

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

THIS AGREEMENT ("Agreement") is made this 1st day of September 2016, 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 **RESULTS LEARNING, LLC**, located at 7350 E. Progress Place, Suite 102, Greenwood, Village, Colorado 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.
- 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 or otherwise within the expertise of the Contractor) 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 **Exhibit A**.

3. TERM:

- 3.1. Term of Agreement: 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 one (1) option year extension 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 **twelve thousand dollars and no cents (\$12,000.00)**.

- 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. **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.
 - 5.1. 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.

6. **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.

7. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:
 - 7.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.
 - 7.1.1. Each Occurrence: \$1,000,000
 - 7.1.2. General Aggregate: \$2,000,000

 - 7.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.
 - 7.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)
 - 7.2.2. Personal Injury Protection: Per Colorado Statutes

 - 7.3. **Workers' Compensation Insurance:** Per Colorado Statutes

 - 7.4. **Professional Liability Insurance:** to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.
 - 7.4.1. Each Occurrence: \$1,000,000
 - 7.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

 - 7.5. **Adams County as "Additional Insured":** The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:

- 7.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
- 7.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
- 7.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

7.6. **Licensed Insurers:** All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

7.7. **Endorsement:** Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

7.8. **Proof of Insurance:** At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage's or policies required under this Agreement.

8. **TERMINATION:**

8.1. **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.

8.2. **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.

9. **MUTUAL UNDERSTANDINGS:**

9.1. **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.

- 9.2. 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 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).
- 9.3. 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.
- 9.4. 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.
- 9.5. 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.
- 9.6. 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.
- 9.7. 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:	Edie E. Winters, Permanency Manager
Address:	7401 North Broadway
City, State, Zip:	Denver, Colorado 80022
Office Number:	303.412.5091
E-mail:	EWinters@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: Results Learning, LLC
Contact: Tammy English
Address: 7350 E. Progress Place, Suite 102
City, State, Zip: Greenwood Village, Colorado 80111
Office Number: 303.389.9371
E-mail: tenglish@results-learning.com

- 9.8. **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.
- 9.9. **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.
- 9.10. **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.

10. CHANGE ORDERS OR EXTENSIONS:

- 10.1. **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 terms of the Change Order.

11. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 11.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

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

12. 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.

ATTACHMENT A
(All Documents following this page of the Agreement)

Attachments:

1. **Exhibit A** Scope of Services

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EXHIBIT A

**RESULTS
LEARNING**

Academic Coaching Personalized to Each Student's Learning Style

February 29, 2016

Adams County Department of Human Services
Edie Winters
303-412-5091
7401 N. Broadway
Denver, CO 80221

Edie Winters,

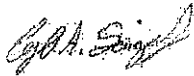
Please find below the details of Results Learning's fee structure for providing academic coaching services to youths.

Results Learning's fee structure is as follows:

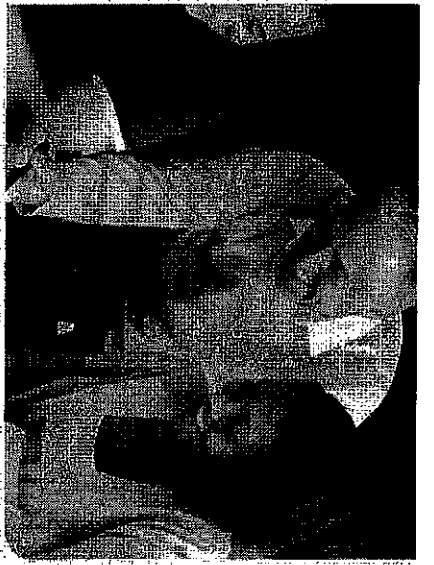
- \$150.00 for each youth's initial consult and mileage accrued at the federal mile reimbursement rate of .54 cents per mile
- \$52.50 per coaching hour plus mileage reimbursement at the federal reimbursement rate of .54 cents for mileage accrued over 20 miles from Results Learning's office.

Thank you for your time and the opportunity the Adams County Department of Human Services is providing Results Learning.

Sincerely,



Cyle Feingold
Executive Director



ACADEMIC COACHING

Homework Coaching

Is your child's struggle with homework causing daily frustration? Our coaches alleviate stress, by teaching him or her to plan, prioritize, and initiate the process and help execute concepts successfully by re-teaching classroom content.

Organizational and Study Skills Coaching (Executive Function Coaching)

Our proven Executive Function coaching is designed to help your child succeed in school and life. Guiding him or her through each step, we build buy-in and accountability and foster critical skills, including:

- Organization and study strategies
- Time management
- Long-term planning and self-advocacy

Effective and convenient programs are offered one-on-one in your child's home or school. Group programs are offered at locations throughout the Denver metro area.

RESULTS³⁶⁰ LEARNING

7350 E. Progress Place Suite 102
Greenwood Village, CO 80111
www.results-learning.com

Academic Coaching, Personalized
for Your Child's Learning Style

(303) 771-1160 | www.results-learning.com

RESULTS³⁶⁰ LEARNING

STOP THE
FRUSTRATION.

START
THE SUCCESS.

Results Learning opens the door to academic success through academic coaching and tutoring personalized to your child's learning style, in the areas of:

- Reading
- Writing
- ACT Preparation
- Homework Completion
- Organization and Study Skills



RESULTS LEARNING

- ✓ Is your child not being taught the way/he or she learns best?
- ✓ Is homework causing frustration and arguments in your family?
- ✓ Are you looking for a way to help your child meet his or her full academic potential?

If so, we can help!

At Results Learning, our coaches work with students with a wide range of learning styles and provide your child with the tools needed to overcome academic challenges and frustrations, build confidence, and gain skills for success.

Using professional expertise, individual attention, and content tailored to your child's learning strengths, we create stress-free paths to academic achievement. Our programs are specifically designed to produce results for children and teens struggling with:

- Needs and learning styles that aren't being met in traditional classrooms
- ADHD
- Dyslexia
- Executive Function Disorder
- Processing and memory deficits
- English language barriers

With Results Learning,

our children can achieve academic success.

Call (303) 774-0100 or visit us at

www.results-learning.com

READING PROGRAMS

Based on *F.A.S.T. Foundations*, and *Wilson Reading Systems*.

One-on-One Reading Coaching

Using proven, intensive, systematic phonics reading programs, our coaches help your child improve decoding, fluency, comprehension, vocabulary, and spelling.

Group Reading Programs

Effective and affordable, our group reading programs pair your child with 3-4 peers of similar age and skill level to build critical skills within a small group setting.

"My son has grown two years in reading and spelling in less than three months working with a Results Learning academic coach at my home."

—Steve and Rochelle P., Littleton, CO

WRITING PROGRAMS

Preparing to Write

Our proven writing program turns writing into multi-sensory instruction to improve your child's writing skills. A fun and engaging platform, this program teaches him or her to:

- Write with conviction and clarity
- Effectively transfer ideas to paper
- Improve fluency and increase word choice



"I'm amazed at the change in my son after only six weeks of coaching! Homework was always a negative experience, often resulting in frustration and sometimes even tears. After working with his coach his confidence is high, he can see how his efforts are helping his grades, and he can do his homework on his own!"

—Holly B., Denver, CO

COLLEGE READINESS PROGRAMS

ACT SUCCESS—Small Group

ACT Prep Program

Getting ready to take college entrance exams is stressful, especially for students with non-traditional learning styles. Working in groups of 3-4 students, our coaches help your child overcome fears, build academic skills and test-taking strategies, and alleviate test anxiety using mock exams and a simulated test-taking environment.

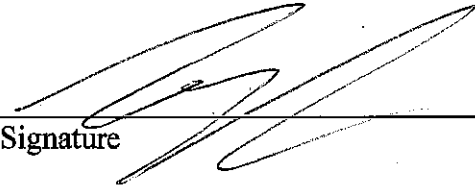
CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

RESULTS LEADERSHIP, LLC
Company Name

8-22-2010
Date


Signature

CYLE FEINGOLD
Name (Print or Type)

EXECUTIVE DIRECTOR / CEO
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

Signature Page

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

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

By: [Signature] _____ Date: 9-1-16 _____
Director

**CONTRACTOR
RESULT S LEARNING, LLC.**

By: Cyle Feingold _____ Date: 8.22.16 _____
Name (Print or Type) Authorized Signature
[Signature] _____ Title: EXECUTIVE DIRECTOR / CEO

Attest:
Stan Martin, Clerk and Recorder

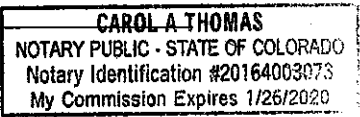
[Signature] _____
Deputy Clerk

APPROVED AS TO FORM:
Adams County Attorney's Office

By: [Signature] _____
Attorney's Signature

NOTARIZATION:
COUNTY OF ARAPAHOE)
STATE OF COLORADO)SS.

Signed and sworn to before me this 22 day of AUGUST, 2016,
by [Signature] _____
Notary Public



My commission expires on: 1/26/2020