

# REQUEST FOR PROPOSAL

## **Boulder County Public Health Point of Sale System Purchase**

**RFP # 6653-17**



## **SUBMITTAL DUE DATE**

**May 12, 2017**

**2:00 p.m.**

## **BOULDER COUNTY PURCHASING**

**2025 14<sup>TH</sup> STREET  
BOULDER CO 80302**

**[Purchasing@bouldercounty.org](mailto:Purchasing@bouldercounty.org)**

# REQUEST FOR PROPOSAL

Boulder County Public Health is seeking proposals from qualified firms to provide an enterprise Point of Sale (POS) system for the Public Health Division. The purpose of this RFP is to solicit proposals from organizations with expertise in working to establish POS systems with public agencies.

## **Written Inquiries**

All inquiries regarding this RFP shall be submitted via email to the Boulder County Purchasing Office at [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org) on or before 4:00 p.m. **April 28, 2017**. A response from the County to all inquiries shall be posted and sent via email no later than **May 5, 2017**.

## **Submittal Instructions**

Submittals are due at the Administrative Services Front Desk or the email box (preferred) listed below, for time and date recording on or before **2:00 p.m. Mountain Time on May 12, 2017**.

**Your response can be submitted in the following ways. Please note that email responses to this solicitation are preferred, but are limited to a maximum of 25MB capacity. NO ZIP FILES ALLOWED. Electronic Submittals must be received in the e-mail box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This e-mail box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the proposer to ensure their documents are received before the deadline specified above. Boulder County does not accept responsibility under any circumstance for delayed or failed email or mailed submittals.**

**E-Mail**      [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org); identified as **RFP # 6653-17** in the subject line.

-OR-

**US Mail**      **One (1)** unbound copy of your submittal, printed double-sided, 11 point, on at least 50% post-consumer, recycled paper must be submitted in a sealed envelope, clearly marked as **RFP # 6653-17**, to the Administrative Services Front Desk at 2025 14th Street, Boulder, CO 80302.

All RFPs must be received and time and date recorded by authorized county staff by the above due date and time. Sole responsibility rests with the Offeror to see that their RFP response is received on time at the stated location(s). Any responses received after due date and time will be returned to the offeror.

The Board of County Commissioners reserves the right to reject any and all responses, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the Board, is in the best interest of the Board and of the County of Boulder, State of Colorado.

**Americans with Disabilities Act (ADA):** If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator or the Human Resources office at (303) 441-3525 at least 48 hours before the scheduled event.

## TERMS AND CONDITIONS

1. Proposers are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the bidder's risk.
2. Each bidder shall furnish the information required in the Request for Proposals.
3. The Contract/Purchase Order will be awarded to that responsible bidder whose submittal, conforming to the Request for Proposals, will be most advantageous to the County of Boulder, price and other factors considered. **The sample contract included with this Request for Proposals is indicative of the contract the winning bidder will be required to sign. The final contract may contain additional terms required under the award agreement between Boulder County Public Health ("BCPH") and its Grantor; a copy of that agreement is available to the bidder upon request.**
4. The County of Boulder reserves the right to reject any or all proposals and to waive informalities and minor irregularities in bids received, and to accept any portion of or all items proposed if deemed in the best interest of the County of Boulder to do so.
5. No submittal shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the County Purchasing Agent or delegated representative.
6. A signed purchase order or contract furnished to the successful bidder results in a binding contract without further action by either party.
7. Late or unsigned proposals will not be accepted or considered. It is the responsibility of proposers to insure that the proposal arrives at the Administrative Services Front Desk or appropriate email box prior to the time indicated in the "Request for Proposals."
8. The proposed price shall be exclusive of any Federal or State taxes from which the County of Boulder is exempt by law.
9. Any interpretation, correction or change of the RFP documents will be made by Addendum. Interpretations, corrections and changes of the RFP documents made in any other manner will not be binding, and proposer shall not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral clarification.
10. Confidential/Proprietary Information: Proposals submitted in response to this "Request for Proposals" and any resulting contract are subject to the provisions of the Colorado Public (Open) Records Act, 24-72-201 et. seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the proposal and any resulting contract shall be clearly stated in the proposal itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. **Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal, in its entirety, nor bid price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.**
11. Boulder County promotes the purchase/leasing of energy efficient, materials efficient and reduced toxic level products where availability, quality and budget constraints allow. Bidders are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Bidders are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product, but is not excessive.
12. Pursuant to Colorado law (House Bill 1292), in any bidding process for public works in which a bid is received from a non-resident bidder who is from a state that provides a percentage bidding preference, a comparable percentage disadvantage shall be applied to the bid of that bidder. Bidders may obtain additional information from the Department of Personnel's website: <http://www.colorado.gov/dpa/>.

# SPECIFICATIONS

## RFP # 6653-17

### POINT OF SALE SYSTEM PURCHASE

#### 1. Background

Boulder County Public Health (BCPH) is looking to replace current Point of Sale (POS) Systems to modernize and streamline purchase, auditing, and accounting processes. General Information about Boulder County can be found on our website at [www.bouldercounty.org](http://www.bouldercounty.org).

Under the direction of the Boulder County Board of Health, the department's 200+ staff and numerous volunteers/interns provide services in several BCPH divisions housed within six sites to address the diverse public health needs of our community.

#### 2. Current State

Currently BCPH has outdated mechanical cash registers in 4 different facilities across Boulder County that print out hard copy receipts and reports. The hard copy receipt data are manually transcribed into the accounting system. The hard copies are reviewed for errors. If errors are found, there is no easy way to void a transaction. The manager must use the cash register and reverse that transaction by duplicating the same keystrokes in reverse. There are approximately 4 sites that need to replace the existing cash registers with an automated POS service which are the focus of this RFP. These cashiering stations have an approximate 13,000 annual transactions and 10 different users.

#### 3. Deliverables

The purpose of the RFP is to find a Point of Sale solution that:

- provides one software solution for all Public Health Department cash, check, and credit card transactions;
- has strong cash management and reconciliation controls;
- provides consistent and standard reports of transactions across multiple organizational units;
- has streamlined, accurate and available information for daily cash drawer and bank reconciliation;
- reduces number of manual processes;
- reduces departmental workload by automating the flow of financial information to the accounting organization, including potentially automating data transfers from the POS solution to the county's financial application.

#### 4. Functional and Technical Requirements

Below is the list of requirements that have been identified. Please mark the area which is appropriate to your product with any relevant comments.

The proceeding pages describe Boulder County's functional requirements for the solution desired. The bidder will use the following values to self-rate how its solution meets Boulder County's requirements (see *Bidder Self-Rating* column).

Bidder self-Rating	Definition
4	Feature is delivered as standard out-of-the box functionality or can be user-configured in the proposed version of the solution and can be demonstrated by the vendor.
3	Feature is not currently included but will be available in a future release. Please indicate release date or time frame (e.g., 12 months).
2	Not available - vendor provides customization at an additional cost
1	Feature is provided by a third party partnering arrangement. Indicate any

	preferred partner agreements.
<b>0</b>	Requirement cannot be met.

In addition to self-rating each requirement, the bidder may provide additional comments to elaborate on the rating, for example, how the requirement is met by the proposed solution or a recommended change or work-around to the requirement.

<b>Ref #</b>	<b>Requirement Description</b>	<b>Bidder Self-rating</b>	<b>Bidder Comments</b>
<b>UX-1</b>	The system has the ability to allow for unique user logins		
<b>UX-2</b>	Invoke Interfaces: The different Service interfaces must be able to be invoked by other sites if needed		
<b>UX-3</b>	Ability to map related keys in the user interface		
<b>UX-4</b>	Administrators have the ability to adjust prices with ease. Please describe the process.		
<b>UX-5</b>	The system has the ability to add or subtract keys with ease. Please describe the process.		
<b>UX-6</b>	The system has the ability to have keys where a price can be manually input		
<b>SR-1</b>	The solution is certified as compliant with the Payment Card Industry (PCI) standards for security and protection of customer data.		
<b>SR-2</b>	The system is able to support role based security		
<b>SR-3</b>	Password protection for each user		
<b>SR-4</b>	Supports Multiple Tenders (cash, check, and credit)		
<b>SR-5</b>	The system shall allow split tender capability on invoice		
<b>SR-6</b>	The system has the ability to charge credit card fees to the customer		
<b>SR-7</b>	The system has the ability to handle adjustments on the payment I.E. if a payment is short 50 cents the system can reflect that the Public Health is absorbing the cost.		
<b>SR-8</b>	The system has the ability to print receipts		
<b>SR-9</b>	The system can continue operating and processing transactions without online connectivity.		
<b>SR-10</b>	The system can support multiple, geographically disparate branches		
<b>FA-1</b>	The system provides the ability to backup, archive, and restore data for individual modules, sites, or for the entire system.		

<b>FA-2</b>	System provides an audit trail feature which tracks all transactions		
<b>FA-3</b>	The system is able to track transactions by program		
<b>FA-4</b>	The system is able to track transactions by time		
<b>FA-5</b>	The system is able to track transactions by payment type		
<b>FA-6</b>	The system is able to track transactions by cashier ID		
<b>FA-7</b>	The system is able to track transactions by a unique identifier		
<b>FA-8</b>	The system has the ability to create customized reports		
<b>FA-9</b>	Transactions should be able to be searched by different fields for auditing purposes		
<b>FA-10</b>	The system has the ability to support Apple Pay		
<b>FA-11</b>	The system has the ability to support Samsung Pay		
<b>FA-12</b>	The system needs to maintain approximately 3 years history of transactions. Ability to load, merge and archive data.		
<b>FA-13</b>	The system has the ability to print reports		
<b>FA-14</b>	System has the ability to view all printable reports on screen		
<b>FA-15</b>	The system has the ability to export daily transactions and reports		
<b>FA-16</b>	The system has the ability to perform trial balances		
<b>FA-17</b>	The system has the ability to balance individual registers daily		

## 5. Solution Information Requests

The following pages detail our requests for additional information related to the technology, implementation services and post-implementation support. Please provide the information requested in the column 'Bidder Response.' Your response may refer to supplemental documentation provided with your RFP response and / or a link to online information.

<b>Ref#</b>	<b>General Technology Information Request</b>	<b>Bidder Response</b>
GT-1	Define your system architecture, as well as hardware and other software requirements; provide a schematic diagram of the proposed system architecture, including a test environment configuration.	
GT-2	What internet browsers and versions are supported?	
GT-3	Describe your security architecture, including any significant failures, breaches or issues encountered in the last three years.	
GT-4	Do users need administrative rights on the client	

<b>Ref#</b>	<b>General Technology Information Request</b>	<b>Bidder Response</b>
	machines to install any of your solution components? If so, please elaborate.	
GT-5	What are the network bandwidth requirements for your proposed solution, e.g. site-to-site, etc.?	
GT-6	What are the vendor-recommended client machine requirements, including hardware specifications, operating software and other third party components?	
GT-7	How many concurrent users can your product support?	
GT-8	Describe how your organization provides periodic system performance evaluations for installed applications. How frequently are these evaluations performed?	
GT-9	Describe your data archival and retention approach, and corresponding technology components, tools and features.	
GT-10	Will Boulder County be expected to perform any software development work to support implementation? If yes, please describe.	
GT-11	Is a 3rd-party reporting tool required or recommended? If yes, please identify the specific product and version.	
GT-12	What are your company's policies and processes that insure the software meets and accommodates changes to federal regulatory and statutory requirements?	
<b>SAAS-1</b>	What are your experiences as a SaaS provider? e.g. Number of clients; Longest and average time providing services to a client; largest and average client size, client industries, etc.	
<b>SAAS-2</b>	In the event your company is acquired or ceases operation, what is the procedure and timeframe for returning Boulder County's data and in what format would the County's data be returned?	
<b>SAAS-3</b>	Describe your procedures for providing your customers advance notification of major upgrades or system changes.  What process do you use to schedule implementation of the upgrades or changes to minimize operational disruption?	
<b>SAAS-4</b>	If data centers are physically secured, explain the method / technology used.	
<b>SAAS-5</b>	Please detail data center and security certifications held by your company, specifically certification title, description, issuing organization, frequency of renewal, most recent issue date of the certification.	
<b>SAAS-6</b>	Has your company experienced any breach in data center, network, database and / or application security in the past three years? If yes, please describe each incident – date, nature of the incident, vendor's response, customer communications and result.	
<b>SAAS-7</b>	Describe how you monitor network usage and your procedure for increasing and / or allocating network	

Ref#	General Technology Information Request	Bidder Response
	resources to meet increased usage.	
<b>SAAS-8</b>	<p>What are your proposed operational Service Level standards?</p> <p>How do you monitor Service Levels and how often to you report Service Level results to customers?</p>	
<b>SAAS-9</b>	<p>What are the results of your Service Level Standards for the past two years, i.e. lowest, highest and average per metric?</p>	
<b>SAAS-10</b>	<p>In the past 3 years, have you reimbursed any customer(s) due to failure to meet contractual Service Levels? If yes, what was the amount and date of your last incident?</p>	
<b>SAAS-11</b>	<p>What is the expected average downtime per week for Vendor-controlled reasons, e.g. backups, patches, upgrades, etc.?</p>	
<b>SAAS-12</b>	<p>What business continuity procedures and policies are implemented to protect Boulder County data, including data back-up and recovery?</p> <p>Where does your backup data reside?</p>	
<b>SAAS-13</b>	<p>Please provide the dates of your last business continuity / disaster recovery tests and the results of each test; also provide data recovery turn-around time standards.</p>	
<b>SAAS-14</b>	<p>Please provide information on the hiring and oversight of privileged administrators, and the controls over their access to customer data.</p>	
<b>SAAS-15</b>	<p>What change management processes are implemented to protect Boulder County data and system availability?</p>	
<b>SAAS-16</b>	<p>What configuration management processes are implemented to protect Boulder County data and system availability?</p>	
<b>SAAS-17</b>	<p>Please describe your internal and external audit processes related to data security and operational integrity.</p>	
<b>SAAS-18</b>	<p>What encryption methods are provided within the application in order to encrypt data across non-secure portions of a network?</p> <p>If your application does not provide application-level encryption, explain how you will accomplish this and any requirements for Boulder County necessary to implement the solution.</p>	
<b>SAAS-19</b>	<p>Describe your process / methods for encrypting data in transit to protect it from being read or modified as it traverses external networks. Also describe any standard protocols and / or algorithms you leverage, e.g., TLS and IPsec, AES.</p>	
<b>SAAS-20</b>	<p>If you use encryption as a data security method, provide information regarding the design and testing of the encryption schemes / methods.</p>	



<b>Ref#</b>	<b>General Technology Information Request</b>	<b>Bidder Response</b>
<b>SAAS-21</b>	Does your application allow for any data deletion by end-users? If so, describe what happens to the deleted data?	
<b>SAAS-22</b>	In addition to user IDs and passwords, describe the standards you use and other methods you use to you authenticate users, e.g. LDAP, certificates and tokens.	
<b>HO 1</b>	Are there any built-in activity logs generated by the application? If yes, does your application provide alerts to system administrators when logs are reaching size thresholds? Can your application control the percentage at which the system log full warnings are given?	
<b>MA 1</b>	How many support centers do you have and where are they located?	
<b>MA 2</b>	What is the average experience level and average length of service of your service and support staff?	
<b>MA 3</b>	Describe the warranty that comes with the solution. When does the warranty begin and end?	
<b>MA 4</b>	Detail the process for response to calls for service during the warranty period.	
<b>MA 5</b>	What are the hours of support, expected response time for calls for service, and escalation process for unresolved problems during the warranty period?	
<b>MA 6</b>	Will Boulder County have a specific vendor technical point of contact during the warranty period?	
<b>MA 7</b>	Describe the maintenance contract that comes with the purchased system.	
<b>MA 8</b>	Detail the process for response to calls for service under the maintenance contract.	
<b>MA 9</b>	Do your support personnel typically interact with your customer's information technology personnel or end-user personnel?	
<b>MA 10</b>	Describe Boulder County and Vendor roles and responsibilities for on-going support.	
<b>MA 11</b>	Describe on-going end user support offerings such as Users' Groups, release training, etc.	
<b>MA 12</b>	Describe the timing and delivery of system administration manuals and how you keep this documentation up-to-date.	
<b>MA 13</b>	Describe the timing and delivery of diagrams and associated documentation describing the technical solution (including servers, network, client machine configuration and connectivity). How do you address changes to this documentation?	

<b>Ref#</b>	<b>General Technology Information Request</b>	<b>Bidder Response</b>
<b>MA 14</b>	Describe the timing and delivery of user reference manuals and/or online help and how you keep this documentation up-to-date.	
<b>SEC 1</b>	Does your application require authentication for direct access to data?	
<b>SEC 2</b>	Can administrative login(s) to application have strong passwords?	
<b>SEC 3</b>	Does application provide “anonymous” access?	
<b>SEC 4</b>	Can the application force a password change at the first login?	
<b>SEC 5</b>	Does the application allow for multiple logons for the same user at the same time?	
<b>SEC 6</b>	Does the application maintain and control password history?	
<b>SEC 7</b>	List built-in user IDs and their privileges.	
<b>SEC 8</b>	Is sensitive application data encrypted at rest? In transit?	
<b>SEC 9</b>	Are user credentials encrypted at rest? In transit?	
<b>SEC 10</b>	What encryption methods are used?	
<b>SEC 11</b>	Are encryption keys securely stored?	
<b>SEC 12</b>	Are the cryptographic modules FIPS-140 compliant using the National Institute of Standards and Technology’s FIPS 140-1 and FIPS 140-2 Vendor List at <a href="http://csrc.nist.gov/cryptval/">http://csrc.nist.gov/cryptval/</a> ?	
<b>SEC 13</b>	Is the connection to database encrypted?	
<b>SEC 14</b>	Are database users provisioned appropriately, e.g. multiple users used for different roles, strong passwords for all users?	
<b>SEC 15</b>	Does the application log contain credentials (passwords, etc.)?	
<b>SEC 16</b>	What system privileges are necessary for the application to run? Detail whether the application runs only with those privileges needed to operate.	
<b>SEC 17</b>	Does your application include any configuration files in clear text used for authentication, e.g. clear text passwords?	

<b>Ref#</b>	<b>General Technology Information Request</b>	<b>Bidder Response</b>
<b>SEC 18</b>	Describe how the application would address each of the following security-related events. Please note whether the application logs detail such as user and process IDs causing the event and timestamps. <ul style="list-style-type: none"> <li>a. Success or failure of attempt to access security file</li> <li>b. Success or failure of event</li> <li>c. Seriousness of event violation</li> <li>d. Success or failure of login attempts</li> <li>e. Denial of access resulting from excessive number of failed login attempts</li> <li>f. Blocking or blacklisting of a User ID, terminal, or access port and reason for the action</li> <li>g. Activities that might modify, bypass or negate security safeguards controlled by the application</li> </ul>	
<b>SEC 19</b>	Does the application have the ability to log changes to user privileges and to log access to sensitive data in an individually identifiable way?	
<b>SEC 20</b>	If the solution is web-based, describe your Web Application firewall configuration and features.	

<b>Ref#</b>	<b>Implementation &amp; Support Information Request</b>	<b>Vendor Response</b>
<b>IS 1</b>	How long is a typical solution implementation for the components you propose? Please identify major variables to the duration.	
<b>IS 2</b>	Describe your proposed project management structure and organization for the implementation effort.	
<b>IS 3</b>	Describe your method and approach related to project communications, e.g. content, frequency, media, audience	
<b>IS 4</b>	Describe your experience level with project management, e.g. project size, customer industries, scope	
<b>IS 5</b>	Describe what roles, responsibilities and team structure will be provided by the Vendor.	
<b>IS 6</b>	Are all of the resources proposed in the vendor's solution currently on staff and available for this implementation?	
<b>IS 7</b>	What is your estimate of the number of Boulder County resources needed to support implementation, by general skill set?	
<b>IS 8</b>	Describe your method for managing user acceptance of the final solution.	
<b>IS 9</b>	Describe your process for managing issues identified during implementation, e.g. components failing to meet specifications documented in the RFP or contract.	
<b>IS 10</b>	Describe the steps and timing of transition from user acceptance to warranty period.	

Ref#	Implementation & Support Information Request	Vendor Response
IS 11	Provide a listing of documentation delivered with your proposed solution, i.e. title, audience, format	
IS 12	Please include an estimated installation and setup timeline with your submission.	

## 6. Minimum Qualifications

The proposer shall have minimum 5 years of performing point of sale system services on similar sized projects with preferences to proposers with public sector experience.

## 7. Insurance Requirements

**General Liability**                      \$1,000,000 Each Occurrence  
     \$2,000,000 General Aggregate  
     \$2,000,000 Products Completed Operations Aggregate  
     3 years Products/Completed Operations

**Automobile Liability**                \$1,000,000 Each Accident  
     \*Including Hired & Non-Owned Auto

**Worker’s Compensation and Employer’s Liability**  
     Statutory limits

**Professional Liability or Errors and Omissions**  
     \$1,000,000 Per Loss  
     \$1,000,000 Aggregate  
     Coverage maintained or extended discovery period for 2 years

**Third Party Fidelity or Crime Insurance**  
     \$1,000,000 Per Loss

**Note: Insurance amounts are the minimum required for this project, and BCPH reserves the right to amend insurance coverages in the awarded bidder’s contract. Proof of current insurance must be provided with your proposal in the form of a sample certificate. If you require a waiver of insurance requirements (e.g. Workers’ Compensation and sole proprietorships) you may request one in your response with an explanation.**

**New certificates will be requested if the contract process takes more than 30 days after an award**

**SUBMITTAL SECTION**  
**RFP # 6653-17**  
**POINT OF SALE SYSTEM PURCHASE**

**Response Format and Contents**

Organize your proposal in separately labeled sections that correspond to the following sections. Number each page of your submission consecutively. Please submit the following information in the order listed below:

**1. Title Page**

- a. Boulder County RFP Number
- b. Vendor name, address, telephone number and email
- c. RFP Contact's name, signature, title, email and date

**2. Vendor Information**

- a. Name of your company / organization
- b. Type of organization: (Corporation, Partnership, etc.)
- c. Address
- d. Names and Address of the Partners and Subcontractors if applicable
- e. Contact Person(s)
- f. Telephone, Fax, e-mail
- g. Company's hours of business in Mountain Time, off-hours contact and availability
- h. Brief company description that highlights qualifications of your company, years in business and the reasons your services and company are best suited to meet the Boulder County requirements for this engagement. (limit to no more than 1 page)
- i. Provide a maximum three-paragraph description including information listed below. This information is intended to be a general overview. You should highlight qualifications of your company, years in business and the reasons your product, services and company are best suited to meet the Boulder County requirements.
  - Company Overview
  - Historical Background
  - Financial Status

**3. Description of Consulting Services, Deliverables, and Estimated Cost Schedule (limit to no more than 35 pages; 1-double sided page counts as 2-pages):**

1. **Detailed Project Schedule**, with major deliverables, including but not limited to:
  - a. Project plan and schedule with critical path identified
  - b. Gap analysis
  - c. Resource allocations
  - d. Solution Acceptance Criteria
  - e. Product installation
  - f. Training

- g. Data Conversion - historical and current system data
  - h. Add-ons or customizations
  - i. Interfaces
  - j. User and Parallel system acceptance certification
  - k. Final production cutover
2. **Documentation / Manuals:** Provide electronic copies of the technical and user documentation with your response to the RFP (e.g. CD, DVD, Website link, etc.).
  3. **Detailed Cost Schedules:** Provide detailed, itemized unit and total costs for each component and service proposed, indicating as appropriate optional and required components and services, including:
    - a. Recommended hardware specifications, itemized, to meet Boulder County's requirements.
    - b. Recommended software, itemized, to meet Boulder County's requirements and including any 3<sup>rd</sup> party software license fees.
    - c. For software-as-a-service, provide appropriate costs, sized and itemized, to meet Boulder County's requirements – itemized by service and HW / SW for Implementation and itemized for 3 years for recurring costs.
    - d. Where appropriate, please provide any tiered costing alternatives, e.g. per transaction, per employee, per class, etc.
    - e. Project Management, e.g. Hourly, monthly or fixed rate, number of estimated hours / months to complete project.
    - f. Data Conversion, e.g. Hourly, monthly or fixed rate, number of estimated hours / months to complete project.
    - g. Software development services, e.g. Hourly, monthly or fixed rate, number of estimated hours / months to complete project.
    - h. On-site training, e.g. Hourly or class rate, number of estimated hours to complete project, recommended class size.
  4. **Contract / license agreement:** Submit a copy of any contract / license agreement you will require to be executed at time of award.
  5. **Non-disclosure Agreements:** Submit a copy of any non-disclosure contracts you would require to be executed as part of the evaluation process.
  6. **Staff Qualifications:** Describe the qualifications and experience of the staff who would be assigned to the Boulder County's implementation. Provide an electronic copy of resumes for your project manager and technical leads.
  7. **Customization:** While it is Boulder County's intention to avoid customization of 3<sup>rd</sup> party software, please describe your process for defining specifications and for pricing customization work orders – both during implementation and as a post-implementation support change request. Please also provide your current pricing / rate structure for custom development.
  8. **Requirements self-ratings and information:** Complete and submit information in the table format provided in Section 4 of this RFP.

9. **Information Requests:** Complete and submit information in the table format provided in Section 5 of this RFP.
10. **References:** Please provide at least two (3) and no more than four (5) references that match the following criteria, reference information to include reference’s principle contact name, email address and telephone number
- a. Public sector customers, i.e. State, County or large metropolitan area governments
  - b. Customers using services similar to those proposed for Boulder County
  - c. Consulting services were provided to your reference within the past three years

Reference’s Organization name	Contact Name and Email address	City, County Sate and Phone Number	System(s) name and version, Number of Sites, Number of Employees
1.			
2.			
3.			
4.			
5.			

**Proposal Evaluation**

An approximate schedule for vendor evaluation and selection is as follows:

Milestone	Target Date
1. RFP Issued	4/5/2017
2. Vendors submit RFP Questions to Boulder County (as needed)	4/28/2017
3. County Responses to RFP Questions released to Vendors (as needed)	5/5/2017
4. Vendor Proposal due to Boulder County	5/12/2017
5. County selects Vendor & executes contract	June 2017

**Evaluation Process and Criteria**

The proposal evaluation team will consider how well the proposed services meet the needs of Boulder County as described in the vendor’s response. The following elements will be the primary considerations in evaluating submitted proposals:

- 1. The extent to which proposed solution fulfills Boulder County’s stated requirements as set out in this RFP description of tasks and deliverables.
- 2. An assessment of the Vendor’s ability to deliver the indicated services in accordance with the specifications set out in this RFP.
- 3. The Vendor’s experiences and record of past performance in delivering services similar to those proposed.

#### 4. Overall cost of Vendor's proposal.

Your submitted response will be a primary source of information used for evaluation and selection. Please include all required and appropriate information with your proposal. No other source of information submitted, written or verbal will be considered part of your proposal.

#### **Compensation**

No payment of any kind will be provided to the submitting vendor, or parties they represent, for obtaining any of the information solicited. Procurement of all equipment and services will be in accordance with subsequent contractual action. 11

#### **Commitments**

All quotes should be submitted initially on the most complete basis and with the most favorable financial terms available. The selected vendor's proposal may, at Boulder County's option, be made part of the final purchase contract and all representations in the vendor's proposal may be considered commitments to supply the system as described.

#### **RFP Revisions**

Boulder County reserves the right to change the schedule or issue amendments to the RFP at any time. Boulder County also reserves the right to cancel or reissue the RFP at any time.



**SIGNATURE PAGE  
RFP # 6653-17  
POINT OF SALE SYSTEM PURCHASE**

**Failure to complete, sign and return this signature page with your proposal may be cause for rejection.**

<b>Contact Information</b>	<b>Response</b>
Company Name	
Name and Title of Primary Contact Person	
Company Address	
Phone Number	
Email Address	
Company Website	

**By signing below I certify that:**

I am authorized to bid on my company's behalf.

I am not currently an employee of Boulder County.

None of my employees or agents is currently an employee of Boulder County.

I am not related to any Boulder County employee or Elected Official.

I am not a Public Employees' Retirement Association (PERA) retiree.

\_\_\_\_\_  
**Signature of Person Authorized to Bid on  
Company's Behalf**

\_\_\_\_\_  
**Date**

Note: If you cannot certify the above statements, please explain in the space provided below.

**SAMPLE CONTRACT**  
**--DO NOT COMPLETE OR RETURN WITH YOUR PROPOSAL--**

THIS CONTRACT ("Contract") is entered into between *Boulder County Public Health, a political subdivision of the State of Colorado* ("BCPH") and (*Name of Company*) ("Contractor").

In consideration of the rights and obligations specified below, BCPH and the Contractor agree as follows:

1. Incorporation into Contract: *The Invitation for Bid and Bid Specifications of Boulder County Bid No. (NUMBER)*, together with any alterations and/or modifications to these Specifications (the "Bid Documents"), are expressly incorporated into this Contract by this reference.

In compliance with the federal Health Insurance Portability and Accountability Act (HIPAA), services will be provided in accordance with the Business Associate Agreement (Attachment B).

2. Work to be Performed: The Contractor will, in a good and workmanlike manner and at its own cost and expense, furnish all labor and equipment and do all work necessary and incidental to performing (specify type of work), as specified in the Bid Documents, attached Scope of Work (Attachment A), and this Contract (the "Work"). The Contractor shall perform the Work in strict accordance with the Bid Documents and this Contract.

3. Licensing Requirements: By signing this Contract, the Contractor affirms that [he/she/they has/have] met all licensing requirements to operate within the State of Colorado and for Boulder County Public Health, Colorado, and that all licenses and certificates necessary to provide the services specified in this Contract are current and shall be made available to BCPH, upon request.

4. Term of Contract: This Contract shall begin and become effective on the date of execution by the parties, which date is the date specified on the signature page of this Contract. Under this Contract, the Contractor shall begin Work on (date), and shall continue through (date).

5. Payment for Work Performed: In consideration of the Work to be performed by the Contractor, in accordance with the Bid Documents, and subject to the "Termination and Related Remedies" paragraph of this Contract, BCPH shall pay to the Contractor an amount not to exceed \$(contract price), as services are provided, approved by BCPH, and upon submission of invoicing to either of the following:

- a. Mail: BCPH, Accounts Payable, 3450 Broadway, Boulder, CO 80304, or
- b. Email: HealthAP@bouldercounty.org

**All invoices submitted to BCPH require the following components:** Contractor's name and address (which must match submitted W-9), payment remittance address, payer (e.g. BCPH) name and address, date of invoice, invoice number, brief description of services, dates of services, and amount due.

--or--

Invoicing Procedures: BCPH shall establish invoicing procedures and requirements for payment due to the Contractor in providing performance pursuant to this Contract. The Contractor shall comply with the established invoicing procedures and requirements for submission of invoicing statements (see Grant Sub-Award Cost Reimbursement Invoice Template).

6. Extension and/or Renewal of Contract Term:

- a. BCPH, in its sole discretion, may elect to extend the term of this Contract. In the event BCPH elects to exercise this right, it shall send written notice to Contractor, pursuant to the "Notices" paragraph of this Contract, of its intent to extend the term of the Contract. The notice shall set forth the length of the extension.
- b. Upon mutual agreement by the parties, this Contract may be renewed for four (4) additional twelve-month periods through (date) during which time this Contract shall be in full force and effect, subject to the termination provisions of the "Termination and Related Remedies" paragraph of this Contract. If this option to renew is exercised, the parties shall execute a written agreement no later than thirty (30) days before the expiration of this Contract.
- c. All of the provisions of this Contract shall remain in full force and effect during any extension or renewed term except that the scope of services and compensation to be paid to Contractor during any extension or renewed term shall be mutually agreed upon prior to the commencement of any extension or renewed term. The agreed upon scope of services and compensation shall be reduced to writing, signed by both parties, and attached to this Contract.
- d. **TEN CALENDAR DAYS BEFORE THE COMMENCEMENT OF ANY EXTENDED TERM THE CONTRACTOR SHALL SUBMIT TO THE BCPH PROOF OF INSURANCE AS REQUIRED IN THE "INSURANCE REQUIREMENTS" PARAGRAPH OF THIS CONTRACT.**
- e. Should the parties fail to agree upon the scope of services or compensation to be paid to Contractor for any extension or renewed term, or should Contractor fail to submit the required documents within the time period specified in subsection (d) of this "Extension and/or Renewal of Contract Term," then this Contract shall terminate at the end of the then current term and no extension or renewal of the term of the Contract shall occur.

7. Quality of Performance: The Contractor shall perform the Contract in a manner satisfactory and acceptable to BCPH. BCPH shall be the sole judge of the quality of performance.

8. Schedule of Work: The Contractor shall perform the Work during the hours designated by BCPH so as to avoid inconvenience to BCPH and its personnel and interference with BCPH's operations.

9. Indemnity: The Contractor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations, or omissions of the Contractor, its employees, agents, representatives or other persons acting under the Contractor's direction or control in performing or failing to perform the Work under this Contract. The Contractor will indemnify and hold harmless BCPH, its elected and appointed officials, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of the Contractor, its employees, agents or representatives, or other persons acting under the Contractor's direction or control.

10. Governmental Immunity: Nothing in this agreement shall be construed in any way to be a waiver of BCPH's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

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

is terminated:

a. Commercial General Liability.

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

b. Automobile Liability.

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

c. Workers' Compensation and Employer's Liability.

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

d. Professional Liability (Errors and Omissions).

All contractors required to be professionally certified by the State of Colorado (i.e., architects, engineers, doctors, nurses, etc.) and/or any consultants whose errors in judgment, planning, design, etc. could result in economic loss to the County, must provide proof of professional liability coverage with minimum limits of \$1,000,000 Per Loss and \$1,000,000 Aggregate. Professional Liability provisions indemnifying for loss and expense resulting from errors, omission, mistakes or malpractice is acceptable and may be written on a claims made basis. The contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

e. Pollution Liability.

This coverage is required whenever work under the contract involves pollution risk to the environment or losses caused by pollution conditions (including asbestos) that may arise from the operations of the Contractor described in the Contractor's scope of services. The policy shall cover the Contractor's completed operations. The coverage must include sudden and gradual pollution conditions including clean-up costs when mandated by governmental authority, when required by law or as a result of a third party claim. Minimum limits required are \$1,000,000 Per Loss and \$1,000,000 Aggregate. If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed.

f. Third Party Fidelity or Crime Insurance.

This coverage is required when the contractor or employees of the contractor handle money on behalf of the County (an auction company, someone collecting fees for the County, etc...) If the Contractor is physically handling money at a County owned location, the Contractor's crime insurance should provide a coverage extension for "Employee Theft of Client Property". This can also be provided by a third party fidelity bond/policy. The limit shall be \$1,000,000 Per Loss.

g. Farmer's Liability.

Farmer's Liability may be substituted for Commercial General Liability to support Parks and Open Space agriculture leases.

The Contractor shall provide Certificates of Insurance to BCPH demonstrating that the insurance requirements have been met prior to the commencement of Work under this Contract. BCPH shall be named as an **ADDITIONAL INSURED** for Commercial General Liability and Pollution Liability (if included in this Contract), on the insurance certificate. .

The "Additional Insured" wording should be as follows: *County of Boulder, State of Colorado, a body corporate and politic, is named as Additional Insured.*

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

Please send any of the above Notices and certificates to the following certificate holder:

Boulder County Public Health  
ATTN: Contracts Specialist  
3450 Broadway  
Boulder, CO 80304  
Email: [healthcontracts@bouldercounty.org](mailto:healthcontracts@bouldercounty.org)

12. Nondiscrimination: The Contractor agrees to comply with the letter and spirit of the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, state and federal laws respecting discrimination and unfair employment practices.

13. Nondiscrimination Provisions Binding on Subcontractors: In all solicitations by the Contractor for any Work related to this Contract to be performed under a subcontract, either by competitive bidding or negotiation, the Contractor shall notify each potential subcontractor of the Contractor's obligations under this Contract, and of all pertinent regulations relative to nondiscrimination and unfair employment practices.

14. Information and Reports: The Contractor will provide to authorized governmental representatives, including those of the County, State, and Federal Government, all information and reports which they may require for any purpose authorized by law. The Contractor will permit such authorized governmental representatives access to the Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where any information required by any such authorized government representative is in the exclusive possession of a person other than the Contractor, then such Contractor

shall so certify to BCPH, and shall explain what efforts it has made to obtain the information.

15. Independent Contractor: The Parties recognize and agree that the Contractor is an independent contractor for all purposes, both legal and practical, in performing services under this Contract, and that the Contractor and its agents and employees are not agents or employees of Boulder County for any purpose. As an independent contractor, the Contractor shall be responsible for employing and directing such personnel and agents as it requires to perform the services purchased under this Contract, shall exercise complete authority over its personnel and agents, and shall be fully responsible for their actions.

**Contractor acknowledges that it is not entitled to unemployment insurance benefits or workers' compensation benefits from Boulder County, its elected officials, agents, or any program administered or funded by Boulder County. Contractor shall be entitled to unemployment insurance or workers' compensation insurance only if unemployment compensation coverage or workers' compensation coverage is provided by Contractor, or some other entity that is not a party to this Contract. Contractor is obligated to pay federal and state income tax on any monies earned pursuant to this Contract.**

16. Termination and Related Remedies:

- a. The other provisions of this Contract notwithstanding, financial obligations of BCPH payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. BCPH is prohibited by law from making financial commitments beyond the term of its current fiscal year. BCPH has contracted for goods and/or services under this Contract and has reason to believe that sufficient funds will be available for the full term of the Contract. Where, however, for reasons beyond the control of BCPH as the funding entity, funds are not allocated for any fiscal period beyond the one in which this Contract is entered into, BCPH shall have the right to terminate this Contract by providing seven (7) days written notice to the Contractor pursuant to the "Notices" paragraph of this Contract, and will be released from any and all obligations hereunder. If BCPH terminates the Contract for this reason, BCPH and the Contractor shall be released from all obligations to perform Work and make payments hereunder, except that BCPH shall be required to make payment for Work which has been performed by the Contractor prior to the effective date of termination under this provision; and, conversely, the Contractor shall be required to complete any Work for which BCPH has made payment prior to providing written notice to the Contractor of the termination.
- b. The preceding provisions notwithstanding, BCPH may terminate this Contract, either in whole or in part, for any reason, whenever BCPH determines that such termination is in BCPH's best interests. Such termination shall be effective after BCPH provides seven (7) days written notice to the Contractor pursuant to the "Notices" paragraph of this Contract.
- c. In the event BCPH exercises either of the termination rights specified in subsections (a) or (b) of this "Termination and Related Remedies" paragraph, this Contract shall cease to be of any further force and effect, with the exception of all Contract remedies which are specified herein and may otherwise be available to the parties under the law, and with the exception of any rights or liabilities of the parties which may survive by virtue of this Contract.

17. Notices: For purposes of the notices required to be provided under this Contract, all such notices shall be in writing, and shall be either sent by electronic, U.S. Mail, or hand-delivered to the following representatives of the parties at the following addresses:

For BCPH:           Stephanie Martz  
                          Director of Administrative Services  
                          3450 Broadway

Boulder, CO 80304  
Email: [smartz@bouldercounty.org](mailto:smartz@bouldercounty.org)  
Fax: 303.441.1452

For Contractor: NAME  
dba NAME  
ADDRESS  
CITY, STATE ZIP  
E-mail: xxxxxxxxxxxx  
Phone: xxx-xxx-xxxx

In the event a notice is mailed pursuant to the provisions of this paragraph, the time periods specified in the "Termination and Related Remedies" paragraph of this Contract shall commence to run on the day after the postmarked date of mailing.

18. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally. Without limiting the scope of this provision, the Contract is specifically subject to the following statutory requirement:

- a. Contract payments may be withheld pursuant to C.R.S. §38-26-107 if BCPH receives a verified statement that the Contractor has not paid amounts due to any person who has supplied labor or materials for the project.

19. Prohibitions on Public Contract for Services: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et seq., as amended on May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- a. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- b. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- c. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- d. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- e. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and BCPH within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- f. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

- g. If Contractor violates any provisions of this Section of this Agreement, BCPH may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to BCPH.

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

21. Assignment: This Contract shall not be assigned or subcontracted by the Contractor without the prior written consent of BCPH.

22. Benefit to Successors and Assigns: This Contract shall be binding upon the successors and assigns of the parties.

23. Governing Law: The laws of the State of Colorado shall govern the interpretation and enforcement of this Contract. Any litigation that may arise between the parties involving the interpretation or enforcement of the terms of this Contract shall be initiated and pursued by the parties in the Boulder Courts of the 20<sup>th</sup> Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

24. Breach: Any waiver of a breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

25. Termination of Prior Agreements: This Contract cancels and terminates, as of its effective date, all prior agreements between the parties relating to the services covered by this Contract, whether written or oral or partly written and partly oral.

26. Invalidity Provision: If any provision of this Contract is found to be invalid, illegal, or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

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

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

29. No Suspension/Debarment: (For all contracts involving federal funding only.) The Parties certify that they are not suspended or debarred, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549.



**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BOULDER COUNTY PUBLIC HEALTH, COUNTY OF BOULDER, STATE OF COLORADO**

\_\_\_\_\_  
Stephanie Martz, Director of Administrative Services

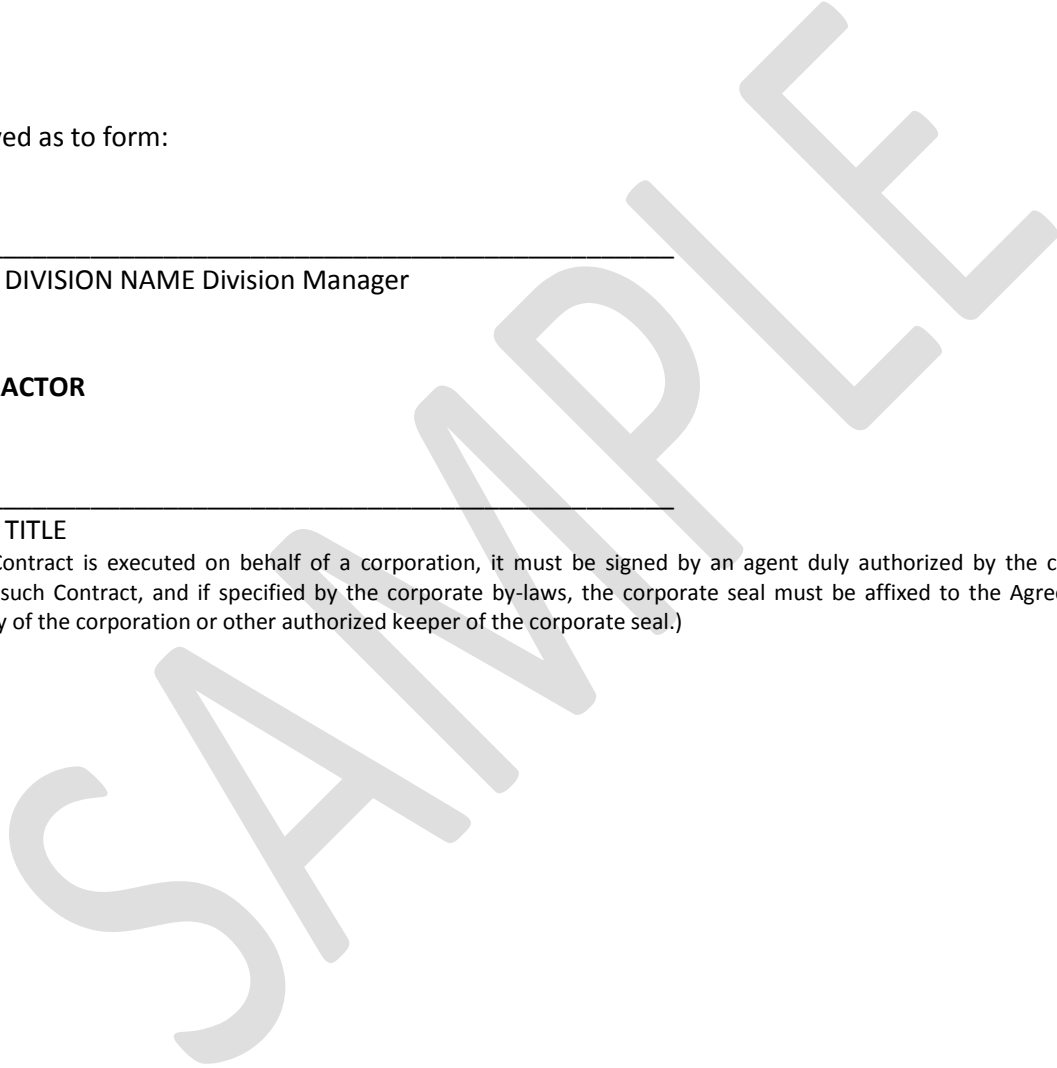
Approved as to form:

\_\_\_\_\_  
NAME, DIVISION NAME Division Manager

**CONTRACTOR**

\_\_\_\_\_  
NAME, TITLE

(If this Contract is executed on behalf of a corporation, it must be signed by an agent duly authorized by the corporation to execute such Contract, and if specified by the corporate by-laws, the corporate seal must be affixed to the Agreement by the Secretary of the corporation or other authorized keeper of the corporate seal.)



**SAMPLE**  
**CONTRACTOR'S CERTIFICATE OF COMPLIANCE**  
**--DO NOT COMPLETE THIS PAGE OR RETURN WITH YOUR PROPOSAL --**

Pursuant to Colorado Revised Statute, § 8-17.5-101, et seq., as amended May 13, 2008, as a prerequisite to entering into a contract for services with Boulder County Public Health or Boulder County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et seq., in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**NOTE:**

Note: Registration for the E-Verify Program can be completed at: <https://e-verify.uscis.gov/enroll/>.

**SAMPLE  
BUSINESS ASSOCIATE AGREEMENT**

*(If applicable to scope of work)*

**--DO NOT COMPLETE THIS PAGE OR RETURN WITH YOUR PROPOSAL --  
BUSINESS ASSOCIATE AGREEMENT**

THIS BUSINESS ASSOCIATE AGREEMENT (“Agreement”) is effective the \_\_\_\_ day of MONTH, YEAR (the “Effective Date”), by and between NAME (“Business Associate”), and Boulder County Public Health, (“Covered Entity”).

**RECITALS:**

WHEREAS, Covered Entity and Business Associate are subject to federal standards for the privacy and security of protected health information (as defined below); and

WHEREAS, Business Associate provides services to Covered Entity that require Business Associate to use, access, disclose, receive, or create protected health information; and

WHEREAS, Covered Entity and Business Associate are committed to complying with the HIPAA Standards (as defined below) and desire to set forth the rights and responsibilities of the parties with respect to protected health information.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

**1. DEFINITIONS.**

- 1.1 “Breach” shall have the same meaning as the term “breach” at 45 CFR § 164.402.
- 1.2 “CFR” shall mean the United States Code of Federal Regulations and any amendments and additions to such regulations, which may be adopted from time to time.
- 1.3 “Designated Record Set” shall mean a group of records containing protected health information maintained by or for Covered Entity that falls within any of the following categories:
- (a) A health care provider’s medical and billing records about an Individual (as defined below).
  - (b) A health plan’s enrollment, payment, claims adjudication, and case management records.
  - (c) Records used in whole or in part by Covered Entity to make decisions about the Individuals to whom the information relates.
- 1.4 “Discovery,” as used in Section 3.5, shall mean that the unauthorized use or disclosure or breach is known to Business Associate or any employee, officer, or other agent of Business Associate or should reasonably have been known to Business Associate or any employee, officer, or agent of Business Associate to have occurred by exercising reasonable diligence, in accordance with 45 CFR § 164.410(a).
- 1.5 “Electronic Health Record” shall mean an electronic record of health-related

information on an Individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

1.6 “Electronic PHI” shall have the same meaning as the term “ePHI” at 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.7 “Individual” shall mean the person who is the subject of protected health information and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

1.8 “HIPAA Standards” shall mean, collectively, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); the Health Information Technology for Economic and Clinical Health (“HITECH”) Act (Pub. L. No. 111-5 (2009)); the Security Standards for the Protection of Electronic Protected Health Information as set forth in 45 CFR Part 160 and Part 164, Subparts A and C (the “Security Rule”); and the Standards for Privacy of Individually Identifiable Health Information as set forth in 45 CFR Part 160 and Part 164, Subparts A and E (the “Privacy Rule”), and any amendments and additions to such laws and regulations which may be adopted from time to time.

1.9 “Protected Health Information” or “PHI” shall mean any information, whether oral or recorded in any form or medium, that is:

- (a) Created or received by Covered Entity or by Business Associate or another person or entity on behalf of or for the benefit of Covered Entity.
- (b) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.
- (c) Identifies an individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

1.10 “Required By Law” shall mean a mandate contained in law that compels Covered Entity or Business Associate to use or disclose PHI and that is enforceable in a court of law, including, but not limited to, court orders, court-ordered warrants, and statutes and regulations that require such information if payment is sought under a government health care program.

1.11 “Secretary” shall mean the Secretary of the United States Department of Health and Human Services.

1.12 “Service Provider” shall mean a person or entity that provides a service directly to Covered Entity in connection with one or more “Covered Accounts” as such accounts are defined in 16 CFR Part 681 (the “Red Flag Rules”).

1.13 “Unsecured PHI” shall mean PHI in any form that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified in guidance issued by the Secretary.

1.14 **Other Terms.** All other terms use but not otherwise defined in this Agreement

shall have the same meaning as provided in the HIPAA Standards.

## **2. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION.**

2.1 **Permitted Uses and Disclosures.** Except as otherwise limited in this Agreement, Business Associate may use PHI received from or created on behalf of Covered Entity to carry out the responsibilities of Business Associate, as outlined in Attachment A, provided that such use or disclosure would not violate the HIPAA Standards, this Agreement, or the policies and procedures of Covered Entity.

Business Associate may use PHI in connection with the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

Business Associate may disclose PHI in connection with the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate if either:

- (a) The disclosure is required by law.
- (b) Business Associate receives reasonable assurances, in writing, from the person to whom the information is disclosed that the information will be held confidentially, used, or further disclosed only as required by law or for the purposes for which the disclosure was made, and that the person notifies Business Associate of any instance of which it is aware in which the confidentiality of the information has been breached.

2.2 **Unauthorized Uses and Disclosures.** Any use or disclosure of PHI which is not explicitly permitted by this Agreement is prohibited.

2.3 **Violations of Law.** Business Associate may use PHI to report violations of law to appropriate authorities consistent with 45 CFR § 164.502(j)(1).

## **3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.**

3.1 **Compliance with HIPAA Standards.** Business Associate shall comply with all provisions of the HIPAA Standards applicable to Business Associate, this Agreement, and other applicable law.

3.2 **Non-disclosure.** Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement or as required by law (collectively “permitted disclosures”). All permitted disclosures shall be made in strict compliance with the HIPAA Standards. Any use or disclosure of PHI that is not a permitted disclosure, including but not limited to any breach of unsecured PHI, shall be considered an “unauthorized use or disclosure” for purposes of this Agreement.

3.3 **Safeguards.** Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement. Business Associate will document and keep all such safeguards current.

3.4 **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect, known to Business Associate, of any unauthorized use or disclosure.

3.5 **Reporting.** Business Associate agrees to report to the privacy officer of Covered Entity any unauthorized use or disclosure of PHI of which Business Associate becomes aware. The initial report shall be made by telephone call to the privacy officer of Covered Entity within seventy-two (72) hours after

discovery by Business Associate of such unauthorized use or disclosure. The initial report shall be followed by a written report to the privacy officer, which shall be made as soon as reasonably possible but in no event more than five (5) business days after discovery by Business Associate of such unauthorized use or disclosure. This reporting obligation shall include unauthorized uses or disclosures by Business Associate, its employees, subcontractors, and/or agents. Each such report of an unauthorized use or disclosure will:

- (a) Identify each individual whose unsecured PHI has been or is reasonably believed to have been accessed, acquired, or disclosed as a result of such unauthorized use or disclosure
- (b) Identify the nature of the unauthorized use or disclosure, including the date of discovery and date of the unauthorized use or disclosure.
- (c) Identify the PHI used or disclosed.
- (d) Identify who made the unauthorized use or disclosure.
- (e) Identify who received the unauthorized PHI.
- (f) Identify what corrective action Business Associate took or will take to prevent further unauthorized use or disclosures.
- (g) Identify what Business Associate did or will do to mitigate any deleterious effect of the unauthorized use or disclosure.
- (h) Provide such other information as Covered Entity may reasonably request.

Business Associate agrees to pay the actual costs of Covered Entity to provide required notifications and any associated costs incurred by Covered Entity as a result of a breach caused by Business Associate, such as credit monitoring for affected patients, and including any civil or criminal monetary penalties or fines levied by any federal or state authority having jurisdiction if Covered Entity reasonably determines that the nature of the breach warrants such measures.

3.6 **Agents and Subcontractors.** In accordance with 45 CFR § 164.308(b)(2) and 164.502(e)(1)(ii), Business Associate agrees to ensure that any agent or subcontractor that creates, receives, maintains, or transmits PHI on behalf of Business Associate agrees, in writing, to the same restrictions and conditions that apply to Business Associate through this Agreement with respect to such information (“Subcontractor Agreement”).

If Business Associate knows or has reason to know of a pattern of activity or practice of a subcontractor that constitutes a material breach or violation of the subcontractor’s obligations under the Subcontractor Agreement, Business Associate shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful:

- (a) Business Associate shall terminate the Subcontractor Agreement and any related business arrangements between Business Associate and the subcontractor involving the use, disclosure, or creation of PHI, if feasible.
- (b) If such termination is not feasible, Business Associate shall report the situation to Covered Entity and the Secretary.

3.7 **Access.** To the extent Business Associate maintains a designated record set, Business Associate shall provide access to PHI it maintains in the designated record set to Covered Entity or, as directed by Covered Entity, to an individual or another person properly designated by the individual, within five (5) days of receiving a written request from Covered Entity in order to meet the requirements of 45 CFR § 164.524. If Business Associate maintains PHI electronically in a designated record set and if the individual requests an electronic copy of such information, Business Associate shall provide Covered Entity,

or the individual or person properly designated by the individual, as directed by Covered Entity, access to the PHI in the electronic form and format requested by the individual, if it is readily producible in such form and format; or if not, then in a readable electronic form and format as agreed to by Covered Entity and the individual. If Business Associate receives a request for access to PHI directly from an individual, Business Associate shall notify Covered Entity of the request in writing within one (1) business day.

3.8 **Amendments.** To the extent Business Associate maintains PHI in a designated record set, Business Associate shall make any amendment(s) to PHI in the designated record set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 within five (5) days of receiving a written request from Covered Entity. Business Associate shall make any such amendment only by appending the amendment to the PHI in the designated record set, and under no circumstance shall PHI be deleted from the designated record set as part of the amendment process. If Business Associate receives a request for an amendment to PHI maintained in a designated record set directly from an individual, Business Associate shall notify Covered Entity of the request in writing within one (1) business day.

3.9 **Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by Business Associate on behalf of Covered Entity available to Covered Entity or to the Secretary during regular business hours within five (5) business days of receiving a written request, or sooner if requested by the Secretary, for purposes of the Secretary determining Covered Entity's or Business Associate's compliance with the HIPAA Standards.

3.10 **Accounting of Disclosures.** Business Associate shall document such disclosures of PHI made by Business Associate, its employees, subcontractors, or agents and information related to such disclosures as are required for Covered Entity to respond to a request by an Individual for an accounting of disclosures in accordance with 45 CFR § 164.528, including:

- (a) The date of the disclosure.
- (b) The name and address (if known) of the person or entity who received the disclosure.
- (c) A brief description of the PHI disclosed.
- (d) A brief statement of the purpose of the disclosure or a copy of the consent to the disclosure signed by the individual to whom the PHI relates.

Business Associate agrees to provide Covered Entity or, at Covered Entity's request, an individual within five (5) business days of receiving a written request from Covered Entity, information collected in accordance with this Section to permit Covered Entity to respond to a request by an individual for such an accounting of disclosures. If Business Associate receives a request for an accounting of disclosures of PHI directly from an individual, Business Associate shall notify Covered Entity of the request in writing within one (1) business day. Additionally, as of the compliance date set forth in the relevant regulations, if Business Associate makes disclosures of PHI through an electronic health record, Business Associate shall account for all such disclosures in accordance with the HITECH Act and any future regulations promulgated thereunder.

3.11 **Trading Partner" Provisions: Use and Disclosure in Connection with Standard Transactions.** If Business Associate conducts Standard Transactions (as defined in 45 CFR Part 162) for or on behalf of Covered Entity, Business Associate will comply and will require each subcontractor or agent involved with the conduct of such standard transactions to comply with each applicable requirement of 45 CFR Part 162. Business Associate will not enter into, or permit its subcontractors or agents to enter into,

any trading partner agreement in connection with the conduct of standard transactions for or on behalf of Covered Entity that:

- (a) Changes the definition, data condition, or use of a data element or segment in a standard transaction
- (b) Adds any data elements or segments to the maximum defined data set.
- (c) Uses any code or data element that is marked “not used” in the standard transaction’s implementation specification or is not in the standard transaction’s implementation specification.
- (d) Changes the meaning or intent of the standard transaction’s implementation specification.

3.12 **Prevention of Identity Theft.** If Business Associate is a service provider, as defined above, Business Associate shall perform all services and conduct all activities under the Service Agreement and this Agreement in accordance with reasonable policies and procedures which are designed to identify, prevent, and mitigate identity theft in accordance with the standards established by the Red Flag Rules and other applicable law. Business Associate shall provide its identity theft policies and procedures to Covered Entity upon request. Business Associate’s failure to establish the policies required by this Section, or to conform to its conduct to such policies, shall constitute a material breach of this Agreement and the Service Agreement.

3.13 **Security of Electronic Data.** If PHI is transmitted to or maintained by Business Associate in electronic format, Business Associate agrees to:

- (a) Develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the integrity, confidentiality, and availability of the electronic PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity and to comply with all applicable provisions of Subpart C of Part 164 of the Security Rule.
- (b) Ensure that any agent or subcontractor to whom Business Associate provides electronic PHI agrees to implement reasonable and appropriate safeguards to protect such PHI.
- (c) Report to Covered Entity any security incident of which Business Associate becomes aware. Notwithstanding the foregoing, Business Associate and Covered Entity acknowledge the ongoing existence and occurrence of attempted but unsuccessful security incidents that are trivial in nature, such as pings and port scans, and Covered Entity acknowledges and agrees that no additional notification to Covered Entity of such unsuccessful security incidents is required. However, to the extent that Business Associate becomes aware of an unusually high number of such unsuccessful security incidents due to the repeated acts of a single party, Business Associate shall notify Covered Entity of these attempts and provide the name, if available, of said party. At the request of Covered Entity, Business Associate shall identify the date of the security incident, the scope of the security incident, Business Associate’s response to the security incident, and the identification of the party responsible for causing the security incident, if known.

3.14 **Minimum Necessary.** Business Associate will make reasonable efforts, to the extent practicable, to limit requests for and the use and disclosure of PHI to a “limited data set” (as defined in 45 CFR § 164.514(e)(2)) or, if needed by Business Associate, to the minimum necessary PHI to accomplish the intended purpose of such use, disclosure, or request, and as applicable, in accordance with the regulations and guidance issued by the Secretary on what constitutes the minimum necessary for Business Associate to perform its obligations to Covered Entity under this Agreement or as required by law.



3.15 **Data Ownership.** Business Associate acknowledges that all right, title, and interest in and to any PHI furnished to Business Associate vests solely and exclusively with Covered Entity or the individual to whom such PHI relates.

3.16 **Delegated Obligations.** To the extent Business Associate is delegated to carry out Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such delegated obligations.

#### 4. QUALIFIED SERVICE ORGANIZATION.

4.1 **Federal Alcohol and Drug Abuse Confidentiality Regulation.** Some of the PHI may also be protected by the Federal Alcohol and Drug Abuse Confidentiality Regulations, 42 CFR Part 2 ("Part 2").

4.2 **Confidentiality Agreement.** Business Associate, also known as a Qualified Service Organization pursuant to Part 2 (42 CFR § 2.11), acknowledges that in receiving, storing, processing, or otherwise dealing with any PHI from or for Covered Entity:

- (a) It is fully bound by Part 2, as it would apply to Covered Entity.
- (b) If necessary, will resist in judicial proceedings any efforts to obtain access to PHI, covered by Part 2, except as permitted by Part 2.

4.3 **Prohibition on Re-disclosure.** Business Associate agrees to ensure that any PHI received from Covered Entity, which is subject to Part 2, will not be re-disclosed to any other person or entity, including an agency or subcontractor that provides services for Business Associate, except as may be permitted by Part 2.

#### 5. OBLIGATIONS OF COVERED ENTITY.

Covered Entity shall make available to Business Associate upon request Covered Entity's notice of privacy practices, any relevant privacy policies or other information, and any restrictions on the use or disclosure of PHI voluntarily agreed to by Covered Entity that may impact the permissible uses or disclosures of PHI by Business Associate.

#### 6. TERM AND TERMINATION.

6.1 **Term.** The term of this Agreement shall commence on the effective date and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is not feasible to return or destroy the PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

6.2 **Termination for Cause.** Upon Covered Entity's reasonable determination that Business Associate has breached a material term of this Agreement, Covered Entity shall be entitled to do any one or more of the following:

- (a) Give Business Associate written notice of the existence of such breach and give Business Associate an opportunity to cure the breach upon mutually agreeable terms. If Business Associate does not cure the breach or end the violation according to such terms, or if Covered Entity and Business Associate are unable to agree upon such terms, Covered Entity may immediately terminate this Agreement. If termination of this Agreement is not feasible, Covered Entity shall report the breach to the Secretary, to the extent required by law.

- (b) Immediately terminate this Agreement or any other arrangement between Covered Entity and Business Associate which is the subject of such breach.
- (c) Immediately stop all further disclosures of PHI to Business Associate pursuant to the Service Agreement or other arrangement which is the subject of such breach.

6.3 **Termination Without Cause.** This Agreement shall terminate upon any such date as Covered Entity and Business Associate may agree in a writing signed by both parties.

6.4 **Termination of Services.** This Agreement shall terminate upon the termination or expiration of the services provided by Business Associate.

6.5 **Effect of Termination.** Upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity, or destroy upon the prior written consent of Covered Entity, all PHI received, created, received, or maintained in any form by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of such information. This Section shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate.

- (a) In the event that Business Associate determines that return or destruction of PHI is not feasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction of the PHI infeasible, for so long as Business Associate maintains such PHI.
- (b) Business Associate shall cooperate with Covered Entity to the extent reasonably necessary for Covered Entity to determine that all PHI has been properly returned, destroyed, or protected upon termination of this Agreement.
- (c) Business Associate's obligations to protect the privacy and security of PHI, as provided in this Agreement, including Business Associate's obligations pursuant to this Section, are continuous and shall survive any termination, cancellation, expiration, or other conclusion of this Agreement or any other agreement between Business Associate and Covered Entity.

6.6 **Business Associate's Termination Rights.** Business Associate shall ensure that it maintains for itself the termination rights in this Section in any Subcontractor Agreement it enters into with an agent or subcontractor.

## 7. MISCELLANEOUS.

7.1 **Indemnification; Limitation of Liability.** To the extent permitted by law, Business Associate shall indemnify, defend, and hold harmless Covered Entity from any and all liability, claim, lawsuit, injury, loss, expense, or damage resulting from or relating to the acts or omissions of Business Associate in connection with the representations, duties, and obligations of Business Associate under this Agreement. Any limitation of liability contained in any other agreement between the parties shall not apply to the indemnification requirement of this Section. This Section shall survive the termination of the Agreement.

7.2 **Assistance in Litigation.** Business Associate shall make itself and any subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under this Agreement available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise,

in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers, or employees based upon a claim of violation of the HIPAA Standards or other laws related to security and privacy by Business Associate.

7.3 **Relationship of the Parties.** In the performance of the work, duties, and obligations described in this Agreement, the parties acknowledge and agree that each party is at all times acting and performing as an independent contractor, and at no time shall the relationship between the parties be construed as a partnership, joint venture, employment, principal/agent relationship, or master/servant relationship.

7.4 **Scope of Agreement.** This Agreement relates only to the use, disclosure, and protection of PHI if it is disclosed to, created, or received by Business Associate in connection with the services provided to Covered Entity and identified in Attachment A. This Agreement is the sole understanding between the parties relating to such matters and supersedes all prior agreements and understandings, whether oral or written. Nothing herein shall require Covered Entity to disclose any PHI to Business Associate for such services or to utilize any service of Business Associate. Nothing herein requires Business Associate to accept any PHI or to provide any particular services beyond those specified in Attachment A.

7.5 **Assignment.** No assignment of this Agreement or of the rights and obligations hereunder by any party shall be valid without the prior written consent of the other party. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and each of their respective successors, heirs, and permitted assigns, if any.

7.6 **Severability.** In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby.

7.7 **Waiver and Breach.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.

7.8 **Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and may be either personally delivered, sent by registered or certified mail in United States Postal Service mail, return receipt requested, postage prepaid, or through the use of a reputable overnight courier, delivery prepaid, and signature required. Such notice shall be addressed to each party at the addresses set forth at the end of this Section. Any such notice shall be deemed to have been given, if mailed as provided herein, as of forty-eight (48) hours after mailing. All required notices shall be in writing and shall be to the representatives at the addresses set forth below.

**Business Associate Representative:**

NAME

TITLE

AGENCY NAME

ADDRESS

CITY, STATE ZIP

**Covered Entity Representative:**

Stephanie Martz  
Director of Administrative Services  
Boulder County Public Health  
3450 Broadway  
Boulder, CO 80304

7.9 **Amendments.** Except as provided herein, this Agreement may only be amended or modified by written agreement executed by all parties. The parties agree to take such action to amend this Agreement as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Standards.

7.10 **Governing Law/Construction.** This Agreement shall be governed by applicable federal law and the laws of the State of Colorado, without regard to conflict of laws principles. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the HIPAA Standards and with any Colorado laws relating to the confidentiality of individual health information that are not preempted by the HIPAA Standards. In the event that the HIPAA Standards impose any additional or more rigorous limitations on disclosures and uses of PHI by Business Associate, then this Agreement shall be read to comply with those higher standards. To the extent any provision of this Agreement is contrary to or inconsistent with any provision in any other agreement between the parties, the provision in this Agreement shall govern.

7.11 **No Third Party Beneficiaries.** Business Associate and Covered Entity agree that individuals who are the subject of PHI are not third party beneficiaries of this Agreement. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer upon any person other than Covered Entity, Business Associate, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

7.12 **Further Acts.** The parties agree that the intent of this Agreement is to comply with the HIPAA Standards. Each of the parties shall execute and deliver all documents, papers and instruments reasonably necessary or convenient to carry out the terms of this Agreement. The parties shall, upon request at any time after the date of this Agreement, execute, deliver and/or furnish all such documents and instruments, and do or cause to be done all such acts and things as may be reasonable to effectuate the purpose and intent of this Agreement as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**BOULDER COUNTY PUBLIC HEALTH**

**AGENCY NAME**

By: \_\_\_\_\_

Name: Stephanie Martz

Title: Director of Administrative Services

By: \_\_\_\_\_

Name: NAME

Title: TITLE