

DHS Special Provisions

A. FINANCIAL PROVISIONS

1. Audit: On the basis of any federal, state or county audit which covers the **CONTRACT** period, if the El Paso County Department of Human Services (“Department”) does not achieve compliance with the audit criteria, the **CONTRACTOR** shall be responsible for any monetary penalties assessed for the period against the Department, pursuant to 45 CFR.305 et seq. due to **CONTRACTOR’S** failure to comply with contract requirements, and/or all laws, rules and regulations governing or related to the services provided under this **CONTRACT**.
2. Independent Annual Audit: **CONTRACTOR**, as either a **CONTRACTOR** or as a sub-recipient of federal funding, agrees to fully comply with all federal requirements and a federal audit annually at its own expense, if required by law, and to prepare any necessary reports and provide a copy to the **COUNTY**. If **CONTRACTOR** receives seven hundred fifty thousand (\$750,000.00) dollars or more in federal funding during the federal fiscal year, whether from one source or multiple sources, **CONTRACTOR** will obtain the required federal audit and provide a copy of such audit to the **COUNTY** annually, or upon request.
3. Erroneous Payments: At the **COUNTY’S** sole discretion, payments made to the **CONTRACTOR** in error for any reason, including, but not limited to overpayments or improper payments, may be recovered from the **CONTRACTOR** by deduction from subsequent payments under this **CONTRACT** or by other methods and collected as debt due to the **COUNTY**. Such funds shall not be paid to any person or entity other than the **COUNTY**.
 - a. It is the responsibility of the **CONTRACTOR** to notify the **COUNTY** of any overpayment or any possible underpayment on a submitted invoice within fifteen (15) days of receiving payment for an invoice. If payment on a submitted invoice is not received within thirty (30) days of submission to the **COUNTY**, **CONTRACTOR** must notify the **COUNTY** immediately.
 - b. Failure to notify the **COUNTY** of any possible erroneous payments within the above time frame may result in the **COUNTY’S** refusal to issue any additional payment. Such payment, if appropriate, will be paid at the **COUNTY’S** discretion.
4. Timely Invoice Submission for Services Rendered: Due to State or Federal Restrictions, process or rules, invoices submitted over sixty (60) days beyond the month of provision of the services may be denied for payment by the **COUNTY**.
5. Accurate Allocation of Time Costs: If **CONTRACTOR** staff is not working solely on this **CONTRACT**, all related expenses and overheads shall be pro-rated as applicable and invoiced with supporting documentation to the satisfaction of the **COUNTY**. This provision does not apply to fee-for-service **CONTRACTS**.
6. Interest: The **COUNTY** shall not pay interest on **CONTRACTOR** invoices. **CONTRACTOR** shall not invoice the **COUNTY** for costs incurred by the **CONTRACTOR** as a result of late payment charges for overdue accounts, overdraft fees or other penalty fees assessed to the **CONTRACTOR**.
7. Taxes: The **COUNTY** is exempt from all State and local government sales and use taxes under C.R.S. 32-26-101 et seq. and C.R.S. 32-26-201 et seq. Such exemptions apply when materials or services are purchased or rendered for the performance of this **CONTRACT**. **CONTRACTOR** shall be solely liable for paying such taxes as the **COUNTY** is prohibited from paying for or reimbursing the **CONTRACTOR** for taxes.

8. Suspected Public Assistance Fraud or Overpayment: **CONTRACTOR** shall report all cases of suspected welfare fraud or client public assistance overpayment to the **COUNTY**. **CONTRACTOR** shall not be responsible for determining if action should be taken against the client.

B. CONFIDENTIALITY PROVISIONS

1. Confidential Information: **CONTRACTOR** shall comply with this provision if it becomes privy to confidential information in connection with its performance hereunder. Confidential information includes, but is not necessarily limited to, any records, personnel records, and information concerning individuals served under this **CONTRACT**.
 - a. Confidentiality
CONTRACTOR shall keep all client records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for client records and information in the possession of **CONTRACTOR** shall be immediately referred to the Department's principal representative, and the Department shall make the determination as to whether such records are disclosed. **CONTRACTOR** shall not release or disclose information or records without the express written permission of the **COUNTY**.
 - b. Notification
CONTRACTOR shall notify its agent, employees, Subcontractors and assigns that may come in contact with client records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before permitting them to access such records and information.
 - c. Use, Security, and Retention
Confidential information of any kind shall not be distributed or sold to any third party or used by **CONTRACTOR** or its agents in any way except as authorized by this **CONTRACT** or approved in writing by the **COUNTY**. **CONTRACTOR** shall provide and maintain a secure environment that ensures confidentiality of all client records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by **CONTRACTOR** or its agents, except as permitted in this **CONTRACT** or approved in writing by the **COUNTY**.
 - d. Disclosure
Disclosure of records, to include client records, or other confidential information by the **CONTRACTOR** for any reason may be cause for legal action by third parties against the **CONTRACTOR**, **COUNTY**, State, or their respective agents. **CONTRACTOR** shall indemnify, save, and hold harmless the **COUNTY**, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by **CONTRACTOR**, or its employees, agents, Subcontractors, or assignees pursuant to this provision.
 - e. Limitation of Access
CONTRACTOR shall develop policies and procedures to address issues of confidentiality when **CONTRACTOR'S** staff and/or their relatives have open child welfare cases, pending child welfare referrals, or open economic assistance cases with the **COUNTY**. A copy of such policy and procedure shall be provided to the **COUNTY** within thirty (30) days of the effective date of the **CONTRACT** and whenever any changes are made to the policy. Such policies and procedures must, at a minimum, address:
 - i. How **CONTRACTOR** will identify staff and their relatives, during the course of employment, who have open child welfare cases, pending referrals, or active economic assistance cases;

- ii. How the **CONTRACTOR** will notify the **COUNTY** of the occurrence of such instances;
- iii. What procedures are in place, or will be put in place, to ensure that **CONTRACTOR'S** staff cannot access their own case or that of their relatives in TRAILS, CBMS, ACSES, CHATS or any other automated system within the **COUNTY**.

C. ACCESS AND INVENTORY PROVISIONS

1. Keycard and Identification Card Control: **CONTRACTOR** is responsible and accountable for its employees' use of all **COUNTY** building access keycards and Identification Cards issued to the **CONTRACTOR**. **CONTRACTOR** shall maintain a log of its employees who are allowed to use the keycards. **CONTRACTOR** shall notify the **COUNTY** when **CONTRACTOR** employees working under this **CONTRACT** are no longer assigned to this **CONTRACT** or have ceased employment with the **CONTRACTOR**. Additionally, when it has been deemed that a **CONTRACTOR** employee is no longer authorized to access **COUNTY** computers and/or state systems, no longer has a need for a building access keycard or has lost their building access keycard, the **CONTRACTOR** is responsible for notifying the **COUNTY**, in writing, as soon as reasonably possible, not to exceed one (1) business day. **CONTRACTOR** will be charged a fee for each lost keycard. This charge will not be reimbursed to the **CONTRACTOR** through the **CONTRACT**.
2. Equipment Use: **CONTRACTOR** is responsible and accountable for its employees' use of **COUNTY** computers and equipment. **CONTRACTOR** shall notify the **COUNTY** when **CONTRACTOR** employees working under this **CONTRACT** are no longer assigned to this **CONTRACT** or have ceased employment with the **CONTRACTOR**. Additionally, when it has been deemed that a **CONTRACTOR** employee is no longer authorized to access **COUNTY** computers and/or state systems the **CONTRACTOR** is responsible for notifying the **COUNTY**, in writing, as soon as reasonably possible, not to exceed one (1) business day. The replacement cost for equipment lost, stolen, or damaged by **CONTRACTOR** shall be charged to the **CONTRACTOR**.
3. Inventory: All equipment purchased by the **CONTRACTOR** using funds provided through this **CONTRACT** is the property of the **COUNTY**. **CONTRACTOR** shall provide an inventory to the **COUNTY** annually, or as requested by the **COUNTY**, identifying all **COUNTY** owned equipment purchased under this **CONTRACT** and/or provided to the **CONTRACTOR** for use in the performance of this **CONTRACT**.
4. County Network Connectivity: Contractor shall submit IT assistance requests for IT system lockouts to the County Helpdesk, with a courtesy copy inclusion to the Department's assigned Contract Specialist. Any requests for network connectivity of items, to include PC's, laptops, tablets, and phones, shall be sent to the Department assigned Contract Specialist, who shall assess the request and submit the ticket on behalf of the **CONTRACTOR**.
5. Depreciation of Assets: For the purposes of the **CONTRACT**, any item with a purchase price of five thousand (\$5,000.00) dollars or more, that is not expendable within one (1) year, and is free-standing, shall be considered a fixed asset. Any asset with a purchase price of less than five thousand (\$5,000) dollars shall be considered a non-depreciable supply and shall be considered to be fully expended when placed into service. The **CONTRACTOR** shall use straight line depreciation on all fixed assets acquired or provided under this **CONTRACT**, beginning with the date of acquisition. Date of acquisition shall be defined as the first day of the month following the month the asset is or was placed in service, be it for use in service, be it for use in operations functions or any other activity, but in no event later than sixty (60) days after the first day of the month following the **CONTRACTOR'S** physical receipt of the asset. For depreciation purposes the useful life of fixed assets shall be five (5) years from the date of acquisition.
6. Protection of Assets: The parties recognize that during the course of performance, the inventory of fixed assets may be increased or decreased consistent with provisions of the **CONTRACT**. Such changes shall be identified in the inventories provided by the **CONTRACTOR** to the **COUNTY**. The **CONTRACTOR** is expected to protect all **COUNTY** assets and supplies from loss or damage.

7. Final Inspection: The **COUNTY** reserves the right to inspect all fixed assets, prior to final payment, and reduce said final payment by the value of any loss or damage. Normal wear is expected. Missing or damaged assets shall be charged at replacement cost and the **CONTRACTOR** shall be liable for paying such costs. This charge will not be reimbursed to the **CONTRACTOR** through the **CONTRACT**.

D. **CONTRACTOR REPRESENTATIVE PROVISIONS**

1. Appearance: **CONTRACTOR** and its employees shall comply with the Department's policy concerning attire when providing services on behalf of the **COUNTY**, appearing in Court with regard to services under this **CONTRACT**, and/or at any time when **CONTRACTOR** and its employees are acting as an agent or otherwise representing the **COUNTY**.
2. Background Checks: **CONTRACTOR** shall ensure all employees, subcontractors, and volunteers who may incur client contact or provide services under this **CONTRACT** have submitted to and passed a finger-print based background check with Colorado Bureau of Investigations (CBI) prior to commencing provision of services under this **CONTRACT**. Results of the checks shall be kept by the **CONTRACTOR** in a secure location, and shall be provided to the **COUNTY** as requested. The costs of the background checks are not reimbursable under this **CONTRACT**.
3. Performance of Contractor Employees: In the event that the **COUNTY** becomes dissatisfied with **CONTRACTOR'S** employee(s) or subcontractor(s), the **COUNTY** will notify **CONTRACTOR** of its concerns about the employee(s) or subcontractor(s). Disciplinary measures, if any, will be the sole responsibility of **CONTRACTOR**. However, if the concerns/issues cannot be resolved to the **COUNTY'S** satisfaction, **CONTRACTOR'S** employee(s) or subcontractor(s) will no longer be allowed to provide services under this **CONTRACT**.
4. Mandatory Reporting: **CONTRACTOR** shall ensure that all employees, agents, and subcontractors are aware of their responsibility to report any case of suspected child abuse or neglect to either the Colorado Child Abuse Hotline, the Department, or local law enforcement in accordance with C.R.S. 19-3-304, and their responsibility to report any case of suspected abuse, neglect, or exploitation to at-risk adults to the Department or local law enforcement in accordance with C.R.S. 18-6.5-108.

E. **OTHER PROVISIONS**

1. Annual Presentation: When requested by the **COUNTY**, the **CONTRACTOR** shall prepare and present an annual performance report to the Board of County Commissioners at public hearing. The presentation will be reviewed and approved by the **COUNTY** prior to public presentation.
2. Conflict of Interest: **CONTRACTOR** shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of **CONTRACTOR'S** obligations hereunder. **CONTRACTOR** acknowledges that with respect to this **CONTRACT**, even the appearance of a conflict of interest is harmful to the **COUNTY'S** interest. Absent the **COUNTY'S** prior written approval, the **CONTRACTOR** shall refrain from any practices, activities, or relationships that reasonably appear to be in conflict with the full performance of the **CONTRACTOR'S** obligations to the **COUNTY** hereunder. If a conflict or appearance of conflict exists, or if the **CONTRACTOR** is uncertain whether a conflict or the appearance of a conflict of interest exists, **CONTRACTOR** shall submit to the **COUNTY** a disclosure statement setting forth the relevant details for the **COUNTY'S** consideration. Failure to promptly submit a disclosure statement or to follow the **COUNTY'S** direction in regard to the apparent conflict constitutes a breach of this **CONTRACT**.
3. Contact with Legislators: **CONTRACTOR** shall bring to the attention of the **COUNTY** all contacts with Federal and State legislators and their staff members, whether by written correspondence, telephone, or other means, within two (2) business days of such contacts.

4. Corrective Action: In the event a program review or audit conducted by Federal, State, or Local offices results in the issuance of a report requiring a Corrective Action Plan or other Performance Improvement Plan in regard to services provided under this **CONTRACT**, the **CONTRACTOR** shall draft the plan and present it to the **COUNTY** for approval prior to plan implementation and in a timely manner to allow for appropriate review. Submission of a Corrective Action Plan or other Performance Improvement Plan in regard to services provided under this **CONTRACT** shall be submitted by the **COUNTY**. Once approved, the **CONTRACTOR** shall, under the direction and guidance of the **COUNTY**, implement the plan to correct the deficiencies identified within the time frames set forth by the Plan.
5. Disputes: The Department may use a system of progressive disciplinary letters to notify **CONTRACTOR** of any concerns with **CONTRACTOR'S** performance. Nothing shall preclude the Department from implementing suspension or termination clauses if, in the Department's opinion, the deficiencies warrant such action.
 - a. An alert letter will be sent if the Department observes performance which, if left uncorrected, would lead to unsatisfactory performance by the vendor. **CONTRACTOR** is expected to respond within ten (10) calendar days with a corrective action plan that is acceptable to the Department.
 - b. A warning letter will be sent if the corrective action plan is not received or the plan is not successful in correcting the problem. **CONTRACTOR** then has ten (10) calendar days to respond by correcting the problem or with a corrective action plan approved by the Department.
 - c. If the alert and warning process fail to correct the problem, the Department may, in the exercise of its discretion, implement the provisions of Section 5 (Compensation), Section 13 (Suspension and Termination).
6. Grants: **CONTRACTOR** shall not apply for, or agree to take part in, any grants or other projects related to the services provided under this **CONTRACT** without the permission of the **COUNTY**.
7. Litigation: **CONTRACTOR** shall notify the **COUNTY** of any legal actions/subpoenas or lawsuits filed against the **CONTRACTOR** and/or their personnel regarding the services provided under this **CONTRACT**.
8. Media Contacts: **CONTRACTOR** shall notify the **COUNTY** of any and all media inquiries regarding services provided under this **CONTRACT**, or clients served by the **CONTRACTOR** under this **CONTRACT** prior to speaking with the media or issuing a press release related to services provided herein. Any media contact or press release regarding services provided under this **CONTRACT** must be approved in writing by the **COUNTY** Public Information Office prior to release.
9. Performance of Services: **CONTRACTOR** shall immediately notify the **COUNTY** upon learning of any situation that might reasonably be expected to adversely affect the provision of contracted services. Within one (1) business day the **CONTRACTOR** shall provide a written description of the situation and include a recommendation for resolution and resumption of services, with a timeline of deliverables.
10. Promotion and Materials: All materials disseminated to the public or community partners by the **CONTRACTOR**, such as stationary, brochures, signs, advertising, webpages, and public service announcements, shall be labeled or include reference to the "El Paso County {Program Name} Program, as operated under contract, by (**CONTRACTOR'S** name)." **CONTRACTOR** shall ensure that all brochures and promotional and/or educational material developed for client distribution is reviewed and approved by the **COUNTY** prior to printing and/or distribution.

11. Rights in Data, Documents, and Computer Software: Any software, research reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by **CONTRACTOR** in the performance of its obligations under this **CONTRACT** shall be the exclusive property of the **COUNTY** (unless otherwise agreed upon in writing by the **CONTRACTOR** and **COUNTY**) and, all Work Product shall be delivered to the **COUNTY** by **CONTRACTOR** upon completion or termination hereof. The **COUNTY'S** exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. **CONTRACTOR** shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of **CONTRACTOR'S** obligations hereunder without the prior written consent of the **COUNTY**.
12. Subcontracts: Copies of any and all subcontracts entered into by the **CONTRACTOR** to perform its obligations hereunder shall be submitted to the **COUNTY** or its principal representative upon request by the **COUNTY**. Any and all subcontracts entered into by the **CONTRACTOR** related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subcontracts be governed by the laws of the State of Colorado.