

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

THIS AGREEMENT ("Agreement") is made this 27<sup>th</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 **AMANDA OWENS, LCSW**, located at 36 South Hudson Street, Denver, Colorado, 80246, 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 **Attachment A**, and incorporated herein by reference. Should there be any discrepancy between Attachment 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 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 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. **Renewal Options:** The County, at its sole option, may offer to renew this Agreement as necessary for up to two, one year renewals providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such renewals 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 not to exceed **ten thousand dollars and no cents** (\$10,000.00).

- 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. **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.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence: \$1,000,000

8.1.2. General Aggregate: \$2,000,000

- 8.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
- 8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)
  - 8.2.2. Personal Injury Protection: Per Colorado Statutes
- 8.3. Workers' Compensation Insurance: Per Colorado Statutes Not Applicable.
- 8.4. 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.
- 8.4.1. Each Occurrence: \$1,000,000
  - 8.4.2. 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.
- 8.5. 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:
- 8.5.1. 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.
  - 8.5.2. 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.
  - 8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 8.6. 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.
- 8.7. 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.

8.8. 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.

**9. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS**

9.1 Notwithstanding anything else set forth in this Agreement, if Contractor fails to comply with all terms of this contract, including but not limited to, its obligation to perform its work in a workmanlike manner in accordance with all codes, plans, specifications and industry standards, Contractor shall be liable to County for all damages arising from the breach, including but not limited to, all attorney fees, costs and other damages

10. WARRANTY: Not Applicable

**11. TERMINATION:**

11.1. 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.

11.2. For Convenience: The County 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.

**12. MUTUAL UNDERSTANDINGS:**

12.1. 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 with the 17<sup>th</sup> Judicial District, Colorado.

12.2. 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).

- 12.3. 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.
- 12.4. 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
- 12.5. 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.
- 12.6. 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.
- 12.7. 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.
- 12.8. 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: Human Services Department –Children and Family Center  
 Contact: Ellen Sandoval, LCSW  
 Address: 7401 North Broadway  
 City, State, Zip: Denver, Colorado 80221  
 Office Number: 303.412.5088  
 E-mail: [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:**  
Contractor: Amanda Owens, LCSW  
Contact: Amanda Owens  
Address: 36 South Hudson Street  
City, State, Zip: Denver, CO 80246  
Phone: 720.935.3509  
E-mail: [amandapitts@comcast.net](mailto:amandapitts@comcast.net)

- 12.9. 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.
- 12.10. 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.
- 12.11. 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.

**13. AMENDMENTS, CHANGE ORDERS OR EXTENSION:**

- 13.1. Amendments or Change Orders: The County may, from time to time, 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 Solicitation, or, if no provision exists, pursuant to the terms of the Amendment or Change Order.
- 13.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

**14. 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:

- 14.1. 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.

- 14.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 14.3. 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.
- 14.4. 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.
- 14.5. 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.
- 14.6. 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.
- 14.7. 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).
- 14.8. 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.

**15. 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.

**LAWFUL PRESENCE AFFIDAVIT**

I, ADRE LOS, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one and include a photocopy of identification produced - see below list):

- I am a United States Citizen, or
- I am a legal Permanent Resident of the United States, or
- I am otherwise lawfully present in the United States pursuant to Federal law

(note: additional verification will be required through the "SAVE" program\*).

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

ADRE LOS  
Signature

1/23/17  
Date

**COUNTY USE ONLY**

Identification Produced (check one):

- Colorado Drivers License
- Colorado Identification Card
- United States Military Card
- United States Military Dependent's Card
- United States Coast Guard Merchant Mariner Card
- Native American Tribal Document

\*Verification to be completed through the "SAVE" program.

Identification produced to: Heide Ellis, of Adams County. HE  
Name of county employee Initials  
Finance/Purchasing Division





*Amanda Leigh Pitts*  
Eyes: BR Hair: BR

AMANDA LEIGH PITTS  
516 HOLLY STREET  
DENVER, CO 80222

# Colorado Driver License

03-097-0367

Class: R

End:

Rest:

Ht: 5'05" Wt: 120

Voic:

Expires: 02-03-2017

Issued: 07-28-2012

DOB: 02-03-1975

Previous Type:

Sex: F

*Amanda Leigh Pitts*

**Signature Page**

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

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

By: [Signature]  
Director

1-27-17  
Date:

**CONTRACTOR  
AMANDA OWENS, LCSW**

By: Amanda Owens, LCSW  
Name (Print or Type)

Jan. 3, 2017  
Date:

[Signature]  
Authorized Signature

LCSW  
Title

**Attest:**  
Stan Martin, Clerk and Recorder

[Signature]  
Deputy Clerk

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

By: [Signature]  
Attorney's Signature

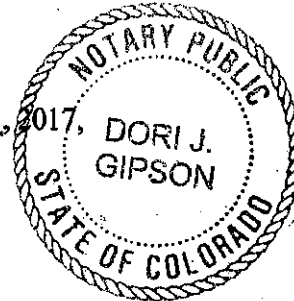
**NOTARIZATION:**

COUNTY OF Adams )  
STATE OF Colorado )SS.

Signed and sworn to before me this 3rd day of January, 2017,  
by Amanda Owens

Notary Public [Signature]

My commission expires on: 5/1/19





geico.com

Colorado Insurance Identification Card

1-800-841-3000

GEICO CASUALTY COMPANY

P.O. Box 509090 • San Diego, CA 92150-9090

**Policy Number**  
4252-22-15-04

**Effective Date**  
12-13-16

**Expiration Date**  
06-13-17

**Year**  
2012

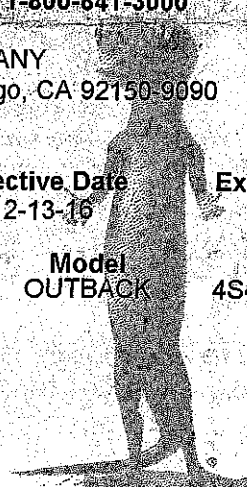
**Make**  
SUBARU

**Model**  
OUTBACK

**Vehicle ID No.**  
4S4BRDKC4C2259897

**Insured:**  
Justin M Owens  
Amanda L Pitts

36 S Hudson ST  
CO 80246-1163





**SOCIAL WORKERS PROFESSIONAL AND SUPPLEMENTAL  
LIABILITY INSURANCE POLICY DECLARATIONS - CLAIMS MADE**

Contract ID:	<u>1P1111111111</u>	Named insured:	<u>Amanda Lewis</u>
Policy Number:	<u>P-IND1KV6RMRNVY-00</u>	Address:	<u>36 south Hudson street Denver, CO 80246</u>
Effective Date:	<u>05/05/2016</u>		
Retroactive Date:	<u>05/05/2014</u>		

**NOTICE: A LOWER LIMIT OF LIABILITY APPLIES TO JUDGEMENTS OR SETTLEMENTS WHEN THERE ARE ALLEGATIONS OF SEXUAL MISCONDUCT (SEE POLICY FOR DETAILS).**

Professional Liability Per Claim Limit	\$1,000,000.00	\$140.60
Professional Liability Aggregate Limit	\$3,000,000.00	
Professional Liability Per Claim Limit	1,000,000.00	
Professional Liability Aggregate Limit	3,000,000.00	
Subpoena Expense	\$400.00	
State License Board Investigation Defense	\$35,000.00	
Emergency First Aid	\$15,000.00	
Health Reimbursement Allowance	\$25,000.00	
First Party Assault	\$15,000.00	
Medical Payments	\$5,000 per incident/\$50,000 per policy period	
Wage Loss and Expense	\$1,000 per day/\$35,000 per policy period	

**TOTAL PREMIUM FOR THIS COVERAGE PART: \$140.60**

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THIS INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED, THIS PREMIUM MAY BE SUBJECT TO

THIS POLICY IS ISSUED BY YOUR RISK RETENTION GROUP. YOUR RISK RETENTION GROUP MAY NOT BE SUBJECT TO ALL OF THE INSURANCE LAWS AND REGULATIONS OF YOUR STATE. STATE INSURANCE INSOLVENCY GUARANTY FUNDS ARE NOT AVAILABLE FOR YOUR RISK RETENTION GROUP.

Authorized Representative:

*Tony Benedetto*

Tony Benedetto

Brokered and Administered by:



NASW RRG Plan Administrator  
1200 E. Glen Avenue  
Peoria Heights, IL 61616-5348  
License: CA# 076078, AR# 1322

To Verify Claims History Contact:

Western Litigation, Inc.  
c/o Alma Garcia  
9821 Katy Freeway, Suite 600  
Houston, TX 77024

Fax: 713-935-2479