

ADAMS COUNTY, COLORADO
SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 5th day of September, 2012, 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, Front Range Flu Shots, LLC located at 7421 S. Curtice Court, Littleton, CO 80120 or P.O. Box 1093, Littleton, CO 80160 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:

SECTION I - SERVICES OF THE CONTRACTOR

The Contractor shall provide sufficient vaccine, supplies, equipment and personnel to administer flu vaccines for the number of Adams County employees desiring the vaccinations for the 2012.Vaccination Flu Provider Services. In doing so, the Contractor shall perform all of the work described in the 2011.129 Flu Vaccination Provider RFP documents which are attached hereto and incorporated herein as Exhibit "A," and the Contractor's response, which is attached hereto and is incorporated herein as Exhibit "B" including the revised payment and fee schedule for 2012. Contractor will comply with all local, state and federal rules and regulations relating to the administration of flu vaccine.

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 Contractor) to be performed by Contractor. If County requests such additional services, 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, Contractor shall bill for such services at the rates provided for in this Agreement.

SECTION II - 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 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- A. The Contractor shall 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.

- B. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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).
- H. If Contractor violates this Section II 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.

SECTION III - 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.

Describe other responsibilities, if any, to be performed by County.

SECTION IV - TERM

The term of this Agreement shall be from October 1, 2012 through December 30, 2012.

Adams County has the option to renew the agreement for one additional one year terms.

SECTION V - 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, the sum of twenty-five dollars (\$25.00) per flu vaccine and seventy-one dollars (\$71.00) per pneumococcal vaccine. Where fewer than fifteen (15) shots are administered a thirty-five dollar (\$35.00) fee for each site will be charged. The not to exceed amount for this agreement is ten thousand dollars (\$10,000.00).

A. Invoices

Invoices will be submitted to the County by the Contractor on a monthly basis for services performed under this Agreement. Payment of the invoices by the County will be made within twenty-five (25) days of the receipt thereof.

B. Fund Availability

The County has appropriated sufficient funds for this Agreement for the current fiscal year. 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 funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

SECTION VI - 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.**

SECTION VII - 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.

SECTION VIII - 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.

SECTION IX – INSURANCE

The Contractor agrees to maintain insurance of the following types and amounts:

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

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage	\$1,000,000 (each accident)
Personal Injury Protection	Per Colorado Statutes

Workers' Compensation Insurance: Per Colorado Statutes

* Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

Each Occurrence	\$1,000,000
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* 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.

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:

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.
2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

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.

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.

At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverages or policies required under this Agreement.

SECTION X - TERMINATION

A. 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.

B. For Convenience

The County may terminate the 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 the 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 the Agreement, less payments previously made to the Contractor under the Agreement.

SECTION XI - MUTUAL UNDERSTANDINGS

A. 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 17th Judicial District, Colorado.

B. 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) when exposed to or provided with any data or records under this Subcontract that are considered to be "Protected Health Information."

C. 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.

D. 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.

E. 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.

F. 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.

G. 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 a facsimile was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

For the County:

Adams County Purchasing and
4430 South Adams County Parkway
Brighton, Colorado 80601
Contact: Liz Estrada
Phone: 720.523.6052
Fax: 720.523.6058

Adams County Attorney's Office
4430 South Adams County Parkway
Brighton, Colorado 80601
Phone: 720. 523-6116
Fax: 720. 523.6114

For the Contractor:

Front Range Flu Shots, LLC
7421 South Curtice Court
Littleton, CO 80120
Contact: Eileen Nickel
Phone: 303.797.3396
Fax: 303.797.3397

H. 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.

I. 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.

J. 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.

SECTION XII - CHANGE ORDERS OR EXTENSIONS

- A. 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. Such changes, including any increases or decreases in the amount of the Contractor's compensation, must be mutually agreed upon in writing by the County and the Contractor. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.
- B. The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

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

HUMAN RESOURCES DEPARTMENT
ADAMS COUNTY, COLORADO

[Signature]
DIRECTOR

9/10/12
Date

ATTEST:
KAREN LONG
CLERK AND RECORDER

APPROVED AS TO FORM:
[Signature]
Adams County Attorney's Office

Deputy Clerk

FRONT RANGE FLU SHOTS, LLC

Eileen R. Nickel
Name
President
Title

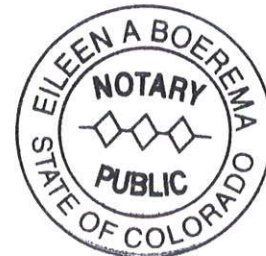
09.05.12
Date

Signed and sworn to before me on this 5th day of SEPTEMBER, 2012 by
Eileen R Nickel

Eileen A Boerema
Notary Public

My Commission Expires
04/28/2016

My commission expires on: _____



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:

Front Range Flu Shots, LLC
Company Name

09.05.12
Date

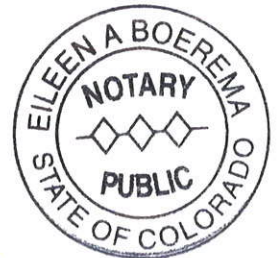
Eileen R. Nickel
Name (Print or Type)

Eileen R. Nickel
Signature

Eileen A Boerema

President
Title

My Commission Expires
04/28/2016



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

EXHIBIT "A"

REQUEST FOR PROPOSAL 2011.128 FLU VACCINATION PROVIDER

Written questions are due no later than
August 19, 2011 at 4:00 p.m.

PROPOSAL OPENING

Date: August 29, 2011
Time: 3:00 p.m.



ADAMS COUNTY
COLORADO

The Adams County Board of County Commissioners by and through its Purchasing Agent is accepting proposals for a vendor to provide flu vaccination clinics for Adams County Government employees.

All questions related to this RFP must be submitted in writing no later than **4:00 p.m. on August 19, 2011. Questions must be submitted to lestrada@adcogov.org.**

Sealed proposals for this requirement will be received at the office of the Purchasing Agent, Adams County Government Center, 4430 South Adams County Parkway, Fourth Floor, Brighton, Colorado, 80601, up to **3:00 P.M. on August 29, 2011**. The proposal opening time shall be according to our clock. Proposals will be publicly opened and read aloud at this time.

Proposals can be emailed to lestrada@adcogov.org or may be delivered in person to the Government Center, but must be in a sealed envelope. No proposals will be accepted after the time and date established above, except by written addenda.

The proposal opening time shall be according to our clock. No proposals will be accepted after the time and date established above, except by written addenda.

Issuance of this invitation does not commit Adams County to award any contract or to procure or contract for any equipment, materials or services.

SPECIAL INSTRUCTIONS

Two (2) copies of the proposal are required if you are delivering the proposal in person. If brochures or other supportive documents are requested, then it is required that 6 sets be submitted with your proposal.

All proposals must be signed.

Whenever addenda are required, they must be acknowledged in the proposal.

Proposals may be withdrawn after the date and hour set for closing. Failure to enter contract or honor the purchase order will be cause for removal of offerors name from the Vendor's List for a period of twelve months from the date of this opening.

If a formal contract is required, the Proposer agrees and understands a Notice of Award does not constitute a contract or otherwise create a property interest of any nature until an Agreement is signed by the awardee and the Board of County Commissioners.

The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office.

The County assumes no responsibility for failure of any telephone equipment, either within its facilities or from outside causes.

The County assumes no responsibility for proposals being either opened early or improperly routed if the envelope is not clearly marked on the outside **2011.128 FLU VACCINATION PROVIDER.**

In the event of a situation severe enough to cause the Adams County Board of Commissioners to close Adams County Offices for any reason, the Purchasing Agent has the prerogative of rescheduling the bid opening time and date. No offeror will be considered above all other offerors by having met the opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Commissioners to close the Adams County Offices.

Proposals must be furnished exclusive of taxes.

No award will be made to any person, firm or corporation that is in arrears upon any obligation to the County.

If submitting a joint venture proposal involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the proposal. Proposer warrants the joint venture/partnership is authorized to conduct business within the State of Colorado.

If proposer is a corporation, proposer warrants the corporation is in good standing with the Colorado Secretary of State and authorized to conduct business within the State of Colorado.

The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals including, but not limited to, any proposal which does not meet bonding requirements, or proposals which do not furnish the quality, or offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or proposals from offerors who lack experience or financial responsibility, or proposals which are not made to form. The County reserves the right not to award contracts to the lowest and most responsive offeror, and may require new proposals.

The County reserves the right to reject proposals of offerors who lack experience, financial responsibility or whose proposals are not to form.

The Board of County Commissioners may rescind the award of any proposal within one week thereof or at its next regularly scheduled meeting, whichever is later, when the public interest will be served thereby.

Emailed or sealed proposals received by the Purchasing Department will be accepted; proposals submitted by telephone, telegram, facsimile machines are not acceptable.

Adams County is an Equal Opportunity Employer.

Questions about this Request for Proposal shall be referred to Liz Estrada, Contract Administrator, who may be reached at 720.523.6052 or at estrada@adcogov.org.

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 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

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.

The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

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.

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.

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.

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.

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).

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.

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), amended by the Health Information Technology for Economic and Clinical Health Act (HITECH), passed as part of the American Recovery and Reinvestment Act of 2009, effective February 17, 2010, when exposed to or provided with any data or records under this Subcontract that are considered to be "Protected Health Information."

PROJECT SCOPE
Human Resources
Flu Vaccination Provider

Project Description

The Adams County Human Resources Department is soliciting proposals for a vendor to provide flu vaccination clinics for the Adams County Government employees.

- Contractor will provide flu vaccinations at the 2011 Health Fair to be held in October 2011 at six locations.
 1. Adams County Government Center, 4430 South Adams County Parkway, Brighton, CO – October 12th & 13th from 7:30 a.m. to 9:00 a.m.
 2. District Attorney's Office, 1000 Judicial Center Drive, Brighton, CO 80601 – October 14th from 7:00 a.m. to 10:00 a.m.
 3. Children & Family Center, 7401 North Broadway, Denver, CO – October 17th from 7:00 a.m. to 10:00 a.m.
 4. Human Services, 7190 Colorado Blvd., Commerce City, CO - October 19th from 7:00 a.m. to 10:00 a.m.
 5. Detention Facility, 150 North 19th Ave., Brighton, CO, October 21st, 7:00 a.m. to 10:00 a.m.
 6. Coroner's Office, 330 North 19th Ave., Brighton, CO – date and time to be determined
- Contractor is required to have both flu and pneumonia vaccines available for the Coroner's Office
- Time slots to receive the flu vaccine are scheduled to meet the employee's needs.
- Contractor will provide sufficient vaccine, supplies, equipment and personnel to administer flu vaccines for Adams County employees who want to be vaccinated.
- Contractor must provide consent forms and Flu FACTS sheets for each person.
- There is no minimum or maximum number of doses for the time slots allocated for each flu shot clinic under this contract.
- The fee for the flu vaccine is paid through payroll deduction. Contractor will send an invoice for each Adams County location.
- Price – per flu vaccine. Approximately 8 flu vaccines were administered per hour at the 2010 Health Fair

- Contractor must use only RNs or LPNs to administer the shots
- Contractor must follow appropriate infection control procedures, i.e. use of gloves and needle disposal containers
- Contractor will comply with all local, state and federal rules and regulations related to the administration of the vaccines
- Contractor must show proof on medical malpractice insurance (include with your proposal)
- Term of the agreement shall be from September 15, 2011 through December 31, 2011 with the option to renew for two additional one year terms

Evaluation Criteria

- Provide information about your flu vaccine clinics in the work place
- Provide information about the quality of your nursing staff
- Cost per vaccine
- Provide 5 references

.Agreement

Attached is a sample agreement for your review. If your company is selected, you will be required to sign the agreement before the Wellness Fair begins.



ADAMS COUNTY
COLORADO

PROPOSAL FORM
2011 FLU VACCINATION PROVIDER
Page 1 of 2

VENDOR'S STATEMENT

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following proposal is hereby submitted.

Price per flu vaccine \$ _____

Price per pneumonia vaccine \$ _____ (one site only)

Identify any other costs associated with your proposal.



ADAMS COUNTY
COLORADO

PROPOSAL SIGNATURE PAGE
2011 FLUE VACCINATION PROVIDER
Page 2 of 2

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # _____ Addenda # _____ Addenda # _____

If None, Please write NONE.

COMPANY NAME

DATE

TYPE OF ENTITY (CORPORATION,
GENERAL PARTNERSHIP, ETC.)

TAX IDENTIFICATION NUMBER

STATE OF INCORPORATION,
IF APPLICABLE

ADDRESS

SIGNATURE

CITY, STATE, ZIP CODE

PRINTED SIGNATURE

TELEPHONE NUMBER

FAX NUMBER

COUNTY

TITLE (Corporate Officer/Manager/General
or Registered Agent, or General or
Managing Partner)



2012

P.O. Box 1093
Littleton, CO 80160

ADAMS COUNTY, COLORADO
PAYMENT AND FEE SCHEDULE

THIS PAYMENT AND FEE SCHEDULE AGREEMENT ("Agreement") is made this 28th day of March, 2012 by and between the Adams County Board of County Commissioners, , hereinafter referred to as the "County," and Front Range Flu Shots, LLC, ("FRFS"), hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties."

The term of this Agreement shall be from September 1, 2012 through December 30, 2012.

Price per flu vaccine: \$25.00 per Influenza Shot

Price per pneumonia vaccine (Coroner's Office only): \$71.00 per Pneumococcal Vaccine

There will be a \$35 per hour fee for each site where fewer than 15 shots per hour are administered.

An invoice will be submitted to the County by the Contractor for services performed under this Agreement. Payment of the invoice by the County will be made within twenty-five (25) days of the receipt thereof.

Termination of Agreement: Front Range Flu Shots, LLC (FRFS) must order sufficient quantities of vaccine, purchase supplies and arrange for equipment and personnel in order to administer the vaccine within the time specified by the Parties. FRFS would incur lost profits by the early termination of this Agreement. The Parties agree that if the County cancels this Agreement prior to the administration of the vaccine it shall be liable for damages incurred by FRFS as follows:

If terminated before June 15, 2012 the amount of \$6,900 shall be paid.

If terminated after June 15, 2012 the amount of \$11,500 shall be paid.

The Parties agree and acknowledge, these amounts are a fair representation of the damages that would be suffered by FRFS from an early termination of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the day and year as written above.

FRONT RANGE FLU SHOTS, LLC

Tax ID Number 743077363

Eileen R. Nickel, R.N., B.S.N. President

Eileen R. Nickel 09.05.12
(signature and date)

7421 South Curtice Ct.

Littleton, CO 80120

ADAMS COUNTY, COLORADO

By: _____

(title)

(signature)

(print name)

(date)



ADAMS COUNTY
COLORADO

PROPOSAL SIGNATURE PAGE
2011 FLUE VACCINATION PROVIDER
Page 2 of 2

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # none Addenda # none Addenda # none

If None, Please write NONE.

Front Range Flu Shots, LLC
COMPANY NAME

August 22, 2011
DATE

LLC
TYPE OF ENTITY (CORPORATION,
GENERAL PARTNERSHIP, ETC.)

743077363
TAX IDENTIFICATION NUMBER

Colorado
STATE OF INCORPORATION,
IF APPLICABLE

7421 S. Curtice Ct.
ADDRESS

Eileen R. Nickel
SIGNATURE

Littleton, CO. 80120
CITY, STATE, ZIP CODE

Eileen R. Nickel
PRINTED SIGNATURE

303-797-3396
TELEPHONE NUMBER

303-797-3397
FAX NUMBER

Arapahoe
COUNTY

President
TITLE (Corporate Officer/Manager/General
or Registered Agent, or General or
Managing Partner)



ADAMS COUNTY

COLORADO

PROPOSAL FORM

2011 FLU VACCINATION PROVIDER

Page 1 of 2

VENDOR'S STATEMENT

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following proposal is hereby submitted.

Price per flu vaccine: \$25.00 per Influenza Shot

Price per pneumonia vaccine (one site only): \$65.00 per Pneumococcal Vaccine

Identify any other costs associated with your proposal.

There will be a \$35 fee for each site where fewer than 15 shots are administered.



HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP

Print Date: 4/23/2012



Certificate of Insurance OCCURENCE POLICY FORM

Producer Branch Prefix Policy Number Policy Period
018098 970 HPG 0270279388 from 06/23/12 to 06/23/13 at 12:01 AM Standard Time

Named Insured and Address: Front Range Flu Shots, LLC 7421 S Curtice Ct Littleton, CO 80120-3952

Program Administered by: Nurses Service Organization 159 E. County Line Road Hatboro, PA 19040-1218 1-888-288-3534 www.nso.com

Medical Specialty: Nursing Firm

Code: 80964

Insurance is provided by: American Casualty Company of Reading, Pennsylvania 333 S. Wabash Avenue, Chicago, IL 60604

Excludes Cosmetic Procedures

Professional Liability \$1,000,000 each claim \$6,000,000 aggregate

Your professional liability limits shown above include the following:

- * Good Samaritan Liability * Malplacement Liability * Personal Injury Liability
* Sexual Misconduct Included in the PL limit shown above subject to \$25,000 aggregate sublimit

Coverage Extensions

Table with 5 columns: Coverage Extension, Amount, Frequency, Sublimit, Aggregate. Includes License Protection, Defendant Expense Benefit, Deposition Representation, Assault, Medical Payments, First Aid, Damage to Property of Others, Information Privacy (HIPAA) Fines and Penalties.

Workplace Liability

Workplace Liability Included in Professional Liability Limit shown above
Fire & Water Legal Liability Included in the PL limit shown above subject to \$150,000 aggregate sublimit

Total: \$ 1,837.00

Base Premium \$1,837.00

Policy Forms & Endorsements(Please see attached list for a general description of many common policy forms and endorsements.)

Table with 6 columns of policy form numbers: G-121500-D, G-121503-C, G-121501-C, G-145184-A, G-147292-A, GSL15563, etc.

Signature of Thomas F. Motamed, Chairman of the Board

Signature of Secretary

Keep this document in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance. Master Policy # 188711433 Endorsement Change Date: 6/23/2003

G-141241-B (03/2010)

Coverage Change Date:

Endorsement Change Date: 6/23/2003

Annual Recap Disclosure

As compensation for providing insurance services on your behalf under the Nurses Service Organization (NSO) Program, NSO, a division of Affinity Insurance Services, Inc., received a total of \$826.88 in commission for the most recently completed policy year. Services provided may have included program marketing, underwriting, policy management, billing, risk management and other client services.

COMPENSATION and OTHER DISCLOSURE INFORMATION

Nurses Service Organization (NSO), a division of Affinity Insurance Services, Inc., exclusively offers the NSO Program as an agent of CNA and provides services that may include the following: program marketing, underwriting, policy management, billing, risk management and client services on its behalf.

As compensation for the services described above, Affinity receives 20% of your paid premium as commission for marketing the program and 20% for underwriting, policy management, billing, risk management and client services. In addition, Affinity receives \$0.48 annually per paid policy as commission for claim handling for the License Protection coverage extension of the professional liability insurance policy. For mid-term premium bearing coverage endorsements and renewal policies, Affinity is compensated at the same levels as the initial policy commission, unless we notify you otherwise.

Other than the commissions described in the preceding paragraph, Affinity will receive no other compensation from the insurer. However, Affinity may charge a Healthcare Providers Service Organization Purchasing Group Membership fee.

Your signature on your application, quote form, check and/or other authorization for payment of your premium, will be deemed to signify your consent to and acceptance of the terms and conditions including the compensation, as disclosed above, that is to be received by Affinity.

In addition, premiums paid by Clients to Affinity for remittance to insurers, Client refunds and claim payments paid to Affinity by insurance companies for remittance to Clients are deposited into fiduciary accounts in accordance with applicable insurance laws until they are due to be paid to the insurance company or Client. Subject to such laws and the applicable insurance company's consent, where required, Affinity will retain the interest or investment income earned while such funds are on deposit in such accounts.

Aon Corporation, our ultimate parent company, and its affiliates have from time to time sponsored and invested in insurance and reinsurance companies. While we generally undertake such activities with a view to creating an orderly flow of capacity for our clients, we also seek an appropriate return on our investment. These investments, for which Aon is generally at-risk for potential price loss, typically are small and range from fixed-income to common stock transactions. In such case, the gains or losses we make through your investments could potentially be linked, in part, to the results of treaties or policies transacted with you. Please visit the Aon website at http://www.aon.com/market_relationships for a current listing of insurance and reinsurance carriers in which Aon Corporate and its affiliates hold any ownership interest.

Contracts and Agreements

Aon Corporation's operating affiliates are parties to numerous agreements with many insurance and reinsurance companies, including companies from which our clients have purchased insurance or reinsurance. Please visit http://www.aon.com/market_relationships for more detail on these agreements.

CDNSO2

POLICY FORMS & ENDORSEMENTS

The list below contains general descriptions of the policy forms and endorsements that may or may not apply to your professional liability insurance policy. **Please refer to your Certificate of Insurance for the policy forms & endorsements specific to your state and your policy period.** Coverages, rates and limits may differ or may not be available in all states. All products and services are subject to change without notice.

Think Green –expanded definitions and copies of these policy forms and endorsements are available online at www.nso.com/policyforms

COMMON POLICY FORMS & ENDORSEMENTS

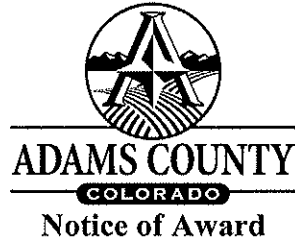
<u>FORM #</u>	<u>DESCRIPTION</u>
G-121500-D	Common Policy Conditions
G-121503-C	Workplace Liability Form
G-121501-C	Occurrence Policy Form
G-145184-A	Policyholder Notice - OFAC Compliance Notice
G-147292-A	Policyholder Notice - Silica, Mold & Asbestos Disclosure
GSL15563	Information Privacy Coverage Endorsement HIPAA Fines, Penalties & Notification Costs
GSL15564	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL15565	Healthcare Providers Professional Liability Assault Coverage
GSL17101	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
GSL13424	Services to Animals
GSL13425	Business Owner Coverage Extension Endorsement
G-123846-C05	Colorado Cancellation and Non-Renewal
GSL3886	Coverage & Cap on Losses from Certified Acts Terrorism
GSL3908	Notice - Offer of Terrorism Coverage & Disclosure of Premium
G-123828-B	Certificate Holder
GSL19904	Exclusion of Cosmetic Procedures

PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.

- For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.
- For KY residents: The surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the Local Tax is the KY Local Government Premium Tax.
- For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.
- For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association.

Form#: G-141241-B (03/2010)
Master Policy#: 188711433

Named Insured: Front Range Flu Shots, LI
Policy#: 0270279388



TO: Front Range Flu Shots, LLC
7421 S. Curtice Court
Littleton, Colorado 80160

PROJECT DESCRIPTION: 2012 Flu Vaccination Provider

The COUNTY has considered the proposal submitted by you for the above-described WORK in response our request.
You are hereby notified that your proposal has been accepted for the above mentioned project for the amount quoted in your submittal.
You are required by the NOTICE OF AWARD to execute the Agreement.
You are required to return an acknowledged copy of this NOTICE OF AWARD to the COUNTY.

If you fail to execute the said Agreement and to furnish said required Certificates of Insurance within ten days from the date of this notice, said COUNTY will be entitled to consider all your rights arising out of the COUNTY'S acceptance of your Bid as abandoned. The COUNTY will be entitled to such other rights as may be granted by law.

Two copies of the Agreement are included with this mailing. Please sign the agreements (original signatures) and return them to the sender. A fully executed agreement will be sent to you at a later date.

Please do not incur costs associated with this Agreement until you have received your executed copy.

Dated this 30th day of August 2012.

Adams County Board of Commissioners

BY Liz Estrada
TITLE Purchasing Agent



ACCEPTANCE OF NOTICE

Mail to Adams County Purchasing
450 South 4th Avenue
Brighton, Colorado 80601
Attn: Purchasing Agent

Receipt of the above NOTICE OF AWARD
is hereby acknowledged for

2012 FLU VACCINATION PROVIDER

BY: Front Range Flu Shots, LLC
Name of Company

the 4th day

of September, 2012

BY Eileen R. Nickel

TITLE President

TELEPHONE 303-797-3396