



Financial Services
Purchasing Division
215 N. Mason St. 2nd Floor
PO Box 580
Fort Collins, CO 80522
970.221.6775
fortcollins.gov

REQUEST FOR PROPOSAL
10367 MENTAL HEALTH SUPPORT SERVICES FOR PFA
RFP DUE: 3:00 PM MT (Mountain Time), November 12, 2026

The City of Fort Collins, on behalf of the Poudre Fire Authority, is engaging the Professional to provide psychological services for PFA employees and members.

As part of the City's commitment to sustainability, proposals must be submitted online through the Rocky Mountain E-Purchasing System (RMEPS) at <http://www.bidnetdirect.com/colorado/city-of-fort-collins>. *Note: please ensure adequate time to submit proposals through RMEPS. Proposals not submitted by the designated Opening Date and Time will not be accepted by RMEPS.*

All questions should be submitted, in writing via email, to Sean Mallander, Buyer II, at smallander@fortcollins.gov, no later than 3:00 PM MT on October 29, 2026. Please format your e-mail to include: RFP 10367 Mental Health Support Services for PFA in the subject line. Questions received after this deadline may not be answered. Responses to all questions submitted before the deadline will be addressed in an addendum and posted on the Rocky Mountain E-Purchasing System webpage.

Rocky Mountain E-Purchasing System hosted by BidNet

A copy of the RFP may be obtained at <http://www.bidnetdirect.com/colorado/city-of-fort-collins>.

This RFP has been posted utilizing the following Commodity Code(s):

918-67	Human Services Consulting (To Include Mental Health Consulting Services)
948-76	Psychologists/Psychological & Psychiatric Services (Including Behavioral Management Services)
948-86	Therapy and Rehabilitation Services
952-21	Counseling
952-62	Mental Health Services: Vocational, Residential, Etc.

Prohibition of Unlawful Discrimination: The City of Fort Collins, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The City strictly prohibits unlawful discrimination based on an individual's gender (regardless of gender identity or gender expression), race, color, religion, creed, national origin, ancestry, age 40 years or older, marital status, disability, sexual orientation, genetic information, or other characteristics protected by law. For the purpose of this policy "sexual orientation" means a person's actual or perceived orientation toward heterosexuality, homosexuality, and bisexuality. The City also strictly prohibits unlawful harassment in the workplace, including sexual harassment. Further, the City strictly prohibits unlawful retaliation against a person who engages in protected activity. Protected activity includes an employee complaining that he or she has been

discriminated against in violation of the above policy or participating in an employment discrimination proceeding.

The City requires its Professionals to comply with the City's policy for equal employment opportunity and to prohibit unlawful discrimination, harassment and retaliation. This requirement applies to all third-party Professionals and their subcontractors/subconsultants at every tier.

Public Viewing Copy: The City is a governmental entity subject to the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 et seq. ("CORA"). Any proposals submitted hereunder are subject to public disclosure by the City pursuant to CORA and City ordinances. Professionals may submit one (1) additional complete proposal clearly marked "FOR PUBLIC VIEWING." In this version of the proposal, Professionals may redact text and/or data that it deems confidential or proprietary pursuant to CORA. All pricing will be considered public records subject to disclosure under CORA and as such pricing cannot be redacted from the "FOR PUBLIC VIEWING" version of the proposal. Failure to provide a public viewing copy will be considered a waiver of any claim of confidentiality under CORA without regard to how the applicant's proposal or certain pages of the proposal are marked confidential, proprietary, or similar. Such statement does not necessarily exempt such documentation from public disclosure if required by CORA, by order of a court of appropriate jurisdiction, or other applicable law. Generally, under CORA, trade secrets, confidential commercial information and financial data information may not be disclosed by the City. Proposals may not be marked "Confidential" or 'Proprietary' in their entirety. By responding to this RFP, Professionals hereby waives any and all claims for damages against the City for the City's good faith compliance with CORA. **All provisions and pricing of any contract resulting from this request for proposal will be public information.**

Professionals Registration: The City requires new Service Providers/ Professionals receiving awards from the City to submit IRS form W-9 and requires all Service Providers/ Professionals to accept Direct Deposit (Electronic) payment. If needed, the W-9 form and the Vendor Direct Deposit Authorization Form can be found on the [City's Purchasing website](#) under Vendor Reference Documents. **Please do not submit these documents with your proposal**, however, if you take exception to participating in Direct Deposit (Electronic) payments please clearly note such in your proposal as an exception. The City may waive the requirement to participate in Direct Deposit (Electronic) payments at its sole discretion.

Sales Prohibited/Conflict of Interest: No officer, employee, or member of City Council, shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the City. Soliciting or accepting any gift, gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the City of Fort Collins is prohibited.

Collusive or Sham Proposals: Any proposal deemed to be collusive or a sham proposal will be rejected and reported to authorities as such. Your authorized signature of this proposal assures that such proposal is genuine and is not a collusive or sham proposal.

The City of Fort Collins reserves the right to reject any and all proposals and to waive any irregularities or informalities.

Utilization of Award by Other Agencies: The City of Fort Collins reserves the right to allow other state and local governmental agencies, political subdivisions, and/or school districts to

utilize the resulting award under all terms and conditions specified and upon agreement by all parties. Usage by any other entity shall not have a negative impact on the City of Fort Collins in the current term or in any future terms.

The selected Professional shall be required to sign the City's Agreement prior to commencing services (see sample attached to this document).

Sincerely,

A handwritten signature in black ink, appearing to read "JR", is positioned above the printed name.

Jake Rector
Purchasing Director

I. BACKGROUND & OBJECTIVE / OVERVIEW

A. Objective

The City of Fort Collins, on behalf of the Poudre Fire Authority, is requesting proposals from qualified Professionals to provide psychological services for PFA employees and members.

B. Background

The Poudre Fire Authority (PFA) was established in 1981 through an Intergovernmental Agreement between the City of Fort Collins, CO and the Poudre Valley Fire Protection District (PVFPD). This partnership enables the PFA to take a comprehensive approach to providing emergency services to the region. A five-person Board of Directors, composed of elected members from the PVFPD Board and the Fort Collins City Council, governs the PFA. Both the PVFPD Board and Fort Collins City Council appoint two members to serve on the PFA Board of Directors. The fifth member of the PFA Board is appointed by these four members and has historically been the Fort Collins City Manager. The PFA Board of Directors appoints and employs the Fire Chief.

The PFA Fire Chief manages a \$57 million budget and oversees the work of 256 full-time staff and 40 volunteers responsible for providing fire protection and suppression, community risk reduction, emergency medical services, public education, administration and support services.

II. SCOPE OF PROPOSAL

A. Scope of Work

Specific services may include, but are not limited to:

- Individual and group counseling
- Individual assessment
- Couples therapy
- Coordination of the Peer Support Team including organizing and/or providing training for new and existing members on a regular basis
- Meeting with all new members during their onboarding process, or during the academy for new fire fighters and their spouses
- Providing Critical Incident Debriefing Services, Diffusing, and therapy dog services in conjunction with the Peer Support Team for PFA personnel involved in traumatic, critical incidences
- Special project work as assigned by the designated PFA representative, in-service training, and any other services mutually agreed upon by PFA and Service Provider.

Services are to be available for all PFA employees and members, as well as their spouses and domestic partners. Retirees are also covered for up to six months past their last date of employment.

All individuals receiving counseling/psychological services will not have their identity, intervention process or case issues disclosed to PFA or any third party unless:

- The client has signed a release as required by State and Federal law;
- Confidentiality is otherwise waived by the client; and/or
- Such information is otherwise releasable by law

This Agreement does not guarantee to the Service Provider any work except as stated in this Scope of Work, nor does it create an exclusive contract for services.

B. Primary Service Location & Clinician

The Service Provider must maintain a physical office within the jurisdictional boundaries of PFA.

C. Records

Service Provider will maintain all notes generated from counseling/psychological services and will be kept as the property of the Service Provider and governed by the doctor/patient relationship. These notes are not to become part of the employee's personnel file but will be kept as separate and independent psychological records, at the Service Provider's designated location, and therefore covered by State and Federal psychotherapy confidentiality laws for a period of seven (7) years.

Additionally, the Service Provider should maintain and report on a quarterly basis, statistical information to include but not limited to:

- Number of sessions provided
- Average number of sessions per user
- Synopsis of common issues addressed

The statistical data should not contain any personal information regarding any employee/member/spouse/domestic partner. The statistical data is intended for use by PFA leadership for resource allocation purposes and identifying areas of opportunity for growth as an organization.

D. Emergency Response

"Respond-to-scene" responsibility by the Service Provider is not an intended service under this Agreement. However, such capabilities by the Service Provider are desirable as extreme emergencies may occur. In such instances, the Service Provider may respond to such needs by mutual consent between PFA and Service Provider.

E. Availability

Service Provider shall be permitted to create and maintain its work schedule. This schedule may limit office hours to specific days of the week and hours of the day. However, Service Provider shall ensure reasonable availability to provide services as outlined and shall ensure the capability of accommodating a variety of PFA personnel schedules, which may include hours outside normal business hours.

The following represents the PFA's general expectations for the timeliness of Service Provider's responses to service requests:

- Respond to calls/texts/emails for general appointment needs within 24 hours during typical business hours (i.e. 8:00 AM – 5:00 PM). General (non-emergency)

requests received outside of business hours are to be responded to first thing the next day.

- Office visit availability for appointments withing 7 calendar days of receipt of appointment request.
- In the case of emergency response, no more than 60 minutes from the time of request/contact.

Service Provider acknowledges that non-clinical hours may be necessary to fulfill the duties described herein. Non-clinical hours shall not incur additional fees, and the Service Provider's proposed rates shall reflect this requirement. There is no guaranteed minimum or maximum number of hours required of the Service Provider per month or year.

F. Other Services

Service Provider will be expected to visit all PFA stations, the training center and PFA headquarters one time per year per shift. Service Provider will coordinate the timing of these visits with the PFA representative in order to maximize time efficiency, typically devoting one or two days per shift, solely to conducting visits. In these instances, Service Provider's hourly rate will not apply, but rather a fixed fee will apply.

G. PFA Responsibilities

PFA shall:

- Furnish, or direct the Service Provider to provide, at PFA's expense, necessary additional services;
- Provide Service Provider with an identity card and facility access keys;
- Provide reasonable use of a copier and office equipment when needed to perform duties under this Agreement;
- Provide reasonable access to PFA buildings as needed to perform duties under this Agreement. Such access may be restricted, suspended or terminated as deemed necessary for security purposes as determined in the sole discretion of PFA;
- Provide reasonable access and use of email as needed to perform duties under this Agreement, but as limited or restricted by City and PFA policies.

H. Minimum Qualifications

The Professional should be organized and appropriately certified for the purpose of providing counseling, peer support training and consultation, and have previous experience and proven effectiveness in administering such services. The ideal Professional will have at least three continuous years of experience providing these services to fire authorities and/or law enforcement agencies.

I. Anticipated Schedule

The following represents the City's target schedule for the RFP. The City reserves the right to amend the target schedule at any time.

- RFP issuance: October 16, 2026
- Question deadline: 3:00 PM MT on October 29, 2026

- Final Addendum Issued: November 5, 2026
- Proposal due date: 3:00 PM MT on November 12, 2026
- Interviews (tentative): Week of December 7, 2026
- Award of Contract (tentative): Mid December 2026
- Contract Start Date: January 1, 2027

J. Interviews

In addition to submitting a written proposal, the top-rated Professionals may be interviewed by the RFP assessment team and asked to participate in an oral presentation to provide an overview of the company, approach to the project and to address questions. The evaluation criteria for the oral interviews will be the same as the criteria for the written evaluations and is included in Section IV.

Instead of traditional in-person interviews for the optional interview session, the City may opt to use alternate methods including, but not limited to remote interviews through a platform such as Microsoft Teams.

K. Travel & Expenses

Subject to the terms of the applicable Work Order, reasonable expenses may be reimbursable per the current rates found at www.gsa.gov. Professional will be required to provide original receipts to the City for all travel expenses.

L. Subcontractors/Subconsultants

Professional will be responsible for identifying any subcontractors and/or subconsultants in their proposal. Please note that the City will contract solely with the awarded Professional; therefore, subcontractors and/or subconsultants will be the responsibility of the Professional.

M. Laws and Regulations

The Professional agrees to comply fully with all applicable local, State of Colorado and Federal laws and regulations and municipal ordinances to include American Disabilities Act (ADA).

N. Invoicing and Payment

Invoices should be emailed monthly to invoices@fortcollins.gov with a copy to the Project Manager. The cost of the work completed shall be paid to the Professional each month following the submittal of a correct invoice by the Professional indicating the project name, Purchase Order number, task description, hours worked, personnel/work type category, hourly rate for each employee/work type category, date of the work performed specific to the task, percentage of that work that has been completed by task, 3rd party supporting documentation with the same detail and a brief progress report.

Payments will be made using the prices stated in the Agreement. In the event a service is requested which is not stated in the Agreement, the Professional and the City will negotiate an appropriate unit price for the service prior to the Professional initiating such work.

The City pays invoices on Net 30 terms.

III. PROPOSAL SUBMITTAL

Please limit the total length of your proposal to a maximum of fifty (50) 8 ½ x 11" pages (excluding cover pages, table of contents, dividers and Acknowledgement form). Font shall be a minimum of 10 Arial and margins are limited to no less than .5" for sides and top/bottom. Extended page sizes, such as 11" x 17", count as a single page and may be used for detailed pricing. Links to other files or websites shall not be permitted. Proposals that do not conform to these requirements may be rejected.

Professionals are required to provide detailed written responses to the following items in the order outlined below. The responses shall be considered technical offers of what Professionals propose to provide and shall be incorporated in the contract award as deemed appropriate by the City. A proposal that does not include all the information required may be deemed non-responsive and subject to rejection.

Responses must include all the items in the order listed below. It is suggested that the Professionals include each of the City's questions with their response.

The City of Fort Collins shall not reimburse any firm for costs incurred in the preparation and presentation of their proposal.

A. Cover Letter / Executive Summary

The Executive Summary should highlight the content of the proposal and features of the program offered, including a general description of the program and any unique aspects or benefits provided by your firm.

Indicate your availability to participate in the interviews/demonstrations on the proposed dates as stated in the Schedule section.

B. Professional Information

1. Describe the Professional's business and background
2. Number of years in the business
3. Details about ownership
4. An overview of services offered and qualifications
5. Size of the firm
6. Location(s) of offices. If multiple, please identify which will be the primary for our account.
7. Primary contact information for the company including contact name(s) and title(s), mailing address(s), phone number(s), and email address(s).

C. Scope of Proposal

1. Provide a detailed narrative of the services proposed if awarded the contract per the scope above. The narrative should include a list of therapies and techniques offered by your firm.
2. Describe your experience and programs focusing on addiction treatment, recovery and maintenance.
3. Describe how the project would be managed and who would have primary responsibility for its timely and professional completion.

4. Briefly describe the approach to execute the scope of work to include the methods and assumptions used, and any exceptions and/or risks.
5. Describe the methods and timeline of communication your firm will use with the City's Project Manager and other parties.
6. Identify what portion of work, if any, may be subcontracted or outsourced to subconsultants. Include all applicable information herein requested for each Professional.

D. Firm Capability and Assigned Personnel

Provide relevant information regarding previous experience related to this or similar projects, to include the following:

1. Describe your firm's cultural competence working with first responders.
2. Provide resumes for each professional and technical person to be assigned to the project, including partners, subconsultants, and subcontractors. Please limit resumes to one page.
3. A list of qualifications for your firm and qualifications and experience of the specific staff members proposed to perform the services described above.
4. References. Provide a minimum of three similar projects with public agencies in the last 5 years that have involved the staff and subcontractors/subconsultants proposed to work on this project. Include the owner's name, title of project, beginning price, ending price, contact name, email and phone number, subconsultants on the team and a brief description of the work and any change orders. The Professional authorizes the City to verify any and all information contained herein and hereby releases all those concerned providing information as a reference from any liability in connection with any information provided.
5. Provide any information that distinguishes Professional from its competition and any additional information applicable to this RFP that might be valuable in assessing Professional's proposal.

E. Sustainability/TBL Methodology

In concise terms (no more than two pages), please describe your organization's commitment to sustainability and supporting values.

Each element of the TBL sustainability criteria will receive equal consideration in determining the final Sustainability/TBL score.

1. Address how your firm strives to incorporate all three aspects (social, environmental, and economic) of Triple Bottom Line (TBL) sustainable practices into the workplace. Provide examples along with any metrics used to measure success within your firm.
2. Also provide examples of how your firm has incorporated all three aspects of TBL sustainable practices in previous similar projects on which your firm has been the prime Professional.

Some examples are provided below:

- a. Environmental – Experience delivering projects / programs focused on environmental health priorities in the areas of climate resiliency, water quality and watershed protection, regulatory performance, management systems,

air quality, renewable energy, sustainable building and design, construction materials management, and solid waste reduction.

- b. Economic – Experience working and delivering projects with an emphasis on strategic financial planning, job creation, business development, asset management, various project delivery methods, value engineering, regional partnerships, transparency, stakeholder engagement, strategic investments, aging infrastructure, repurposing of existing facilities, and competing financial priorities.
- c. Social - Experience working and delivering projects, programs, and/or initiatives that support Equity, Diversity, and Inclusion throughout your firm's workplace, including leadership, and supply chain. Examples of this may be demonstration of working within cultural and language gaps, development of diversity programs, diverse project teams, equitable opportunity vendor supply chain, and how your firm has applied an equity lens to processes such as recruitment, hiring, purchasing, career pathways, salaries, and staff engagement.

F. Cost

In your response to this proposal, please provide the following:

- 1. Provide a schedule of hourly rates for each individual proposed to provide services under this assignment. This fee schedule will be firm for at least one (1) year from the date of the Agreement.
- 2. A fee schedule for subconsultants/subcontractors, if used, shall be included.
- 3. If applicable, a list of additional services, such as trainings and emergency response, and the corresponding rates.

G. Sample Agreement

Included with this request for proposals is a sample Agreement that the City intends to use for obtaining the services of the Professional. The Professional is required to review this Agreement and indicate any objections to the terms of the contract. If revisions to the contractual terms are requested, provide suggested revisions.

H. Acknowledgement

The Acknowledgement form is attached as Section V. Complete the attached form indicating the Professional hereby acknowledges receipt of the City of Fort Collins Request for Proposal and acknowledges that the Professional has read and agrees to be fully bound by all of the terms, conditions and other provisions set forth in the RFP.

IV. REVIEW AND ASSESSMENT CRITERIA

A. Proposal and Interview Criteria

Professionals will be evaluated on the following criteria. This set of criteria will be the basis for review and assessment of the written proposals and optional interview session. At the discretion of the City, interviews of the top-rated Professionals may be conducted.

The rating scale shall be from 1 to 10, a rating of 1 doesn't meet minimum requirements, a rating of 5 means the category fulfills the minimum requirements, and 10 exceeds minimum requirements in that category.

WEIGHTING FACTOR	CATEGORY	STANDARD QUESTIONS
2.0	Scope of Proposal	Does the proposal address all elements of the RFP? Does the proposal show an understanding of the project objectives, methodology to be used and results/outcomes required by the project? Are there any exceptions to the specifications, Scope of Work, or agreement?
3.0	Firm Capability & Assigned Personnel	Does the firm have the resources, capacity and support capabilities required to successfully complete the project? Has the firm successfully completed previous projects of this type and scope? Do the persons who will be working on the project have the necessary skills and qualifications? Are sufficient people of the requisite skills and qualifications assigned to the project?
1.0	Sustainability/TBL Methodology	Does the firm demonstrate a commitment to Sustainability and incorporate Triple Bottom Line methodology in both their Scope of Work for the project, and their day-to-day business operating processes and procedures? Does the firm demonstrate a commitment to all three aspects (social, environmental, and economic) of the Triple Bottom Line (TBL) methodology of sustainability for this project and in their company value system as evidenced by their day-to-day business operating processes, practices and procedures?
2.0	Cost	Does the proposal include detailed cost breakdown for each cost element as applicable and are the line-item costs competitive? Do the proposed cost compare favorable with historical and market rates?

V. ACKNOWLEDGEMENT

This form may not be redlined and must be submitted with your proposal. Failure to adhere to these requirements may result in your proposal being rejected.

Professional hereby acknowledges receipt of the City of Fort Collins Request for Proposal and acknowledges that it has read and agrees to be fully bound by all of the terms, conditions and other provisions set forth in the RFP 10367 Mental Health Support Services for PFA and sample Agreement except as otherwise noted. Additionally, Professional hereby makes the following representations to City:

- a. All of the statements and representations made in this proposal are true to the best of the Professional's knowledge and belief.
- b. Professional commits that it is able to meet the terms provided in this proposal.
- c. This proposal is a firm and binding offer, for a period of 90 days from the date hereof.
- d. Professional further agrees that the method of award is acceptable.
- e. Professional also agrees to complete the proposed Agreement with the City of Fort Collins within 10 days of notice of award. If contract is not completed and signed within 10 days, City reserves the right to cancel and award to the next highest rated firm.
- f. Professional acknowledges receipt of ____ addenda.
- g. Professional acknowledges no conflict of interest.
- h. Professional acknowledges that the City is a governmental entity subject to the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 et seq. ("CORA"). Any proposals submitted hereunder are subject to public disclosure by the City pursuant to CORA and City ordinances. Professionals may submit one (1) additional complete proposal clearly marked "FOR PUBLIC VIEWING." In this version of the proposal, Professionals may redact text and/or data that it deems confidential or proprietary pursuant to CORA. All pricing will be considered public records subject to disclosure under CORA and as such pricing cannot be redacted from the "FOR PUBLIC VIEWING" version of the proposal. Failure to provide a public viewing copy will be considered a waiver of any claim of confidentiality under CORA without regard to how the applicant's proposal or certain pages of the proposal are marked confidential, proprietary, or similar. Such statement does not necessarily exempt such documentation from public disclosure if required by CORA, by order of a court of appropriate jurisdiction, or other applicable law. Generally, under CORA, trade secrets, confidential commercial information and financial data information may not be disclosed by the City. Proposals may not be marked "Confidential" or 'Proprietary' in their entirety. By responding to this RFP, Professionals hereby waives any and all claims for damages against the City for the City's good faith compliance with CORA. **All provisions and pricing of any contract resulting from this request for proposal will be public information.**

Legal Firm Name: _____

Physical Address: _____

Remit to Address: _____

Phone: _____

Name of Authorized Agent of Firm: _____

Signature of Authorized Agent: _____

Primary Contact for Project: _____

Title: _____ Email Address: _____

Phone: _____ Cell Phone: _____

NOTE: ACKNOWLEDGEMENT IS TO BE SIGNED & RETURNED WITH YOUR PROPOSAL.



VI. **SAMPLE AGREEMENT (FOR REFERENCE ONLY – DO NOT SIGN)**

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (Agreement) made and entered into the day and year set forth in the Agreement Period section below by and between the CITY OF FORT COLLINS, COLORADO, a Colorado Municipal Corporation (City), as agent, on behalf of the POUDDRE FIRE AUTHORITY (PFA), and _____, a(n) [enter state] [business type] (Professional).

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. Scope of Service. The Professional agrees to provide Services in accordance with the Scope of Services (Services) attached as Exhibit A, consisting of [# of Pages] and incorporated herein. Irrespective of references in to named third parties in this Agreement and its Exhibits, the Professional shall be solely responsible for performance of all duties hereunder.
2. Changes. The City/PFA may, at any time during the term of the Agreement, make changes to the Agreement. Such changes shall be agreed upon in writing by the parties.
3. Agreement Period. Agreement shall commence January 1, 2027 (the Effective Date) and shall continue in full force and effect until December 31, 2027, unless sooner terminated as herein provided. In addition, at the option of the City/PFA, the Agreement may be extended for additional one-year periods not to exceed four (4) additional one-year period(s). Renewals and pricing changes shall be negotiated by and agreed to by both parties only at the time of renewal. Written notice of renewal shall be provided to the Professional no later than thirty (30) days prior to Agreement end.
4. Early Termination by City/PFA. Notwithstanding the time periods contained herein, the City/PFA may terminate this Agreement at any time without cause or penalty by providing at least ten (10) calendar days written notice of termination to the Professional.

In the event of early termination by the City/PFA, the Professional shall be paid for Services rendered up to the date of termination, subject to the satisfactory performance of the Professional's obligations under this Agreement. Professional shall submit a final invoice within ten (10) calendar days of the effective date of termination. Payment shall be the Professional's sole right and remedy for termination.

5. Notices. All notices provided under this Agreement shall be effective immediately when emailed or three (3) business days from the date of the notice when mailed to the following addresses:

Professional:

PFA:

Copy to:



Attn:

Poudre Fire Authority
Attn:
102 Remington Street
Fort Collins, CO 80524

City of Fort Collins
Attn: Purchasing Dept.
PO Box 580
Fort Collins, CO 80522
purchasing@fcgov.com

[Email Address](#)

[Email Address](#)

All notices under this Agreement shall be written.

6. Compensation. In consideration of the Services to be performed pursuant to this Agreement, the City/PFA agrees to pay the Professional in accordance with Exhibit **[choose one]**, consisting of **[# of Pages]**, attached and incorporated herein. Monthly partial payments based upon the Professional's billings and itemized statements are permissible. The amounts of all such partial payments shall be based upon the Professional's City-verified progress in completing the Services to be performed pursuant hereto and upon the City/PFA's approval of the Professional's actual reimbursable expenses. Final payment shall be made following acceptance of the Services by the City.

Invoices shall be emailed to invoices@fcgov.com with a copy to the City/PFA Project Manager. The cost of the work completed shall be paid to the Professional following the submittal of a correct itemized invoice by the Professional. The City is exempt from sales and use tax. The City's Certificate of Exemption license number is 09804502. A copy of the license is available upon written request.

The City pays undisputed invoices on Net 30 days from the date of the invoice submittal to the City/PFA or, for disputed invoices, Net 30 days from the date of City/PFA Project Manager's approval.

7. Service Standards. The Professional warrants and shall be responsible for the professional quality, technical accuracy, accessibility requirements under ADA and Public Accommodations section below, timely completion and the coordination of all Services rendered by the Professional.. The Professional shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies from such standards.
8. Indemnification. The Professional shall indemnify, defend, and hold harmless the City/PFA and its officers and employees, to the maximum extent permitted under Colorado law, against and from any and all actions, suits, claims, demands, or liability of any character whatsoever claimed by the Professional or third parties against the City/PFA arising out of or related to this Agreement (including but not limited to contract, tort, intellectual property, accessibility, or otherwise). This obligation extends to reimbursement of the City/PFA's defense costs and reasonable attorney's fees.
9. Insurance. The Professional shall maintain insurance in accordance with Exhibit C, consisting of one (1) page, attached and incorporated herein.
10. Appropriation. To the extent this Agreement or any provision in it. requires payment of any nature in fiscal years subsequent to the current fiscal year and constitutes a multiple fiscal

year debt or financial obligation of the City/PFA, it shall be subject to annual appropriation by Fort Collins City Council as required in Article V, Section 8(b) of the City Charter, City Code Section 8-186, and Article X, Section 20 of the Colorado Constitution. The City/PFA shall have no obligation to continue this Agreement in any fiscal year for which there are no pledged cash reserves or supporting appropriations pledged irrevocably for purposes of payment obligations herein. Non-appropriation by the City/PFA shall not be construed as a breach of this Agreement.

11. City Project Manager. The City will designate, before commencement of the Services, the City/PFA Project Manager who shall make, within the scope of their authority, all necessary and proper decisions with reference to the Services provided under this Agreement. All requests for contract interpretations, change order, and other clarification or instruction shall be directed to the City/PFA Project Manager.

The initial City/PFA Project Manager for this Agreement is [Enter Name] and can be reached at [\[Enter Email\]](#) or [Enter Phone]. The City/PFA Project Manager is subject to change by the City.

12. Project Status Report. Project status reports may be required by Exhibit A – Scope of Services and shall be submitted to the City/PFA Project Manager. Failure to provide any required status report may result in the suspension of the processing of any invoice.
13. Independent Contractor. The Services to be performed by the Professional are those of an independent contractor and not of an employee of the City/PFA. The City/PFA shall not be responsible for withholding or remitting any portion of the Professional's compensation hereunder or any other amounts on behalf of Professional for the payment of FICA, Workers' Compensation, unemployment insurance, other taxes or benefits or for any other purpose.
14. Personal Services. It is understood that the City/PFA enters into this Agreement based on the special abilities of the Professional and that this Agreement shall be considered as an Agreement for personal services. Accordingly, the Professional shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the City/PFA.
15. Subcontractors/Subconsultants. The Professional may not subcontract any of the Services without the prior written consent of the City/PFA, which shall not be unreasonably withheld. If any of the Services is subcontracted hereunder, with the consent of the City/PFA, then the following provisions shall apply:
 - a. the subcontractor must be a reputable, qualified firm with an established record of successful performance in its respective trade performing identical or substantially similar work;
 - b. the subcontractor will be required to comply with all applicable terms of this Agreement;
 - c. the subcontract will not create any contractual relationship between any such subcontractor and the City/PFA, nor will it obligate the City/PFA to pay or see to the

payment of any subcontractor; and

- d. the work of the subcontractor will be subject to inspection by the City/PFA to the same extent as the work of the Professional.

The Professional shall require all subcontractor/subconsultants performing Services hereunder to maintain insurance coverage naming the City/PFA as an additional insured under this Agreement and Exhibit C, consisting of one (1) page, attached and incorporated herein. The Professional shall maintain a copy of each subcontractor's/subconsultant's certificate evidencing the required insurance. Upon request, the Professional shall promptly provide the City/PFA with a copy of the certificate(s).

The Professional shall be responsible for any liability directly or indirectly arising out of the Services performed under this Agreement by a subcontractor/subconsultant, which liability is not covered by the subcontractor/subconsultant's insurance.

16. Acceptance Not Waiver. The City/PFA's approval of Project Instruments furnished hereunder shall not in any way relieve the Professional of responsibility for the quality or technical accuracy of the Services. The City/PFA's approval or acceptance of, or payment for, any of the Services shall not be construed to operate as a waiver of any rights or benefits provided to the City/PFA under this Agreement.
17. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail to or refuse to perform according to the terms of this Agreement, that party may be declared in default upon notice.
18. Remedies. In the event a party has been declared in default, that defaulting party shall be allowed a period of ten (10) calendar days from the date of notice within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to:
 - a. terminate the Agreement and seek damages;
 - b. treat the Agreement as continuing and require specific performance; or
 - c. avail themselves of any other remedy at law or equity.

In the event of a dispute between the parties regarding this Agreement, each party shall bear its own attorney fees and costs, except as provided for in the Indemnification and Technology Accessibility sections.

19. Entire Agreement; Binding Effect; Authority to Execute. This Agreement, along with all Exhibits and other documents incorporated herein, shall constitute the entire Agreement of the parties regarding this transaction and the matter recited herein. This Agreement supersedes any prior agreements, promises, or understandings as to the matter recited herein. The Agreement shall be binding upon the parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties. Covenants or representations regarding the matter recited herein, not contained in this Agreement shall not be binding on

the parties. In the event of a conflict between terms of the Agreement and any exhibit or attachment, the terms of the Agreement shall prevail. Each person executing this Agreement affirms that they have the necessary authority to sign on behalf of their respective party and to bind that party to the terms of this Agreement.

20. Law/Severability. The laws of the State of Colorado and the City of Fort Collins Charter and Municipal Code shall govern the construction, interpretation, execution and enforcement of this Agreement —without regard to choice of law or conflict of law principles. The Parties further agree that Larimer County District Court is the proper venue for all disputes. If the City/PFA subsequently agrees in writing that the matter may be heard in federal court, venue will be District Court for the District of Colorado. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that holding shall not invalidate or render unenforceable any other provision of this Agreement.
21. Use by Other Agencies. The City/PFA reserves the right to allow other state and local governmental agencies, political subdivisions, and/or school districts (collectively Agency) to use the City/PFA's award determination to the Professional. Use by any other Agency shall not have a negative impact on the City/PFA in the current term or in any future terms. Nothing herein shall be deemed to authorize or empower the Agency to act as an agent for the City/PFA in connection with the exercise of any rights hereunder, and neither party shall have any right or authority to assume or create any obligation or responsibility on behalf of the other. The other Agency shall be solely responsible for any debts, liabilities, damages, claims or expenses incurred in connection with any agreement established solely between the Agency and the Professional. The City/PFA's concurrence hereunder is subject to the Professional's commitment that this authorization shall not have a negative impact on the Services to be completed for the City/PFA.
22. Prohibition Against Unlawful Discrimination. The Professional acknowledges that the City/PFA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); C.R.S. § 24-34-401, and any associated State or Federal laws and regulations, strictly prohibits unlawful discrimination based on an individual's gender (regardless of gender identity or gender expression), race, color, religion, creed, national origin, ancestry, age forty (40) years or older, marital status, disability, sexual orientation, genetic information, or other characteristics protected by law. Pursuant to City/PFA policy, sexual orientation means a person's actual or perceived orientation toward heterosexuality, homosexuality, and bisexuality. The City/PFA also strictly prohibits unlawful harassment in the workplace, including sexual harassment. Further, the City/PFA strictly prohibits unlawful retaliation against a person who engages in protected activity. Protected activity includes an employee complaining that the employee has been discriminated against in violation of the above policy or participating in an employment discrimination proceeding.

The Professional shall comply with the City/PFA's policy for equal employment opportunity and prohibit unlawful discrimination, harassment and retaliation. This requirement also applies to all third-party subcontractors/subconsultants at every tier.

23. ADA and Public Accommodations. In performing the Services required hereunder, the Professional agrees to meet all requirements of the Americans with Disabilities Act of 1990, C.R.S. § 24-85-101, and all applicable rules and regulations (ADA), and all applicable Colorado public accommodation laws, which are imposed directly on the Professional or which would be imposed on the City/PFA as a public entity.
24. Data Privacy. Professional will comply with all applicable data privacy regulations and laws, specifically including Colorado's Privacy Act, C.R.S. § 6-1-1301 (the Privacy Act). Professional shall ensure that each person processing any personal data connected to the Services is subject to a duty of confidentiality with respect to the data. If applicable, Professional shall require that any subcontractors meet the obligations of Professional with respect to any personal data connected to this Agreement. The Parties agree that upon termination of the Services that Professional shall, at the City/PFA's choice, delete or return all personal data to the City/PFA unless retention of the personal data is required by law. Professional shall make available to the City/PFA all information necessary to demonstrate compliance with the obligations of the Privacy Act. Professional shall allow for, and contribute to, reasonable audits and inspections by the City/PFA or the City/PFA's designated auditor.
25. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, and under any other applicable law.
26. Colorado Open Records Act. Professional acknowledges the City/PFA is a governmental entity subject to the Colorado Open Records Act, C.R.S. § 24-72-200, *et seq.* (CORA), and documents in the City/PFA's possession may be considered public records subject to disclosure under the CORA. The parties agree that this Agreement and all incorporated Exhibits, unless specifically marked as Confidential, are considered public records under the CORA.
27. Delay. Time is of the essence. Subject to Force Majeure, if the Professional is temporarily delayed in whole or in part from performing its obligations, then the Professional shall provide written notice to the City/PFA within two (2) business days defining the nature of the delay. Provision of written notice under this Section shall not operate as a waiver of any rights or benefits provided to the City/PFA under this Agreement.
28. Force Majeure. No party hereto shall be considered in default in the performance of an obligation hereunder to the extent that performance of such obligation is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the party that could not reasonably have been foreseen and guarded against. Force majeure includes, but is not limited to, acts of God, fires, riots, pandemics, incendiarism, interference by civil or military authorities, compliance with regulations or orders of military authorities, and acts of war (declared or undeclared), provided the cause could not have been reasonably foreseen and guarded against by the affected party. Force majeure shall not

include increases in labor, commodity, utility, material, supply, fuel, or energy costs, or compliance with regulations or orders of civil authorities. To the extent that the performance is actually prevented, the Professional must provide notice to the City/PFA of such condition within ten (10) calendar days from the onset of the condition.

29. Special Provisions. Special provisions or conditions relating to the Services to be performed pursuant to this Agreement are set forth in Exhibit D - Confidentiality, consisting of four (4) pages; and Exhibit E – HIPPA Business Associate Agreement, consisting of nine (9) pages, incorporated herein.
30. Order of Precedence. In the event of a conflict or inconsistency within this Agreement, the conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority:
 - a. The body of this Agreement (and any written amendment),
 - b. Exhibits to this Agreement, and
 - c. The Purchase Order document.
31. Prohibited Terms. Nothing in any Exhibit or other attachment shall be construed as a waiver of any provision above. Any terms included in any Exhibit or other attachment that requires the City/PFA to indemnify or hold Professional harmless; requires the City/PFA to agree to binding arbitration; limits Professional's liability; or that conflicts with statute, City Charter or City Code in any way, shall be void.

[Signature Page Follows]



THE CITY OF FORT COLLINS, COLORADO

By: _____
Gerry Paul
Purchasing Director

Date: _____

POUDRE FIRE AUTHORITY

By: _____
Derek Bergsten
Fire Chief

Date: _____

ATTEST:

APPROVED AS TO FORM:

PROFESSIONAL'S NAME

By: _____

Printed: _____

Title: _____

Date: _____



EXHIBIT A SCOPE OF SERVICES

EXHIBIT B
BID SCHEDULE/COMPENSATION

The following pricing shall remain fixed for the initial term of this Agreement. Any applicable price adjustments may only be negotiated and agreed to in writing at the time of renewal.

EXHIBIT C INSURANCE REQUIREMENTS

The Professional will provide, from insurance companies acceptable to the City/PFA, the insurance coverage designated hereinafter and pay all costs. Before commencing work under this bid, the Professional shall furnish the City/PFA with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies.

In case of the breach of any provision of the Insurance Requirements, the City/PFA, at its option, may take out and maintain, at the expense of the Professional, insurance as the City/PFA may deem proper and may deduct the cost of the insurance from any monies which may be due or become due the Professional under this Agreement.

Insurance certificates should show the certificate holder as follows:

City of Fort Collins
Purchasing Division
PO Box 580
Fort Collins, CO 80522

Poudre Fire Authority
102 Remington Street
Fort Collins, CO 80524

The City/PFA, its officers, agents and employees shall be named as additional insureds on the Professional's general liability and automobile liability insurance policies by marking the appropriate box or adding a statement to this effect on the certificate, for any claims arising out of work performed under this Agreement.

Insurance coverages shall be as follows:

- A. Workers' Compensation & Employer's Liability. The Professional shall maintain Worker's Compensation and Employer's Liability insurance during the life of this Agreement for all of the Professional's employees engaged in work performed under this Agreement. Workers' Compensation & Employer's Liability insurance shall conform with statutory limits of \$100,000 per accident, \$500,000 disease aggregate, and \$100,000 disease each employee, or as required by Colorado law.
- B. General Liability. The Professional shall maintain during the life of this Agreement General Liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a (broad form) basis. The amount of insurance for General Liability shall not be less than \$1,000,000 combined single limits for bodily injury and property damage.
- C. Automobile Liability. The Professional shall maintain during the life of this Agreement Automobile Liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a (broad form) basis. The amount of insurance for Automobile Liability shall not be less than \$1,000,000 combined single limits for bodily injury and property damage.
- D. Errors and Omissions. The Professional shall maintain errors and omissions insurance in the amount of \$1,000,000.

EXHIBIT D CONFIDENTIALITY

IN CONNECTION WITH THE SERVICES to be provided by Professional under this Agreement, the parties agree to comply with reasonable policies and procedures with regard to the exchange and handling of confidential information and other sensitive materials between the parties, as set forth below.

1. Definitions.

For purposes of this Agreement, the party who owns the referenced information and is disclosing same shall be referenced as the "Disclosing Party." The party receiving the Disclosing Party's information shall be referenced as the "Receiving Party."

2. Confidential Information.

Confidential Information controlled by this Agreement refers to information that is not public and/or is proprietary, including but not limited to location information, network security system, business plans, formulae, processes, intellectual property, trade secrets, designs, photographs, plans, drawings, schematics, methods, specifications, samples, reports, mechanical and electronic design drawings, customer lists, financial information, studies, findings, inventions, ideas, City/PFA customer identifiable information (including account, address, billing, consumption, contact, and other customer data), utility metering data, service billing records, customer equipment information.

To the extent practical, Confidential Information shall be marked "Confidential" or "Proprietary." Nevertheless, Professional shall treat as Confidential Information all customer identifiable information in any form, whether or not bearing a mark of confidentiality or otherwise requested by the City/PFA, including but not limited to the non-exclusive list of Confidential Information above. In the case of disclosure in non-documentary form of non-customer identifiable information, made orally or by visual inspection, the Disclosing Party shall have the right, or, if requested by the Receiving Party, the obligation to confirm in writing the fact and general nature of each disclosure within a reasonable time after it is made in order that it is treated as Confidential Information. Any information disclosed to the other party before the execution of this Agreement and related to the services for which Professional has been engaged shall be considered in the same manner and be subject to the same treatment as the information disclosed after the execution of this Agreement with regard to protecting it as Confidential Information.

3. Use of Confidential Information.

Receiving Party hereby agrees that it shall use the Confidential Information solely for the purpose of performing its obligations under this Agreement and not in any way detrimental to Disclosing Party. Receiving Party agrees to use the same degree of care Receiving Party uses with respect to its own proprietary or confidential information, which in any event shall result in a reasonable standard of care to prevent unauthorized use or disclosure of the Confidential Information. Except as otherwise provided herein, Receiving Party shall keep confidential and not disclose the Confidential Information. The City/PFA and Professional shall cause each of their directors, officers, employees, agents, representatives, and subcontractors to become familiar with, and abide by, the terms of this Exhibit, which shall survive this Agreement as an on-going obligation of the Parties.

Professional shall not use such information to obtain any economic or other benefit for itself, or any third party, other than in the performance of obligations under this Agreement.

4. Exclusions from Definition.

The term "Confidential Information" as used herein does not include any data or information which is already known to the Receiving Party or which before being divulged by the Disclosing Party: (a) was generally known to the public through no wrongful act of the Receiving Party; (b) has been rightfully received by the Receiving Party from a third party without restriction on disclosure and without, to the knowledge of the Receiving Party, a breach of an obligation of confidentiality; (c) has been approved for release by a written authorization by the other party hereto; or (d) has been disclosed pursuant to a requirement of a governmental agency or by operation of law, subject to Paragraph 5 below.

5. Required Disclosure.

Notwithstanding Paragraph 4(d) above, if the Receiving Party receives a request (by interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process, or by federal, state, or local law, including without limitation, the Colorado Open Records Act) to disclose any Confidential Information, the Parties agree the Receiving Party will provide the Disclosing Party with immediate notice of such request, so the Disclosing Party may seek an appropriate protective order before disclosure or waive the Receiving Party's compliance with this Exhibit.

The Receiving Party shall furnish a copy of this Exhibit with any disclosure.

Notwithstanding this Paragraph 5, Receiving Party shall not disclose Confidential Information to any person, directly or indirectly, nor use it in any way, except as required by law or authorized in writing by Disclosing Party.

6. Red Flags Rules.

If applicable, Professional must implement reasonable policies and procedures to detect, prevent and mitigate the risk of identity theft in compliance with the Identity Theft Red Flags Rules found at 16 Code of Federal Regulations part 681. Further, Professional must take appropriate steps to mitigate identity theft if it occurs with any of the City/PFA's covered information and must notify the City/PFA in writing within twenty-four (24) hours of discovery of any breaches of security or Red Flags to the City/PFA.

7. Data Protection and Data Security.

Professional shall have in place information security safeguards designed to conform to or exceed industry best practices regarding the protection of the confidentiality, integrity and availability of Confidential Information and shall have written agreements requiring any subcontractor to meet those standards. These information security safeguards (the "Information Security Program") shall be materially consistent with, or more stringent than, the safeguards described in this Exhibit.

(a) Professional's information security safeguards shall address the following elements:

- Data Storage, Backups and Disposal
- Logical Access Control (e.g., Role-Based)
- Information Classification and Handling
- Secure Data Transfer (SFTP and Data Transfer Specification)
- Secure Web Communications

- Network and Security Monitoring
- Application Development Security
- Application Security Controls and Procedures (User Authentication, Security Controls, and Security Procedures, Policies and Logging)
- Incident Response
- Vulnerability Assessments
- Hosted Services
- Personnel Security

(b) Subcontractors. Professional may use subcontractors, though such activity shall not release or absolve Professional from the obligation to satisfy all conditions of this Agreement, including the data security measures described in this Exhibit, and to require a substantially similar level of data security, appropriate to the types of services provided and Confidential Information received, for any subcontractor Professional may use. Accordingly, any release of data, confidential information, or failure to protect information under this Agreement by a subcontractor or affiliated party shall be attributed to Professional and may be considered to be a material breach of this Agreement.

8. Information Storage. Confidential Information is not to be stored on any local workstation, laptop, or media such as CD/DVD, USB drives, external hard drives or other similar portable devices unless the Professional can ensure security for the Confidential Information so stored. Workstations or laptops to be used in the Services will be required to have personal firewalls on each, as well as have current, active anti-virus definitions.
9. Continuing Obligation. The agreement not to disclose Confidential Information as set forth in this Exhibit shall apply during the term of the Services and or Agreement and at any time thereafter unless specifically authorized by the City/PFA in writing.
10. Termination Remedy. If Professional breaches any of the terms of this Exhibit, in the City/PFA's sole discretion, the City/PFA may immediately terminate this Agreement and withdraw Professional's right to access Confidential Information.
11. Return of Information. Notwithstanding any other provision of this Agreement to provide Project Instruments and work product, all material, i.e., various physical forms of media in which Confidential Information is stored, including but not limited to writings, drawings, tapes, diskettes, prototypes or products, shall remain the sole property of the Disclosing Party and, upon request, shall be promptly returned, together with all copies thereof to the Disclosing Party. Upon return of such materials, all digital and electronic data shall also be deleted in a non-restorable way by which it is no longer available to the Receiving Party. Upon Disclosing Party's request, written verification of the deletion (including date of deletion) is to be provided to the Disclosing Party within ten (10) days after completion of engagement, whether it be via termination, completion or otherwise.
12. Injunctive Relief. Professional Receiving Party acknowledges that the Disclosing Party may, based upon the representations made in this Agreement, disclose security information that is critical to the continued success of the Discloser's business. Accordingly, Receiving Party agrees that the Disclosing Party does not have an adequate remedy at law for breach of this Agreement and therefore, the Disclosing Party shall be entitled, as a non-exclusive remedy,

and in addition to an action for damages, to seek and obtain an injunction or decree of specific performance or any other remedy, from a court of competent jurisdiction to enjoin or remedy any violation of this Agreement.

EXHIBIT E

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into on this date of _____ (the "Effective Date"), by and between City of Fort Collins ("Covered Entity") and _____ ("Business Associate").

RECITALS:

WHEREAS, Covered Entity and Business Associate mutually desire to outline their individual responsibilities with respect to the use and/or disclosure of Protected Health Information ("PHI") as mandated by the Privacy Rule promulgated under the Administrative Simplifications subtitle of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") including all pertinent regulations issued by the U.S. Department of Health and Human Services as outlined in 45 C.F.R. Parts 160, 162 and 164; ("HIPAA Privacy Rules and/or Security Standards") and

WHEREAS, Covered Entity and Business Associate understand and agree that the HIPAA Privacy Rules and Security Standards requires the Covered Entity and Business Associate enter into a Business Associate Agreement which shall govern the use and/or disclosure of PHI and the security of PHI and ePHI.

NOW, THEREFORE, the parties hereto agree as follows:

Article I. Definitions. When used in this Agreement and capitalized, the following terms have the following meanings:

Section 1.01 "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of PHI which comprises the security or privacy of such information. However, the term 'breach' shall not include (1) any unintentional acquisition, access, or use of PHI by an employee or individual acting under the authority of a covered entity or business associate if such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate; and such information is not further acquired, accessed, used, or disclosed by any person; or (2) any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and (3) any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

Section 1.02 "Electronic Protected Health Information" or "ePHI" shall mean Protected Health Information transmitted by electronic media or maintained in electronic media.

Section 1.03 "Individual" shall have the same meaning as the term "Individual" in 45 C.F.R. §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).

- Section 1.04 "Privacy Rule" shall mean the Standards for Privacy of Individual Identifiable Health Information as set forth at 45 C.F.R. Parts 160 and 164 Subparts A and E.
- Section 1.05 "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- Section 1.06 "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.501.
- Section 1.07 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- Section 1.08 "Security Incident" shall mean any attempted or successful unauthorized access, use, disclosure, modification or destruction of information or systems operations in an electronic information system.
- Section 1.09 "Security Rule" shall mean the Standards for Security of PHI, including ePHI, as set forth at 45 C.F.R. Parts 160 and 164 Subpart C.
- Section 1.10 "Unsecured Protected Health Information" shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.

Terms used but not defined in this Agreement shall have the same meaning as those terms in the HIPAA regulations.

Article II. Obligations and Activities of Business Associate Regarding PHI.

- Section 2.01 Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.
- Section 2.02 Business Associate shall implement and maintain administrative, physical, and technical safeguards consistent with industry-recognized security standards. To the extent applicable, Business Associate shall implement recognized security practices as described in Section 13412 of the HITECH Act (as amended). Upon request, Business Associate shall provide documentation reasonably sufficient to demonstrate compliance with such safeguards. Section 2.03 Business Associate agrees to ensure that any agents, including sub-contractors (excluding entities that are merely conduits), to whom it provides PHI agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- Section 2.04 Business Associate agrees to provide access, at the request of Covered Entity, and in a reasonable time and manner designated by Covered Entity, to PHI in

a Designated Record Set that is not also in Covered Entity's possession, to Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.524.

- Section 2.05 Business Associate agrees to make any amendment to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 in a reasonable time and manner designated by Covered Entity.
- Section 2.06 Business Associate agrees to make internal practices books and records relating to the use and disclosure of PHI available to the Secretary, in a reasonable time and manner as designated by the Covered Entity or Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule. Business Associate shall immediately notify Covered Entity upon receipt or notice of any request by the Secretary to conduct an investigation with respect to PHI received from the Covered Entity.
- Section 2.07 Business Associate agrees to document any disclosures of PHI that are not excepted under 45 C.F.R. § 164.528(a)(1) as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- Section 2.08 Business Associate agrees to provide to Covered Entity or an Individual, in a time and manner designated by Covered Entity, information collected in accordance with paragraph (g) above, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- Section 2.09 Business Associate agrees to use or disclose PHI pursuant to the request of Covered Entity; provided, however, that Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

Article III. Permitted Uses and Disclosures of PHI by Business Associate.

- Section 3.01 Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, Covered Entity provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.
- Section 3.02 Business Associate may use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.
- Section 3.03 Business Associate may disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate if:
- (i) such disclosure is Required by Law, or

- (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

Section 3.04 Business Associate shall limit the PHI to the extent practicable, to the limited data set or if needed by the Business Associate, to the minimum necessary to accomplish the intended purpose of such use, disclosure or request subject to exceptions set forth in the Privacy Rule.

Section 3.05 Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

Article IV. Obligations of Covered Entity Regarding PHI.

Section 4.01 Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.

Section 4.02 Covered Entity shall provide Business Associate with any changes in, or revocation of, authorization by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

Section 4.03 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, if such restrictions affect Business Associate's permitted or required uses and disclosures.

Section 4.04 Covered Entity shall require all of its employees, agents and representatives to be appropriately informed of its legal obligations pursuant to this Agreement and the Privacy Rule and Security Standards required by HIPAA and will reasonably cooperate with Business Associate in the performance of the mutual obligations under this Agreement.

Article V. Security of Protected Health Information.

Section 5.01 Business Associate has implemented policies and procedures to ensure that its receipt, maintenance, or transmission of all protected health information ("PHI"), either electronic or otherwise, on behalf of Covered Entity complies with the applicable administrative, physical, and technical safeguards required protecting the confidentiality, availability and integrity of PHI as required by the HIPAA Privacy Rules and Security Standards.

Section 5.02 Business Associate shall not subcontract any function involving PHI without prior written notice to Covered Entity. Covered Entity reserves the right to

reasonably object to any such subcontractor. Business Associate shall ensure that any subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate under this Agreement.

Section 5.03 Without unreasonable delay, and in no event later than ten (10) calendar days after discovery, Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, including any Breach of Unsecured PHI and any Security Incident.

Such notice shall include, to the extent known at the time: (i) the nature of the breach; (ii) the PHI involved; (iii) identification of affected individuals; (iv) corrective actions taken or planned; and (v) mitigation efforts.

Business Associate shall:

- (a) promptly take all necessary steps to mitigate harmful effects of any impermissible use or disclosure;
- (b) cooperate fully with Covered Entity in investigation, notification, and remediation; and
- (c) bear all costs associated with breach notification and mitigation to the extent required by law and attributable to Business Associate.

Section 5.04 Business Associate agrees to establish procedures to mitigate, to the extent possible, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.

Section 5.05 Business Associate agrees to immediately notify Covered Entity upon discovery of any Breach of Unsecured Protected Health Information (as defined in 45 C.F.R. §§ 164.402 and 164.410) and provide to Covered Entity, to the extent available to Business Associate, all information required to permit Covered Entity to comply with the requirements of 45 C.F.R. Part 164 Subpart D.

Section 5.06 Covered Entity agrees and understands that the Covered Entity is independently responsible for the security of all PHI in its possession (electronic or otherwise), including all PHI that it receives from outside sources including the Business Associate.

Section 5.07 Business Associate shall not disclose PHI to any tracking technology vendor (including but not limited to analytics or web tracking tools) unless:

- (i) such disclosure is permitted under applicable law; and
- (ii) Business Associate has entered into a compliant business associate agreement with such vendor.

Section 5.08 Business Associate shall defend, indemnify, and hold harmless Covered Entity and its officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- (i) any breach of this Agreement;
- (ii) any violation of applicable privacy laws; or
- (iii) any act or omission of Business Associate or its subcontractors involving PHI.

Section 5.09 Business Associate shall maintain insurance, including cyber liability coverage, in amounts consistent with City of Fort Collins contracting requirements. Upon request, Business Associate shall provide proof of such coverage.

Article VI. Term and Termination.

Section 6.01 Term. This Agreement shall be effective as of the Effective Date and shall remain in effect until the Business Associate relationship with the Covered Entity is terminated and all PHI is returned, destroyed or is otherwise protected as set forth in Section 7(d).

Section 6.02 Termination for Cause by Covered Entity. Covered Entity may immediately terminate its contract(s) or business association with Business Associate if Covered Entity determines that Business Associate has violated a material term of the contract, to include this Agreement.

Section 6.03 Termination by Business Associate. This Agreement may be terminated by Business Associate upon 30 days prior written notice to Covered Entity in the event that Business Associate, acting in good faith, believes that the requirements of any law, legislation, consent decree, judicial action, governmental regulation or agency opinion, enacted, issued, or otherwise effective after the date of this Agreement and applicable to PHI or to this Agreement, cannot be met by Business Associate in a commercially reasonable manner and without significant additional expense.

Section 6.04 Effect of Termination. Upon termination of this Agreement for any reason, at the request of Covered Entity, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall not retain any copies of the PHI unless necessary for proper document retention/archival purposes only or if such PHI is stored as a result of backup email systems that store emails for emergency backup purposes. If the 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 infeasible, for so long as Business Associate maintains such PHI.

Article VII. Amendment.

The parties may agree to amend this Agreement from time to time in any other respect that they deem appropriate. This Agreement shall not be amended except by written instrument executed by the parties.

Article VIII. Severability.

The parties intend this Agreement to be enforced as written. However, (i) if any portion or provision of this Agreement will to any extent be declared illegal or unenforceable by a duly authorized court having jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, will not be affected thereby, and each portion and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (ii) if any provision, or part thereof, is held to be unenforceable because of the duration of such provision, the Covered Entity and the Business Associate agree that the court making such determination will have the power to modify such provision, and such modified provision will then be enforceable to the fullest extent permitted by law.

Article IX. Notices.

All notices, requests, consents and other communications hereunder will be in writing, will be addressed to the receiving party's address set forth below or to such other address as a party may designate by notice hereunder, and will be either (i) delivered by hand, (ii) made facsimile transmission, (iii) sent by overnight courier, or (iv) sent by registered mail or certified mail, return receipt requested, postage prepaid.

If to the Covered Entity:

Poudre Fire Authority
Attn: Derek Bergsten, Fire Chief
102 Remington Street
Fort Collins, CO 80522

Copy:

City of Fort Collins
Attn: Purchasing Dept.
PO Box 580
Fort Collins, CO 80522

If to the Business Associate:

Attn:

Article X. Regulatory References.

A reference in this Agreement to a section in the Privacy Rule means the referenced section or its successor, and for which compliance is required.

Article XI. Headings and Captions.

The headings and captions of the various subdivisions of the Agreement are for convenience of reference only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

Article XII. Entire Agreement.

This Agreement sets forth the entire understanding of the parties with respect to the subject matter set forth herein and supersedes all prior agreements, arrangements and communications, whether oral or written, pertaining to the subject matter hereof.

Article XIII. Binding Effect.

The provisions of this Agreement shall be binding upon and shall inure to the benefit of both Parties and their respective successors and assigns.

Article XIV. No Waiver of Rights, Powers and Remedies.

No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, will operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, will preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto will not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement will entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent will be deemed to be or will constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver or consent.

Article XV. Governing Law.



This Agreement will be governed by and construed in accordance with the laws of the State of Colorado.

Article XVI. Interpretation.

It is the Parties' intent to comply strictly with all applicable laws, including without limitation, HIPAA, state statutes, or regulations (collectively, the "Regulatory Laws"), in connection with this Agreement. In the event there shall be a change in the Regulatory Laws, or in the reasoned interpretation of any of the Regulatory Laws or the adoption of new federal or state legislation, any of which are reasonably likely to materially and adversely affect the manner in which either Party may perform or be compensated under this Agreement or which shall make this Agreement unlawful, the Parties shall immediately enter into good faith negotiations regarding a new arrangement or basis for compensation pursuant to this Agreement that complies with the law, regulation or policy and that approximates as closely as possible the economic position of the Parties prior to the change. In addition, the Parties hereto have negotiated and prepared the terms of this Agreement in good faith with the intent that each and every one or the terms, covenants and conditions herein be binding upon and inure to the benefit of the respective Parties. To the extent this Agreement is in violation of applicable law, then the Parties agree to negotiate in good faith to amend this Agreement, to the extent possible consistent with its purposes, to conform to law.

Article XVII. Audit/Compliance.

Upon reasonable notice, Covered Entity may request documentation sufficient to verify Business Associate's compliance with this Agreement, including security policies, procedures, or third-party audit reports.

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

Business Associate:

By: _____

Printed: _____

Title: _____

Covered Entity:

THE CITY OF FORT COLLINS

By: _____

Printed: _____

Title: _____