

**ADAMS COUNTY, COLORADO  
SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this 26 day of AUGUST 2013, 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, located at 7421 S. Curtice Court, Littleton, CO 80102 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:

**SERVICES OF THE CONTRACTOR:**

1. 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 2013 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 2013. Contractor will comply with all local, state and federal rules and regulations relating to the administration of flu vaccine.
  - 1.1. **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.
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.
3. **TERM:**
  - 3.1. **Term of Agreement:** The Term of this Agreement shall commence on September 1, 2013 through December 30, 2013.
  - 3.2. **Extension Option:** The County, at its sole option, may offer to extend this Agreement as necessary for up to two, one year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor, and approved by the Adams County Board of County Commissioners.
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, the sum of twenty-five dollars (\$25.00) per influenza shot. Where fewer than

fifteen (15) shots are administered a thirty-five dollar (\$35.00) per hour fee for each site will be charged. The not to exceed amount for this agreement is fifteen thousand dollars (\$15,000.00).

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:**

6.1. **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.**

6.1.1. 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

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 or policies required under this Agreement.

9. **TERMINATION:**

- 9.1. **For Cause:** If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- 9.2. **For Convenience:** 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.

10. **MUTUAL UNDERSTANDINGS:**

- 10.1. **Jurisdiction and Venue:** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 10.2. **Compliance with Laws:** During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, *et seq.*, C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, *et seq.*, C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, *et seq.*, C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 10.3. **OSHA:** Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 10.4. **Record Retention:** The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.
- 10.5. **Assign Ability:** Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written

consent of the County.

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

Department: Adams County Human Resources  
Contact: Pauline Hohn  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, CO 80601  
Phone: 720.523.6074  
E-mail: [phohn@adcogov.org](mailto:phohn@adcogov.org)

Department: Adams County Purchasing  
Contact: Liz Estrada  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720.523.6052  
E-mail: [lestrada@adcogov.org](mailto:lestrada@adcogov.org)

Department: Adams County Attorney's Office  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720.523.6116

Contractor: Front Range Flu Shot  
Contact: Eileen R. Nickel, R.N., B.S.N.  
Address: 7421 South Curtice Court  
City, State, Zip: Littleton, CO 80120  
Phone: 303.797.3396  
E-mail: [Eileen@fronrangeflu.com](mailto:Eileen@fronrangeflu.com)

- 10.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

- 10.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 10.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

**11. CHANGE ORDERS OR EXTENSIONS:**

- 11.1. 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 Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.
- 11.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

**12. 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:

- 12.1. 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.
- 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.3. 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.
- 12.4. 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.
- 12.5. 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.

- 12.6. 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.
- 12.7. 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).
- 12.8. 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.

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

Human Resources Department

Eileen Nickel  
Director ~~President~~  
Front Range Flu Shots, LLC

9/4/13  
~~8.26.2013~~

Date

E. Nickel  
Signature

8.26.2013

Date

Eileen Nickel  
Printed Name

President  
Title

Attest:

Karen Long, Clerk and Recorder

Deputy Clerk

Approved as to Form:

[Signature]

Adams County Attorney's Office

NOTARIZATION:

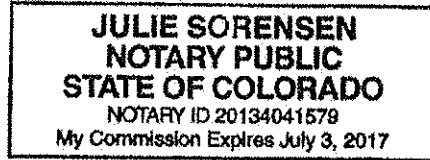
COUNTY OF Douglas

STATE OF Colorado )SS.

Signed and sworn to before me this 26th day of August, 2013,

by Eileen Nickel

Julie Sorenson  
Notary Public



My commission expires on: 7-3-17



**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

8.26.2013  
Date

E. Nickel  
Signature

Eileen Nickel  
Name (Print or Type)

President  
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



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.**

EXHIBIT "A"

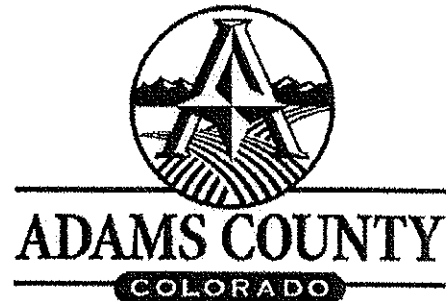
**REQUEST FOR PROPOSAL  
2011.128 FLU VACCINATION  
PROVIDER**

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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.**



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](mailto: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](mailto: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](mailto: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 12<sup>th</sup> & 13<sup>th</sup> from 7:30 a.m. to 9:00 a.m.
  2. District Attorney's Office, 1000 Judicial Center Drive, Brighton, CO 80601 – October 14<sup>th</sup> from 7:00 a.m. to 10:00 a.m.
  3. Children & Family Center, 7401 North Broadway, Denver, CO – October 17<sup>th</sup> from 7:00 a.m. to 10:00 a.m.
  4. Human Services, 7190 Colorado Blvd., Commerce City, CO - October 19<sup>th</sup> from 7:00 a.m. to 10:00 a.m.
  5. Detention Facility, 150 North 19<sup>th</sup> Ave., Brighton, CO, October 21<sup>st</sup>, 7:00 a.m. to 10:00 a.m.
  6. Coroner's Office, 330 North 19<sup>th</sup> 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

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**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)