit D, Payment Schedule. Each of these documents is attached hereto and incorporated herein by this reference.

WITNESSETH

WHEREAS, required approval, clearance, and coordination have been accomplished from and with appropriate agencies; and

WHEREAS, the Colorado Department of Human Services has provided _____ funding to the Department for _____.

NOW THEREFORE, in consideration of the premises, the parties hereto covenant and agree as follows:

1. Term

This agreement shall become effective on _____, upon proper execution of this Agreement and shall expire _____, unless sooner terminated as provided herein. The agreement is for a period of three years. However, the agreement must be renewed by both parties, in writing, on an annual basis.

2. Scope of Services

Services shall be provided by the Contractor to any person(s) eligible for services in compliance with Exhibit B, Contractor's Proposal and Exhibit C, Scope of Services.

3. Referrals, Billing and Tracking

a. Contractor understands and will comply with all aspects of the referral authorization, billing and tracking requirements as set forth by the Department. Failure to comply with all aspects may result in a forfeiture of payment.

b. Contractor agrees to receive referrals for services through e-mail and will provide an identified e-mail address prior to the start of this Agreement. Contractor acknowledges that services are not authorized until the Contractor has received an authorized referral form from the Department. Contractor further acknowledges that services provided prior to the authorized start date or outside the scope of services on the referral form will not be eligible for reimbursement.

Contractor acknowledges that any and all modifications to an existing referral must be approved through the Department's Resource Manager, Child Welfare Contract and Services Coordinator, or through a Team Decision Making (TDM) meeting or Family Team Meeting (FTM). No other Department staff or other party to the case may authorize services or modifications to services.

c. Contractor agrees to submit an itemized complete billing statement by the 7th of the month, following the month of service, utilizing billing forms required by the Department.

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d. Contractor agrees to submit a monthly report with the billing statement by the 7th of the month following the month of service for each client receiving ongoing services. One-time services will be verified through receipt of the completed product (ex. psychological evaluation, substance abuse evaluation). Verification of Monitored Sobriety Services will be the test result.

Contractor will document in detail any and all observed or verbalized concerns regarding any child whom the Contractor is working with under the Agreement. Areas of concern may include, but are not limited to, any physical, emotional, educational or behavioral issues. Areas of concern should be reported immediately to the caseworker AND on the required monthly report.

Monthly reports will be submitted through the Department's online reporting system, unless otherwise directed or agreed to by the Department.

4. Payment

a. The Department and the Contractor agree that all benefits from private insurance and/or other funding sources such as Medicaid (if Contractor is a Medicaid eligible provider) or Victim's Compensation must be exhausted before Core Services or other Department funds can be accessed for services.

b. Payment shall be made in accordance with Exhibit A, Weld County's Request for Proposal, Exhibit B, Contractor's Proposal, Exhibit C, Scope of Services, and Exhibit D, Payment Schedule, attached hereto and incorporated herein by reference, so long as services are rendered satisfactorily and in accordance with the Agreement.

c. Payment pursuant to this Agreement, whether in whole or in part, is subject to, and contingent upon, the continuing availability of said funds for the purposes hereof.

d. The Department may withhold reimbursement if Contractor has failed to comply with any part of the Agreement, including the Financial Management requirements, program objectives, contractual terms, or reporting requirements. In the event of forfeiture of reimbursement, Contractor may appeal such circumstance in writing to the Director of Human Services. The decision of the Director of Human Services shall be final.

5. Financial Management

At all times from the effective date of the Agreement until completion of the Agreement, Contractor shall comply with the administrative requirements, cost principles and other requirements set forth in the Financial Management Manual adopted by the State of Colorado. The required annual audit of all funds expended under this Agreement must conform to the Single Audit Act of 1984 and OMG Circular A-133.

6. Payment Method

Unless otherwise provided in Exhibit B, Contractor's Proposal, Exhibit C, Scope of Services, and Exhibit D, Payment Schedule:

a. If services are funded through Core Services, Contractor agrees to accept reimbursement through ACH direct deposit one time per month.

b. If Contractor is not currently set up with the State of Colorado to accept direct deposit, Contractor agrees to complete and submit an ACH Form for Colorado Providers, which will be provided by the Department. Contractor is solely responsible to submit the ACH Form to the State of

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Colorado per the directions on the form. Failure to complete and submit this form in a timely and accurate manner may result in a delay of payment.

c. Contractor agrees to accept payment through county warrant when funding source does not allow for direct deposit.

7. Compliance with Applicable Laws

a. At all times during the performance of this Agreement, Contractor will strictly adhere to all applicable Federal and State laws, order, and applicable standards, regulations, interpretations and/or guidelines issued pursuant thereto. This includes protection of the confidentiality of all applicant/recipient records, papers, documents, tapes and any other materials that have been or may hereafter be established which relate to the Agreement. Contractor shall abide by all applicable laws and regulations, including, but not limited to the following:

- Title VI of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000d-1 Title VI of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000d-1 et. seq. and its implementing regulation, 45 C.F.R. Part 80 et. seq.; and
- all provisions of the Civil Rights Act of 1986 so that no person shall, on the grounds of race, creed, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the approved Agreement.
- Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, and its implementing regulations, 45 C.F.R. Part 84; and
- the Age Discrimination Act of 1975, 42 U.S.C. Section 6101 et. seq. and its implementation regulations, 45 C.F.R. Part 91; and
- Title VII of the Civil Rights Act of 1964; and
- the Age Discrimination in Employment Act of 1967; and
- the Equal Pay Act of 1963; and
- the Education Amendments of 1972; and
- Immigration Reform and Control Act of 1986, P.L. 99-603, 42 C.F.R. Part 2; and
- all regulations applicable to these laws prohibiting discrimination because of race, color, national origin, sex, religion, and handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions covered under Section 504 of the Rehabilitation Act of 1973, as amended, cited above. If necessary, Contractor and the Department will resist in judicial proceedings any efforts to obtain access to client records except as permitted by 42 C.F.R. Part 2. 45 C.F.R. Part 74, Appendix G 9, which requires that affirmative steps be taken to assure that small and minority businesses are utilized, when possible, as sources of supplies, equipment, construction and services. This assurance is given in consideration of and for the purpose of obtaining any all Federal and/or State financial assistance.
- Colorado Revised Statute (C.R.S.) 26-6-104, requiring criminal background record checks for all employees, contractors and sub-contractors.

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b. Contractor is further charged with the knowledge that any person who feels that s/he has been discriminated against has the right to file a complaint either with the Colorado Department of Human Services or with the United States Department of Health and Human Services, Office for Civil Rights.

c. Contractor assures that it will fully comply with all other applicable Federal and State laws which may govern the ability of the Department to comply with the relevant funding requirements. Contractor understands the source of funds to be accessed under the Agreement is Core Services.

d. Contractor assures and certifies that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by a Federal or State department or agency; and
- have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in this certification; and
- have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

e. **Public Contracts for Services C.R.S. §8-17.5-101.** Contract Professional certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract. Contract Professional will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify program or the State of Colorado program established pursuant to C.R.S. §8-17.5-102(5)(c). Contract Professional shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify with Contract Professional that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contract Professional shall not use E-Verify Program or State of Colorado program procedures to undertake pre-employment screening or job applicants while this Agreement is being performed. If Contract Professional obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien Contract Professional shall notify the subcontractor and County within three (3) days that Contract Professional has actual knowledge that a subcontractor is employing or contracting with an illegal alien and shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving notice. Contract Professional shall not terminate the contract if within three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Contract Professional shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contract Professional participates in the State of Colorado program, Contract Professional shall, within twenty days after hiring a new employee to perform work under the contract, affirm that Contract Professional has examined the legal work status of such employee, retained file copies of the documents, and not altered or falsified the identification documents for such employees. Contract Professional shall deliver to County, a written notarized affirmation that it has examined the legal work status of such employee,

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and shall comply with all of the other requirements of the State of Colorado program. If Contract Professional fails to comply with any requirement of this provision or of C.R.S. §8-17.5-101 et seq., County, may terminate this Agreement for breach, and if so terminated, Contract Professional shall be liable for actual and consequential damages.

f. Except where exempted by federal law and except as provided in C.R.S. § 24-76.5-103(3), if Contract Professional receives federal or state funds under the contract, Contract Professional must confirm that any individual natural person eighteen (18) years of age or older is lawfully present in the United States pursuant to C.R.S. § 24-76.5-103(4), if such individual applies for public benefits provided under the contract. If Contract Professional operates as a sole proprietor, it hereby swears or affirms under penalty of perjury that it: (a) is a citizen of the United States or is otherwise lawfully present in the United States pursuant to federal law, (b) shall produce one of the forms of identification required by C.R.S. § 24-76.5-101, et seq., and (c) shall produce one of the forms of identification required by C.R.S. § 24-76.5-103 prior to the effective date of the contract.

8. Compliance with Child and Family Services Review

The Child and Family Services Review (CFSR) examines child welfare service outcomes in three areas; Safety, Permanency and Well Being of families. For each outcome, data and performance indicators measure each state's performance according to national standards and monitor progress over time. Following the review, a Program Improvement Plan (PIP) will be implemented for the state to enhance services to families.

Contractor agrees to continually strive for positive outcomes in the areas of Safety, Permanency and Well Being. Contractor will ensure that any employee or subcontractor of Contractor providing services under this Agreement will work towards positive outcomes in the aforementioned three areas as outlined under the Child and Family Services Review (CFSR), and will address the aforementioned three areas when completing monthly reports as required by Paragraph 3(d) of this Agreement.

9. Insurance Requirements

Contractor and Department agree that Weld County, the Board of County Commissioners of Weld County, its officers and employees, shall not be held liable for injuries or damages caused by any negligent acts or omissions of the Contractor, its subcontractor, or their employees, volunteers, or agents while performing duties described in this Agreement. Contractor shall indemnify, defend and hold harmless Weld County, the Board of County Commissioners of Weld County, its employees, volunteers and agents.

Contractor shall provide the liability insurances (including professional liability insurances where necessary) and worker's compensation insurances for all its employees, volunteers, and agents engaged in the performance of this Agreement which are required under Weld County's Request for Proposal, and required by the Colorado Worker's Compensation Act. Contractor shall provide the Department with the acceptable evidence that such coverage is in effect within seven (7) days of the date of this Agreement.

At a minimum, Contractor shall procure, either personally or through its employer as applicable to the Contractor's business, at its own expense, and maintain for the duration of the work, the following insurance coverage. Weld County, State of Colorado, by and through the Board of County Commissioners of Weld County, its employees and agents, shall be named as additional named insured on the insurance, where permissible the insurance provider.

a. General Requirements: Contractors/Contract Professionals must secure, at or before the time of execution of any agreement or commencement of any work, the following insurance covering all operations, goods or services provided pursuant to this request. Contractors/Contract Professionals shall keep the required insurance coverage in force at all times during the term of

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the Agreement, or any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A"VIII or better. Each policy shall contain a valid provision or endorsement stating "Should any of the above-described policies be canceled or should any coverage be reduced before the expiration date thereof, the issuing company shall send written notice to the Weld County Director of General Services by certified mail, return receipt requested. Such written notice shall be sent thirty (30) days prior to such cancellation or reduction unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If any policy is in excess of a deductible or self-insured retention, County must be notified by the Contractor/Contract Professional. Contractor/Contract Professional shall be responsible for the payment of any deductible or self-insured retention. County reserves the right to require Contractor/Contract Professional to provide a bond, at no cost to County, in the amount of the deductible or self-insured retention to guarantee payment of claims. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not decrease or limit the liability of Contractor/Contract Professional. Contractor/Contract Professional shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

b. Types of Insurance: Contractor/Contract Professional shall obtain, and maintain at all times during the term of any Agreement, insurance in the following kinds and amounts:

i. Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of Contractor's Contract Professional's employees acting within the course and scope of their employment. If Contractor is an Independent Contractor, as defined by the Colorado Worker's Compensation Act, this requirement shall not apply. Contractor must submit to the Department a Declaration of Independent Contractor Status Form prior to the start of this agreement.

ii. Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent Contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- \$1,000,000 each occurrence;
- \$2,000,000 general aggregate;
- \$50,000 any one fire; and
- \$500,000 errors and omissions.

iii. Automobile Liability: Contractor/Contract Professional shall maintain limits of \$1,000,000 for bodily injury per person, \$1,000,000 for bodily injury for each accident, and \$1,000,000 for property damage applicable to all vehicles operating both on County property and elsewhere.

iv. Additional Provisions: Policies for all general liability, excess/umbrella liability, liquor liability and pollution liability must provide the following:

- If any aggregate limit is reduced by twenty-five percent (25%) or more by paid or reserved claims, Contractor shall notify County within ten (10) days and reinstate the aggregates required;
- Unlimited defense costs in excess of policy limits;
- Contractual liability covering the indemnification provisions of this Agreement;

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- A severability of interests provision;
- Waiver of exclusion for lawsuits by one insured against another;
- A provision that coverage is primary; and
- A provision that coverage is non-contributory with other coverage or self-insurance provided by County.

v. For all general liability, excess/umbrella liability, liquor liability, pollution liability and professional liability policies, if the policy is a claims-made policy, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to County, whichever is earlier.

c. Contractors/Contract Professionals shall secure and deliver to County's Risk Administrator ("Administrator") at or before the time of execution of this Agreement, and shall keep in force at all times during the term of the Agreement as the same may be extended as herein provided, a commercial general liability insurance policy, including public liability and property damage, in form and company acceptable to and approved by said Administrator, covering all operations hereunder set forth in the related Bid or Request for Proposal.

d. Proof of Insurance: Contractor/Contract Professional shall provide a copy of this information to its insurance agent or broker, and shall have its agent or broker provide proof of Contractor/Contract Professional's required insurance. County reserves the right to require Contractor/Contract Professional to provide a certificate of insurance, a policy, or other proof of insurance as required by the County's Risk Administrator in his sole discretion.

e. Additional Insureds: For general liability, excess/umbrella liability, pollution legal liability, liquor liability, and inland marine, Contractor/Contract Professional's insurer shall name County as an additional insured as follows

f. Waiver of Subrogation: For all coverages, Contractor/Contract Professional's insurer shall waive subrogation rights against County.

g. Subcontractors: All subcontractors, subcontractors, independent contractors, sub-vendors, suppliers or other entities providing goods or services required by this Agreement shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Contractor/Contract Professional. Contractor/Contract Professional shall include all such subcontractors, independent contractors, sub-vendors suppliers or other entities as insureds under its policies or shall ensure that all subcontractors maintain the required coverages. Contractor/Contract Professional agrees to provide proof of insurance for all such subcontractors, independent contractors, sub-vendors suppliers or other entities upon request by the County.

A provider of Professional Services (as defined in the Bid or RFP) shall provide the following coverage:

Professional Liability: Contract Professional shall maintain limits of \$1,000,000 for each claim, and \$2,000,000 aggregate limit for all claims.

10. Certification

Contractor certifies that, at the time of entering into this Agreement, it has currently in effect all necessary licenses, approvals, insurance, etc., required to properly provide the services and/or supplies covered by this Agreement. Copies of all necessary licenses shall be provided to the Department by the Contractor prior to the start of any Agreement.

11. Training

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Contractor may be required to attend training that the request of the Department specific to services provided under this Agreement. The Department will not compensate the Contractor for said training in the form of registration fees, time spent traveling to and from training, attending the training or any other associated costs unless otherwise agreed to by the Department.

12. Subpoenas

Contractor will, on behalf of its employees and/or officers, accept any subpoena for testimony from the Weld County Attorney's Office by e-mail and will return a waiver of services within 72 business hours. For this purpose, Contractor will designate an e-mail address prior to the start of this Agreement. If the Contractor receives a subpoena via e-mail but will only accept personal service, the Contractor will contact the Weld County Attorney's Office immediately at 970-352-1551, x6503, and advise that the subpoena must be personally served.

13. Monitoring and Evaluation

Contractor and the Department agree that monitoring and evaluation of the performance of this Agreement shall be conducted by the Contractor and the Department. The results of the monitoring and evaluation shall be provided to the Board of Weld County Commissioners, the Department and the Contractor.

Contractor shall permit the Department, and any other duly authorized agent or governmental agency, to monitor all activities conducted by the Contractor pursuant to the terms of this Agreement. As the monitoring agency may in its sole discretion deem necessary or appropriate, such program data, special analyses, on-site checking, formal audit examinations, or any other reasonable procedures. All such monitoring shall be performed in a manner that will not unduly interfere with the work conducted under this Agreement.

14. Modification of Agreement

All modifications to this Agreement shall be in writing and signed by both parties.

15. Remedies

The Director of Human Services or designee may exercise the following remedial actions should s/he find the Contractor substantially failed to satisfy the scope of work found in this Agreement. Substantial failure to satisfy the scope of work shall be defined to mean incorrect or improper activities or inaction by the Contractor. These remedial actions are as follows:

- Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed.
- Deny payment or recover reimbursement for those services or deliverables, which have not been performed and which due to circumstances caused by the Contractor cannot be performed or if performed would be of no value to the Department. Denial of the amount of payment shall be reasonably related to the amount of work or deliverables lost to the Department.
- Incorrect payment to the Contractor due to omission, error, fraud, and/or defalcation shall be recovered from Contractor by deduction from subsequent payments under this Agreement or other agreements between the Department and Contractor, or by the Department as a debt due to the Department or otherwise as provided by law.

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16. Representatives

For the purpose of this Agreement, the individuals identified below are hereby designated representatives of the respective parties. Either party may from time to time designate in writing a new or substitute representative(s).

For Department:
Heather Walker, Administrator

For Contractor:
CONTRACTOR, TITLE

17. Notice

All notices required to be given by the parties hereunder shall be given by certified or registered mail to the individuals at the addresses set forth below. Either party may from time to time designate in writing a substitute person(s) or address to whom such notices shall be sent.

For Department:
Judy A. Griego, Director
P.O. Box A
Greeley, CO 80632
(970) 352-1551

For Contractor:

18. Litigation

Contractor shall promptly notify the Department in the event that Contractor learns of any actual litigation in which it is a party defendant in a case that involves services provided under this Agreement. Contractor, within five (5) calendar days after being served with a summons, complaint, or other pleading which has been filed in any Federal or State court or administrative agency, shall deliver copies of such document(s) to the Director of Human Services. The term "litigation" includes an assignment for the benefit of creditors, and filings of bankruptcy, reorganization and/or foreclosure.

19. Termination

This Agreement may be terminated at any time by either party giving thirty (30) days written notice to the individuals identified in paragraph 18. No portion of this Agreement shall be deemed to create an obligation on the part of the County of Weld, State of Colorado, to expend funds not otherwise appropriated in each succeeding year, as this Agreement is subject to the availability of funding. Therefore, the Department may terminate this Agreement at any time if the source of funding for the services made available to the Contractor is no longer available to the Department, or for any other reason. Contractor reserves the right to suspend services to clients if funding is no longer available.

20. No Third Party Beneficiary Enforcement

It is expressly understood and agreed that 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 undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

21. Governmental Immunity

No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of

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any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act of §§24-10-101 et. seq., as applicable now or hereafter amended.

22. Partial Invalidity of Agreement

If any section, subsection, paragraph, sentence, clause, or phrase of this Agreement is for any reason held or decided to be unconstitutional, such decision shall not affect the validity of the remaining portions. The parties hereto declare that they would have entered into this Agreement and each and every section, subsection, paragraph, sentence, clause, and phrase thereof irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, or phrases might be declared to be unconstitutional or invalid.

23. Improprieties/Conflict of Interest

No officer, member or employee of Weld County and no member of their governing bodies shall have any pecuniary interest, direct or indirect, in the approved Agreement or the proceeds thereof.

The Appearance of Conflict of Interest applies to the relationship of a Contractor with the Department when the Contractor also maintains a relationship with a third party and the two relationships are in opposition. In order to create the appearance of a conflict of interest, it is not necessary for the Contractor to gain from knowledge of these opposing interests. It is only necessary that the Contractor know that the two relationships are in opposition. During the term of the Agreement, Contractor shall not enter into any third party relationship that gives the appearance of creating a conflict of interest. Upon learning of an existing appearance of a conflict of interest situation, Contractor shall submit to the Department, a full disclosure statement setting forth the details that create the appearance of a conflict of interest. Failure to promptly submit a disclosure statement required by this paragraph shall constitute grounds for the Department's termination, for cause, of its Agreement with the Contractor.

Contractor certifies that Federal appropriated funds have not been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of an Federal contract, loan, grant, or cooperative agreement.

24. Storage, Availability and Retention of Records

Contractor agrees that authorized local, Federal, and State auditors and representatives shall, during business hours, have access to inspect and copy records, and shall be allowed to monitor and review through on-site visits, all activities related to this Agreement, supported with funds under this Agreement, to ensure compliance with the terms of this Agreement. Contracting parties agree that monitoring and evaluation of the performance of the Agreement shall be conducted by appropriate funding sources. The results of the monitoring and evaluation activities shall be provided to the appropriate and interested parties.

All such records, documents, communications, and other materials created pursuant or related to this Agreement shall be maintained by the Contractor in a central location and shall be made available to the Department upon its request, for a period of seven (7) years from the date of final payment under this Agreement, or for such further period as may be necessary to resolve any matters which may be pending, or until an audit has been completed with the following qualifications: If an audit by or on behalf of the Federal and/or State government has begun but is not completed at the end of the seven (7) year period, or if audit findings have not been resolved after a seven (7) period, the materials shall be retained until the resolution of the audit finding.

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25. Confidentiality of Records

Contractor shall protect the confidentiality of all applicant records and other materials that are maintained in accordance with this Agreement except for purposes directly connected with the administration of Child Protection. No information about or obtained from any applicant/recipient in possession of Contractor shall be disclosed in a form identifiable with the applicant/recipient or a minor's parent or guardian unless in accordance with the Contractor's written policy governing access to, duplication and dissemination of, all such information, in any form, including social networks. Contractor shall advise its employees, agents, and subcontractor, if any, that they are subject to these confidentiality requirements.

Contractor shall provide its employees, agents, and subcontractors, if any, with a copy or written explanation of these confidentiality requirements before access to confidential data is permitted. Contractor shall have its employees, agents, and subcontractors, if any, sign a written confidentiality agreement and shall provide a copy of such agreement to the Department, if requested.

26. Proprietary Information

Proprietary information for the purposes of this Agreement is information relating to a party's research, development, trade secrets, business affairs, internal operations and management procedures and those of its customers, clients or affiliates, but does not include information (1) lawfully obtained from third parties, (2) that which is in the public domain, or (3) that which is developed independently. Neither party shall use or disclose directly or indirectly without prior written authorization any proprietary information concerning the other party obtained as a result of this Agreement. Any proprietary information removed from the Department's site by the Contractor in the course of providing services under this Agreement will be accorded at least the same precautions as are employed by the Contractor for similar information in the course of its own business.

27. Independence of Contractor: Not an Employee of Weld County

Contract Professional agrees that it is an independent Contract Professional and that Contract Professional's officers, agents or employees will not become employees of County, nor entitled to any employee benefits from County as a result of the execution of this Agreement. Contract Professional shall perform its duties hereunder as an independent Contract Professional. Contract Professional shall be solely responsible for its acts and those of its agents and employees for all acts performed pursuant to this Agreement. Contract Professional, its employees and agents are not entitled to unemployment insurance or workers' compensation benefits through County and County shall not pay for or otherwise provide such coverage for Contract Professional or any of its agents or employees. Unemployment insurance benefits will be available to Contract Professional and its employees and agents only if such coverage is made available by Contract Professional or a third party. Contract Professional shall pay when due all applicable employment taxes and income taxes and local head taxes (if applicable) incurred pursuant to this Agreement. Contract Professional shall not have authorization, express or implied, to bind County to any agreement, liability or understanding, except as expressly set forth in this Agreement. Contract Professional shall have the following responsibilities with regard to workers' compensation and unemployment compensation insurance matters: (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law (and as set forth in Exhibit _____ provide proof thereof when requested to do so by County.

28. Entire Agreement

This Agreement, together with all attachments hereto, constitutes the entire understanding between the parties with respect to the subject matter hereof, and may not be changed or modified except as state in

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Paragraph 14 herein. This Agreement shall be binding upon the parties hereto, their successors, heirs, legal representatives, and assigns. The Contractor and the Department may not assign any of its rights or obligations hereunder without the prior consent of both parties.

29. Agreement Nonexclusive

This Agreement does not guarantee any work nor does it create an exclusive agreement for services.

30. Warranty

The Contractor warrants that services performed under this Agreement will be performed in a manner consistent with the professional standards governing such services and the provisions of this Agreement. The Contractor shall faithfully perform the work in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent individuals and entities that perform services of a similar nature to those described in this Agreement including Exhibits A, B, C, and D.

31. Acceptance of Services Not a Waiver

Upon completion of the work, the Contractor shall submit to Department originals of all tests and results, reports, etc., generated during completion of this work. Acceptance by Department of reports and incidental material(s) furnished under this Agreement shall not in any way relieve the Contractor of responsibility for the quality and accuracy of the services. In no event shall any action by the Department hereunder constitute or be construed to be a waiver by the Department of any breach of covenant or default which may then exist on the part of the Contractor, and the Department's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the Department with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach. Acceptance by the Department of, or payment for, any services performed under this Agreement shall not be construed as a waiver of any of the Department's rights under this Agreement or under the law generally.

32. Employee Financial Interest/Conflict of Interest. C.R.S. §§24-18-201 et seq. and §24-50-507

The signatories to this Agreement aver that to their knowledge, no employee of Weld County has any personal or beneficial interest whatsoever in the service or property which is the subject matter of this Agreement. The Contractor has no interest and shall not acquire any interest direct or indirect, which would in any manner or degree with the performance of the Contractor's services and the Contractor, shall not employ any person having such known interests. During the term of this Agreement, the Contractor shall not engage in any in any business or personal activities or practices or maintain any relationships which actually conflict with or in any way appear to conflict with the full performance of its obligations under this Agreement. Failure by the Contractor to ensure compliance with this provision may result, in the Department's sole discretion, in immediate termination of this Agreement. No employee of the Contractor nor any member of the Contractor's family shall serve on a County Board, committee or hold any such position which either by rule, practice or action nominates, recommends, supervises Contract Professional's operations, or authorizes funding to the Contractor.

33. Board of County Commissioners of Weld County Approval

This Agreement shall not be valid until it has been approved by the Board of County Commissioners of Weld County, Colorado.

EXHIBIT A
SAMPLE AGREEMENT

34. Choice of Law/Jurisdiction

Colorado law, and rules and regulations established pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules and/or regulations shall be null and void. In the event of a legal dispute between the parties, Contract Professional agrees that the Weld County District Court shall have exclusive jurisdiction to resolve said dispute.

35. Subcontractors

Contract Professional acknowledges that County has entered into this Agreement in reliance upon the particular reputation and expertise of Contract Professional. Contract Professional shall not enter into any subcontractor agreements for the completion of this project without County's prior written consent, which may be withheld in County's sole discretion.

36. Attorneys Fees/Legal Costs

In the event of a dispute between County and Contract Professional, concerning this Agreement, the parties agree that each party shall be responsible for the payment of attorney fees and/or legal costs incurred by or on its own behalf.

37. Ownership

All work and information obtained by Contract Professional under this Agreement or individual work order shall become or remain (as applicable), the property of County. In addition, all reports, documents, data, plans, drawings, records and computer files generated by Contract Professional in relation to this Agreement and all reports, test results and all other tangible materials obtained and/or produced in connection with the performance of this Agreement, whether or not such materials are in completed form, shall at all times be considered the property of the County. Contract Professional shall not make use of such material for purposes other than in connection with this Agreement without prior written approval of County.

38. Interruptions

Neither party to this Agreement shall be liable to the other for delays in delivery or failure to deliver or otherwise to perform any obligation under this Agreement, where such failure is due to any cause beyond its reasonable control, including but not limited to Acts of God, fires, strikes, war, flood, earthquakes or Governmental actions.

39. Severability

If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, this Agreement shall be construed and enforced without such provision, to the extent that this Agreement is then capable of execution within the original intent of the parties.

EXHIBIT A
SAMPLE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have duly executed the Agreement as of the day, month, and year first above written.

ATTEST:
Weld County Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO

BY: _____
Deputy Clerk to the Board

, Chair

APPROVED AS TO FUNDING:

APPROVED AS TO SUBSTANCE:

Controller

Elected Official or Department Head

APPROVED AS TO FORM:

Director of General Services

County Attorney

CONTRACTOR

Contractor, Title