

**ADAMS COUNTY, COLORADO  
PURCHASE OF SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this 3<sup>rd</sup> day of January 2017, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and **TRI-COUNTY HEALTH DEPARTMENT** located at 6162 S. Willow Drive, #100, Greenwood Village, CO 80111, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

**1. SERVICES OF THE CONTRACTOR:**

- 1.1. All work shall be in accordance with the attached scope of services attached hereto as **Exhibit A**, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. **Emergency Services:** In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

**2. RESPONSIBILITIES OF THE COUNTY:** The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement, as referenced in Section 1 above.

**3. TERM:**

- 3.1. **Term of Agreement:** The initial term of this Agreement shall be for one (1) year from the date of execution, unless sooner terminated as specified elsewhere herein.
- 3.2. **Extension Options:** The County, at its sole option, may offer to extend this Agreement as necessary for up to two (2) option year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor.

**4. PAYMENT AND FEE SCHEDULE:** The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, in an amount of **one hundred twenty-six thousand, one hundred-four dollars and no cents (\$126,104.00).**

4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts, and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

6. **NONDISCRIMINATION:** The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.

6.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement, subject to the limitations set forth in the Colorado Governmental Immunity Act, C.R.S. § 24-10-101.

8. **INSURANCE:** If the Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act ("Act") §§ 24-10-101, et seq., C.R.S., as amended, the Contractor shall at all times during the term of this Contract maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the County, the Contractor shall show proof of such insurance and proof of workers compensation insurance coverage as required by Colorado Statutes.

**9. TERMINATION:**

- 9.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- 9.2. For Convenience: Either party may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

**10. MUTUAL UNDERSTANDINGS:**

- 10.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be in Adams County, Colorado.
- 10.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, that to the current knowledge and belief of the Contractor that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 10.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 10.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or County personnel.

- 10.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 10.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 10.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 10.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

**County:**

Department: Adams County Human Services Children and Family Services  
 Contact: Ellen Sandoval, LCSW, Client Services Manager  
 Address: 7401 North Broadway  
 City, State, Zip: Denver, Colorado 80221  
 Office Number: 303.412.5089  
 Email: [esandoval@adcogov.org](mailto:esandoval@adcogov.org)

Department: Adams County Purchasing Division  
 Address: 4430 South Adams County Parkway, Suite C4000A  
 City, State, Zip: Brighton, Colorado 80601

Department: Adams County Attorney's Office  
 Address: 4430 South Adams County Parkway  
 City, State, Zip: Brighton, Colorado 80601

**Contractor:**

Company: Tri-County Health Department  
 Contact: John M. Douglas, Jr., M.D., Executive Director  
 Address: 6162 South Willow Drive, #100  
 City, State, Zip: Greenwood Village, Colorado 80111  
 Office Number: 303.220.9200  
 E-mail: [jdouglas@tchd.org](mailto:jdouglas@tchd.org)

- 10.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 10.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 10.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 11. Governmental Immunity**: All activities performed under this Agreement are hereby declared to be governmental functions. The parties to this Agreement, and their personnel complying with or reasonably attempting to comply with this Agreement or any ordinance, order, rule, or regulation enacted or promulgated pursuant to the provisions of this Agreement shall be deemed to be operating within the scope of their duties and responsibilities and in furtherance of said governmental functions.

The parties also acknowledge that each party, their officers and employees, are relying on, and do not waive or intend to waive, by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. as it is from time to time amended, or otherwise available to the parties, their officers, or employees

**12. CHANGE ORDERS:**

- 12.1. Change Orders: The County from time to time, may require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the request for proposal, or, if no provision exists, pursuant to the terms of the Change Order.

**13. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:**  
Not Applicable.

**14. SUPPLEMENTAL FEDERAL PROVISIONS- (FFATA)**

State of Colorado Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders Subject to The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended Revised as of 3-20-13. Per Exhibit A reference.

**CONTRACTOR'S CERTIFICATION OF COMPLIANCE:**

Not Applicable

**Signature Page**

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto.

**BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO**

By: *Steven J. Donald*  
Chair

Date: *1/3/16*

**CONTRACTOR  
TRI-COUNTY HEALTH DEPARTMENT**

By: John M. Douglas, Jr., M.D.  
Executive Director

Date: *12/21/16*

Name (Print or Type)

Authorized Signature *John M. Douglas, Jr.*

Title

Attest:  
Stan Martin, Clerk and Recorder

*E. H. Annas*  
Deputy Clerk

**APPROVED AS TO FORM:**  
Adams County Attorney's Office

By: *D. Coetz*  
Attorney's Signature

**NOTARIZATION:**

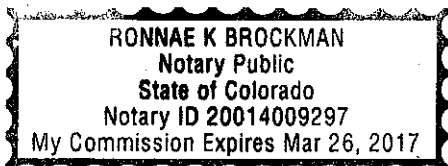
COUNTY OF *Arapahoe* )  
STATE OF *Colorado* ) SS.

Signed and sworn to before me this *21<sup>st</sup>* day of *December*, 2016,

by *John M. Douglas, Jr., M.D.*

Notary Public *Ronae Brockman*

My commission expires on: *3/26/2017*



## **EXHIBIT A**

(All Documents following this page of the Agreement)

### **Exhibit:**

1. Scope of Services



## **EXHIBIT A**

### **Scope of Services**

#### **Early Crisis Intervention Program (ECI):**

The Contractor will coordinate with the County's Human Services Department, Children and Family Division, (refer to hereafter as the "County"), for implementation of this program: The program will be designed to help stabilize 30-50 families a year in crises, who are referred by the County. The program will focus on parenting, health issues, maintaining family integrity, improving family dynamics, and facilitating positive behavior change, nursing case management to address any existing health issues, and supporting families in making long lasting modifications within their family system that will keep them from returning to the child welfare system and keeping children in the home.

The Program will include the following components:

#### **I. Services**

All services provided shall relate to the intentions of the Colorado General Assembly and pursuant to CRS 19-3-208 Services- county required to provide-rules", and pursuant to the Colorado Family Preservation Act, §§ 26-5-101, et seq., C.R.S., as amended.

The program services shall be coordinated between the Contractor's Early Crisis Intervention Program nurses and the County Human Services, Children and Family Division. Families who are involved with the program are referred to ECI for a four (4) month intervention that includes nurse home visits that are focused on parenting and health issues. The goal of the program is to keep children in the home. If removed, the goal is to expedite their return into the home and to decrease the likelihood of future County involvement. The program also works on expanding parenting skills and increasing health knowledge to decrease the likelihood of future County involvement. Example of Services:

- Nursing case management to address any existing health issues
- Assisting families to advocate and to navigate complex health care systems on their own
- Following through with the families on long term behavioral change
- Address parenting and life course development, as well as, longer term case management to help increase chances of success
- Telephone contact will be made within 48 hours when a home visit is not possible.
- Engagement attempts include: Two (2) telephone calls, a letter, and a nurse visit (going to the house to attempt contact).
- Length of time and intensity of services: 4 months
  - Weekly home visits for the first 3 weeks, and bi-weekly visits for the remainder of the time
  - Home visits are 1 to 1 ½ hours in length
  - The initial home visit will take place within 48 hours, when possible, of the initial referral made by the County.

**A. Contractor's Staff** in the ECI Program shall be:

- Nurses with a minimum of a BSN
- Specialists in Public Health, as well as, Home Visitation

**B. Anticipated Outcomes and Performance Measures**

- Reduce the risk of out of home placement
- Reduce the risk of abuse and neglect
- Shorten the length of out of home placement
- Children will live in the least restrictive and safe environments
  1. 85% of the children served who are in their home, will remain in their original home.
  2. 90% of the families involved in the service will not have a founded referral for abuse and/or neglect within 12 months of service completion.

**C. Service Recipients**

- Families with children between the ages of birth to eight (8) years old who are involved in with the Children and Family Division as a result of child abuse, neglect and/or juvenile delinquency and who are at imminent risk of removal.
- Families with a County open assessment or open case where the goal of the child is to remain home or reunification.
- Cases may be court involved or voluntary.

**D. Reporting**

The Contractor will complete and submit weekly reports, as well as, provide daily phone or email updates to the County. All reports must include the dates and duration of services, progress on goals, client participation, and client strengths and challenges.

**E. Invoicing**

Contractor will be responsible for submitting invoices by the 8<sup>th</sup> of the each subsequent month.

**F. Payment and Fee Schedule**

Fixed rate agreement to be paid to the contractor on a monthly basis at the rate of 1/12<sup>th</sup> of the total agreement each month.