

# INTERGOVERNMENTAL AGREEMENT

DETAILS SUMMARY	
Oracle Contract Number	301597
<b>County Contact Information</b>	
Boulder County Legal Entity	Boulder County
Department	Housing and Human Services
Division/Program	IMPACT Care Management Division
Mailing Address	P.O. Box 471, Boulder, CO 80306
IGA Contact	Rory Thomes, Community Investments Manager rthomes@bouldercounty.org <a href="mailto:HHScontracts@bouldercounty.org">HHScontracts@bouldercounty.org</a>
Invoice Contact	<a href="mailto:HHSaccountingoffice@bouldercounty.org">HHSaccountingoffice@bouldercounty.org</a> and rthomes@bouldercounty.org
<b>Contractor Contact Information</b>	
Contractor Name	City of Longmont: Children, Youth and Families
Address	1050 Lashley St., Longmont, CO 80504
Contact	Christina Pacheco Sims
Contact Email	<a href="mailto:Christina.Sims@longmontcolorado.gov">Christina.Sims@longmontcolorado.gov</a>
<b>IGA Term</b>	
Start Date	January 01, 2022
Expiration Date	December 31, 2022
<b>IGA Amount</b>	
IGA Amount	\$76,290 Not-to-Exceed
<b>Brief Description of Work</b>	
Boulder County Department of Housing and Human Services (BCDHHS) and Contractor seek to provide Boulder County families with children with mild to moderate barriers access to evidence-based parent education programs that teach essential skills and facilitate social connections in order to prevent involvement in higher level interventions within the community and BCDHHS	
<b>IGA Documents</b>	
a. Exhibit A, Scope of Services b. Exhibit B, Payment and Reporting Requirements	
<b>COUNTY INTERNAL USE ONLY</b>	
<b>Purchasing Details</b>	
Bid Process Used	IGA or IDA
COVID-19	No
<b>Additional Notes</b>	
PO	New PO
Chart of Accounts String	

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") 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 the City of Longmont, a Colorado municipal ("Contractor"). County and Contractor are each a "Party," and collectively the "Parties."

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

1. Incorporation into IGA: The **Details Summary** is incorporated into this IGA. The **IGA Documents** are incorporated into this IGA 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 IGA.
2. Work to be Performed: Contractor will provide all labor and equipment and do all tasks necessary and incidental to performing the work as described in the **Details Summary** and **IGA Documents** (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 IGA.
3. Term of IGA: The **IGA Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. All the Work must be performed during the **IGA Term**.
4. Payment for Work Performed: In consideration of the Work performed by Contractor, and subject to conditions contained in this IGA, County will pay an amount not to exceed the **IGA Amount** to Contractor in accordance with the **IGA Documents**.
5. Invoicing: Contractor will promptly provide a copy of its Form W-9 and invoice template to County upon request. Contractor must submit an invoice to the County by the twentieth (20th) day of the month for completion of any Work performed 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 IGA 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 IGA.
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 IGA Term (Additional Time and Work): Upon mutual agreement of the Parties, this IGA may be extended. During any extended **IGA Term**, the terms of this IGA 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 **IGA 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.

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. Liability: Each Party agrees to be responsible for its own actions or omissions, and those of its officers, agents and employees in the performance or failure to perform work under this IGA. By agreeing to this provision, neither Party waives or intends to waive, as to any person not a party to the IGA, the limitations on liability that are provided to the Parties under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

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 **IGA 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 IGA, County may, at its sole discretion, exercise one or more of the following remedies (in addition to any other remedies provided by law or in this Contract), which shall survive expiration or termination of this IGA:

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 IGA 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 IGA 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 IGA 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 IGAs that exceed \$150,000); C.R.S. § 8-17-101 et seq.; C.R.S. § 18-8-301, et seq.; and C.R.S. § 18-8-401, et seq.

21. Public IGAs for Services (C.R.S. §§ 8-17.5-101, et seq.). RESERVED.

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

23. Assignment/Subcontractors: This IGA 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 IGA, Contractor will remain liable to the County for those obligations and will also be responsible for subcontractor's performance under, and compliance with, this IGA.

24. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this IGA. Any claim relating to this IGA 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 IGA will not be deemed to be a waiver of such rights or a waiver of any breach of the IGA. All remedies available to a Party in this IGA are cumulative and in addition to every other remedy provided by law.

26. Severability: If any provision of this IGA becomes inoperable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of

the IGA 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 IGA are reserved to the Parties. Any other person receiving services or benefits under this IGA is an incidental beneficiary only and has no rights under this IGA. 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 IGA and the terms of any of the **IGA Documents**, the terms of the main body of the IGA will control.

30. Governmental Immunity: Nothing in this IGA shall be construed in any way to be a waiver of either party'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 IGA and performance thereof is within Contractor's duly authorized powers;
- b. The individual executing this IGA 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 IGA.

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 IGA, including but not limited to the authority to terminate this IGA.

36. Ownership of Work Product: All work product, property, data, documentation, information or materials conceived, discovered, developed or created by Contractor pursuant to this IGA ("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 IGA or the County in commercial advertising without prior written consent of the County. This provision shall survive expiration or termination of this IGA.

38. Execution by Counterparts; Electronic Signatures: This IGA 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 IGA 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 IGA 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. RESERVED.

40. Sustainability: County encourages Contractor to consider the procurement and use of environmentally preferable products and services while performing services under this IGA. "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. No Suspension or Debarment: Contractor certifies, and warrants for the IGA 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.

44. Insurance: Each Party is a “public entity” under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, and shall always during the terms of this IGA maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. This insurance shall have minimum limits, which shall match or exceed the maximum governmental liability limits set forth in C.R.S. § 24-10-114, as amended.

45. *[For Contracts that require employees of Contractor to routinely perform more than fifteen (15) hours per month of county work in a county building.]* COVID-19 Vaccine Requirement for Certain Contractors of the County: On September 28, 2021, the Boulder County Board of Commissioners adopted a COVID-19 vaccine requirement policy that applies to, as relevant here, all employees of independent contractors of the county that perform county work in a county facility. For purposes of this policy, “perform county work in a county facility” means any employee of an independent contractor that routinely performs more than fifteen (15) hours per month of county work that takes place in a county building. Under the county’s COVID-19 vaccine requirement policy, these individuals are required to receive a COVID-19 vaccine unless a reasonable accommodation based on medical reasons or due to a sincerely held religious belief is requested and approved. The policy requires that, by December 1, 2021, all individuals to which the policy applies must be fully vaccinated and submit proof of vaccination or have an approved reasonable accommodation in place. Therefore, beginning December 1, 2021, any employees of Contractor that perform county work in a county facility must be in compliance with the County’s vaccine requirement policy unless Contractor can show proof that it is in compliance with its own COVID-19 vaccine requirement policy or is required by local, state, or federal law or regulation to be compliant with a COVID-19 vaccine requirement policy. By its execution of this Contract, Contractor hereby acknowledges and attests compliance with this provision. Contractor shall provide proof of compliance with this provision upon County’s request.

**[SIGNATURE PAGE TO FOLLOW]**



In WITNESS WHEREOF the Parties have executed and entered into this IGA as of the latter date indicated below.

**COUNTY OF BOULDER, STATE OF COLORADO**

\_\_\_\_\_  
Director, Boulder County Housing and Human Services      Date

**CONTRACTOR, CITY OF LONGMONT, COLORADO**

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
ASSISTANT CITY ATTORNEY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PROOFREAD

\_\_\_\_\_  
DATE

APPROVED AS TO FORM AND SUBSTANCE:

\_\_\_\_\_  
ORIGINATING DEPARTMENT

\_\_\_\_\_  
DATE

CA File: 21-001534

2022 COL Parent Education IGA

## **EXHIBIT A SCOPE OF SERVICES**

### **1. PROJECT DESCRIPTION**

Boulder County Department of Housing and Human Services (BCDHHS) and Contractor seek to provide Boulder County families with children with mild to moderate barriers access to evidence-based parent education programs that teach essential skills and facilitate social connections in order to prevent involvement in higher level interventions within the community and BCDHHS.

### **2. PERFORMANCE RESPONSIBILITIES**

Contractor will be the lead provider of parent education programs in Boulder County, providing direct, interactive services via the Nurturing Parenting (Secondary – Prevention Intervention) program at City of Longmont Children, Youth and Families (either on-line due to COVID-19 or at sites of key community partners). Note that the community partners sites should be selected based on their ability to engage households and to serve as primary access points to safety net services and strengthening family support systems in Boulder County.

- A.** Nurturing Parenting is a 12-week evidence-based program that has proven to be effective in preventing child abuse and neglect. Contractor shall ensure fidelity to the Nurturing Parenting program model, including, if applicable, content, sequence of lessons, and program length.
- B.** Contractor will facilitate a minimum of five parent education series. The series will be determined based on cohort and community demand.
- C.** Pending COVID-19 restrictions, Contractor shall plan to provide at least three (3) series at the sites of community service providers currently acting as primary access points for safety net and family support services and serving the communities of Longmont, Lafayette, and Boulder. These sites shall include Family Resource Centers (FRC) stationed at OUR Center, Emergency Family Assistance Association, and/or Sister Carmen. Contractor may adjust location to on-line platforms as needed per Public Health guidelines.
- D.** Contractor staff will promote and coordinate with community partners to host Nurturing Parenting series to include recruitment, registration, childcare, and meals.
- E.** Contractor will maintain Memoranda of Understanding (MOU) with service providers that outlines Contractor and service provider responsibilities to include facility use; recruiting and registering families; conducting intake/assessment; facilitating the series; providing childcare; providing meals; providing incentives; and collecting and reporting data.
- F.** Contractor will maintain a bank of staff to lead and facilitate all Nurturing Parenting series, to include consultation with one behavioral health professional (at minimum, a masters level mental health professional) and two facilitators. Staff shall be bilingual (English/Spanish). All staff shall have completed any training required to facilitate Nurturing Parenting prior to facilitating any series.
- G.** Contractor will work to ensure access to Nurturing Parenting programming to families throughout Boulder County. This may include 1) scheduling series during and after school hours to ensure working families are served and 2) close coordination with other parent education providers including Boulder County Community Services Department and Sister Carmen Community Center.
- H.** Contractor shall maintain a participant engagement strategy that includes, as

appropriate, written visit reminders, email/text/phone visit reminders, and incentives for completed attendance.

- I. Contractor shall take necessary steps to provide services virtually and/or adhere to current public health COVID-19 restrictions and guidelines throughout the IGA 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.

### **3. TARGET POPULATION**

- A. Nurturing Parenting series will be targeted to guardians of children ages 0-15 living within Boulder County with an emphasis on enrolling high needs populations with mild to moderate barriers.

### **4. REFERRALS FOR SERVICES**

- A. Contractor agrees to accept referrals from Family and Children Services (FCS), Case Management and Community Outreach (CMCO), and other divisions of BCDHHS for those individuals and families needing assistance and not eligible for BCDHHS services. Priority shall be given to families with children who are identified as at-risk for child abuse/neglect and/or have poor health outcomes.
- B. Consistent with applicable laws. Contractor agrees to share participant-level data with BCDHHS staff for purposes of coordinated service delivery, evaluation, and leveraging of funding.
- C. To the extent applicable, Contractor agrees to screen and enroll eligible participants in benefits utilizing the CO PEAK online application. Contractor will also post BCDHHS public benefits eligibility materials in offices and distribute information during groups and outreach.
- D. To the extent applicable, Contractor agrees to work collaboratively with BCDHHS and other community partners to ensure participants are enrolled in all self-sufficiency benefits they are eligible to receive.

### **5. MEETINGS AND COMMUNICATIONS**

- A. BCDHHS and Contractor will meet at least quarterly to evaluate IGA usage and program effectiveness that may include:
  - i. recommendations for modifications in the scope of services for this IGA;
  - ii. technical assistance necessary to enable the performance of this IGA by Contractor; or
  - iii. the specification of necessary additional services to enable the Contractor's performance of the services provided under this IGA.
- B. A fiscal review may be conducted during the IGA term.
- C. Contractor's staff will attend BCDHHS meetings and training as appropriate.
- D. Contractor agrees to work in partnership with BCDHHS and other Boulder County departments, governments, foundations, and nonprofit organizations providing health and human services to agree to a common core set of outcome indicators for Boulder County human services safety net providers that measure the impact of services for participants. This shall include attendance at and participation in meetings to discuss and review best practices and outcome measurements.

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

- A. Contractor shall serve a minimum of 75 households, which includes 150 individuals, through the five parent education series.

- B.** Goals for participants of the Nurturing Parenting series include:
- Increase parents' sense of self-worth, personal empowerment, empathy, bonding, and attachment;
  - Increase the use of alternative strategies to harsh and abusive disciplinary practices;
  - Increase parents' knowledge of age-appropriate developmental expectations; and
  - Reduce abuse and neglect rates.
- To measure the extent to which these goals are achieved and assess change among participants, Contractor will administer the Adult Adolescent Parenting Inventory (AAPI-2) to each participant at the beginning (pre) and conclusion (post) of the programs. Contractor will work with BCDHHS staff to generate data from the inventories semi-annually.
- To measure the extent to which these goals are achieved and assess change among participants, Contractor will administer the Abriendo Puertas questionnaires to participants at the beginning (pre) and conclusion (post) of the series . Contractor will work with BCDHHS staff to generate data semi-annually.
- C.** Contractor shall submit quarterly reports that track 1) demographics of participants served, which shall include city in which participant resides, 2) number of participants served by series and additional information regarding IGA service-related outputs, and 3) brief qualitative narrative reports (Exhibit B-2).
- D.** All reports shall be submitted no later than the 20<sup>th</sup> of the month following the reporting period and shall be submitted to [hhsimpactreporting@bouldercounty.org](mailto:hhsimpactreporting@bouldercounty.org).
- E.** Contractor shall notify BCDHHS within 30 days of vacancies for positions funded under this IGA Contract. Notification shall be sent in writing to Rory Thomes at [rthomes@bouldercounty.org](mailto:rthomes@bouldercounty.org).
- F.** 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)

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

**1. BUDGET**

- A. The total dollar amount for this Intergovernmental Agreement (IGA) shall not exceed \$76,290. 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 Services (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.
- iii. Monthly invoiced expenses shall be for actual expenditures incurred by the 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 and dmccabe@bouldercounty.org

**B. Supporting Documentation**

- i. Monthly invoices shall be supported by a general ledger and/or sub-ledger detail generated from the 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 IGA in order to receive payment.
- ii. BCDHHS will reimburse the 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 Participant 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 IGA 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
- B. Exhibit B-2, Quarterly Reporting Form

**EXHIBIT B-1****BUDGET FORM****Contract Term: 1/01/2022 to 12/31/2022****Agency Name: City of Longmont****Program Name: Parent Education**

<b>DESCRIPTION</b>	<b>Budget of Line Item</b>
<b>Salaries</b> <i>(list positions and indicate FTE allocated to each source)</i>	\$ 58,750
<b>Payroll Taxes &amp; Benefits</b>	\$ 4,494
<b>Operating Expenses</b> <i>(list costs including travel, rent, utilities, phone, postage, supplies, &amp; printing)</i>	
Childcare	\$ 1,200
Class Supplies	\$ 6,206
<b>Other Costs</b>	
Food For Classes	\$ 3,540
Program Incentives	\$ 2,000
Mileage	\$ 100
<b>Total Program Expenses</b>	<b>\$ 76,290</b>



## EXHIBIT B-2 QUARTERLY REPORTING FORM

Boulder County TSN Investment Funds- Quarterly Data Report					
Name of Organization:	Children Youth and Families, City of Longmont				
Total Number of families Enrolled					
Total Number of Adults w/ pre and post test					
Total number of children enrolled					
May be revised to adapt to program modifications and changes					
Program Outputs					
Nurturing Parenting					
Insert Dates, Group Name, and Location					
Total Number families enrolled					
# of adults					
# of children in families					
Average attendance in classes					
Total number of individuals with both a pre- and post-test					
Sub-Scales	Construct A (Expectations of Children)	Construct B (Parental Empathy)	Construct C (Use of Corporal Punishment)	Construct D (Parent-Child Family Roles)	Construct E (Children's Power & Independence)
Average Baseline (Form A)					
Average Post Scores (Form B)					
difference/change/delta					
percentage					
High Risk (1-3), Medium Risk (4-7), and Low Risk (8-10)					
Insert Dates, Group Name, and Location					
Total Number families enrolled					
# of adults					
# of children in families					
Average attendance in classes					
Total number of individuals with both a pre- and post-test					
Sub-Scales	Construct A (Expectations of Children)	Construct B (Parental Empathy)	Construct C (Use of Corporal Punishment)	Construct D (Parent-Child Family Roles)	Construct E (Children's Power & Independence)
Average Baseline (Form A)					
Average Post Scores (Form B)					
difference/change/delta					
percentage					
High Risk (1-3), Medium Risk (4-7), and Low Risk (8-10)					
Insert Dates, Group Name, and Location					
Total Number families enrolled					
# of adults					
# of children in families					
Average attendance in classes					
Total number of individuals with both a pre- and post-test					
Sub-Scales	Construct A (Expectations of Children)	Construct B (Parental Empathy)	Construct C (Use of Corporal Punishment)	Construct D (Parent-Child Family Roles)	Construct E (Children's Power & Independence)
Average Baseline (Form A)					
Average Post Scores (Form B)					
difference/change/delta					
percentage					
High Risk (1-3), Medium Risk (4-7), and Low Risk (8-10)					
Insert Dates, Group Name, and Location					
Total Number families enrolled					
# of adults					
# of children in families					
Average attendance in classes					
Total number of individuals with both a pre- and post-test					
Sub-Scales	Construct A (Expectations of Children)	Construct B (Parental Empathy)	Construct C (Use of Corporal Punishment)	Construct D (Parent-Child Family Roles)	Construct E (Children's Power & Independence)
Average Baseline (Form A)					
Average Post Scores (Form B)					
difference/change/delta					
percentage					
High Risk (1-3), Medium Risk (4-7), and Low Risk (8-10)					
Insert Dates, Group Name, and Location					
Total Number families enrolled					
# of adults					
# of children in families					
Average attendance in classes					
Total number of individuals with both a pre- and post-test					
Sub-Scales	Construct A (Expectations of Children)	Construct B (Parental Empathy)	Construct C (Use of Corporal Punishment)	Construct D (Parent-Child Family Roles)	Construct E (Children's Power & Independence)
Average Baseline (Form A)					
Average Post Scores (Form B)					
difference/change/delta					
percentage					
High Risk (1-3), Medium Risk (4-7), and Low Risk (8-10)					
1) Referrals: Please list entities to whom you received referrals from and referred families to most often. Please comment on success and actions for strengthening collaboration with these entities:					
2) Please highlight successes to date and plans for continued improvements, including collaborations, family involvement in programming, and public recognitions:					
3) Family Feedback: Please provide a summary of feedback from families:					