

**CONTRACT FOR SERVICES
FOR PERSONS WITH DEVELOPMENTAL DISABILITIES**

This Contract is entered into on this 9th day of April, 2012, pursuant to the Colo. Const. art. XIV, § 18 and C.R.S. § 30-11-101, et seq., by the Adams County Board of County Commissioners, 4430 S. Adams County Parkway, Suite C4000A, Brighton, CO 80601-8212, hereinafter referred to as the "County," and North Metro Community Services, Inc., located at 1001 West 124th Avenue, Westminster, Colorado 80234-1705, hereinafter referred to as the "Contractor."

WHEREAS, the County is authorized to levy up to one mill to purchase services and support for the benefit of its residents with developmental disabilities, pursuant to C.R.S. § 27-10.5-104(6); and

WHEREAS, for fiscal year 2012 the County has allocated \$1,037,993 in revenue from said mill levy to be utilized for the benefit of persons with developmental disabilities who reside in Adams County; and

WHEREAS, the Contractor is a private, non-profit corporation offering service programs to persons with developmental disabilities, and the Contractor has been designated as a community centered board by the Colorado Department of Human Services ("CDHS"), pursuant to C.R.S. § 27-10.5-105.

NOW, THEREFORE, the County and the Contractor agree as follows:

1. The term of this Contract shall be from January 1, 2012, through December 31, 2012.
2. The County agrees to purchase, and the Contractor agrees to provide, services for developmentally disabled persons residing in Adams County. The services provided by the Contractor shall be accordance with the provisions of C.R.S. §27-10.5-105 and the rules and regulations of CDHS.
3. The County agrees to pay the total sum of \$1,037,993 during the term of this Contract for the services provided by the Contractor as described herein. The County shall make payments to the Contractor in three separate installments as follows: \$345,997.66 to be paid on March 31, 2012; \$345,997.66 to be paid on June 30, 2012; and \$345,997.67 to be paid on September 30, 2012. It shall be the Contractor's responsibility to request each of the three payments in writing at least twenty (20) days prior to the payment date. Requests for payment must be sent to the Adams County

Director of Finance/IT, 4430 S. Adams County Parkway, Suite C4000A, Brighton, Colorado, 80601-8212. Payments received by the Contractor under this Contract shall be expended exclusively to provide or purchase services or other benefits for Adams County residents with developmental disabilities.

4. If the Contractor chooses to contract with the Children's Outreach Project to provide services similar to those described herein, the Contractor shall not bill the County for payment for the same services provided to the same child or person under both Contracts, and shall not accept reimbursement from the County for such duplicate services.
5. The Contractor shall not be reimbursed by the County, under this Contract, for any costs or expenses in the performance of this Contract other than those costs and expenses specified herein. Any fees assessed to residents for services provided by the Contractor shall be assessed on a sliding scale based on income.
6. The Contractor shall annually provide to the County the following information:
 - a. a statement of purpose;
 - b. copies of any amendments to the Contractor's bylaws or article of incorporation;
 - c. a list of the names of the Contractor's board of directors;
 - d. an accounting of the number of children receiving services, and the types of services provided;
 - e. an accounting of funds received from other agencies on behalf of the same children served under this Contract; and
 - f. additional information as requested by the County.
7. The Contractor agrees to have an annual financial audit of its program, to be conducted by either the State of Colorado or an independent certified public accounting firm. The Contractor shall annually provide to the County a copy of the financial audit and a full accounting of all financial activities related to this Contract, including an itemization of expenditures. Such financial reports shall be retained and available for auditing purposes for a period of three (3) years after the expiration of this Contract, unless permission to destroy them is granted by the County.
8. The Contractor shall comply with all relevant provisions of C.R.S. § 27-10.5-101, et seq., concerning the care and treatment of persons with

developmental disabilities, and shall comply with all rules and regulations of the CDHS concerning same.

9. The Contractor shall hold and keep current all licenses and/or permits necessary for the performance of this Contract.
10. The Contractor shall comply with all relevant statutes and procedures concerning client confidentiality and the confidentiality of records and files, including but not limited to the provisions of C.R.S. § 27-10.5-120 and all CDHS rules and regulations.
11. The County and the Contractor intend that the Contractor shall be an independent contractor and not an employee of the County. No employee, agent or servant of the Contractor shall be deemed to be an employee, agent or servant of the County. The Contractor shall be solely and entirely responsible for its acts, and the acts of its employees, agents, servants and subcontractors during the term and performance of this Contract. The Contractor shall be solely responsible for obtaining and maintaining necessary and adequate insurance, including workers' compensation insurance, and shall be solely responsible for the payment of all appropriate federal, state, and local taxes. **Pursuant to section 8-40-202(2)(b)(IV), C.R.S., as amended, Contractor understands that Contractor and Contractor's employees/agents are not entitled to workers' compensation benefits from Adams County. Contractor further understands that Contractor is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**
12. The Contractor shall not assign the obligations under this Contract, nor enter into any subcontract, without the express written consent of the County. The Contractor shall be solely responsible for the performance of any subcontractor.
13. The Contractor shall abide by all federal, state and local laws. The Contractor shall adhere to all applicable provisions of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title XX of the Social Security Act of 1975, and the Americans with Disabilities Act of 1990, including all revisions and amendments.
14. The Contractor shall hold harmless and indemnify the County, and its officers, agents and employees, for, from and against any liability, loss,

claim or action arising as a result of damages or injury, including death, to persons or property caused or sustained in connection with performance of this Contract or by conditions created thereby, or based upon the violation of any statute, ordinance, rule or regulation, and the Contractor shall bear the cost of defense of any such claim or action, including attorney fees.

15. The Contractor shall obtain and maintain appropriate comprehensive liability insurance, with minimum coverage in the amount of one million dollars (\$1,000,000) per person and two million dollars (\$2,000,000) per occurrence during the term of this Contract, and shall provide a copy of the policy to the County upon request.
16. This Contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any effect whatever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in writing and signed by an authorized representative of the County and the Contractor.
17. To the extent that this Contract may be executed, or performance of the obligations of the parties may be accomplished within the intent of the Contract, the terms of this Contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term, upon subsequent breach.
18. The County and the Contractor agree that, in the event a dispute should arise over the performance of either party, either party may request and shall be granted an opportunity to meet with the other party to discuss the disputed issues. This meeting shall be arranged by either party giving at least ten (10) days notice by certified mail, return receipt requested. Following such meeting, this Contract may be terminated by either party by giving written notice to the other party of the intention to terminate, at least thirty (30) days prior to the date of termination.
19. In the event this Contract is terminated pursuant to the provisions contained herein, the Contractor shall make a final accounting and shall return to the County all moneys paid in excess of the services or other benefits performed, within thirty (30) days of the termination. In the event that

insufficient moneys have been paid by the County to compensate the Contractor for services performed, the County will pay the Contractor the amount due for the services performed, within thirty (30) days of the date of termination. In the event of termination, all duties and obligations will continue until the date of termination, unless the parties agree otherwise in writing.

20. This Contract is to be interpreted under the laws of the State of Colorado. Venue for any dispute shall be in Adams County, Colorado.
21. 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:
 - 1.1. 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.
 - 1.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
 - 1.3. 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.
 - 1.4. 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.
 - 1.5. 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.

- 1.6. 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.
- 1.7. 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).
- 1.8. 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.

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:

North Metro Community Services, Inc.
Company Name

3/22/12
Date

Edward J. Bertagnoli
Name (Print or Type)

Edward J. Bertagnoli
Signature

President, Board of Directors
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

Each party represents and warrants that it has the power and ability to enter into this Contract, to grant the rights granted herein, and to perform the duties and obligations described herein.

Dated this 9th day of April, 2012.

ATTEST:
CLERK AND RECORDER

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY

Kristine Huso
Deputy Clerk

W.R. Finley
Chairman

APPROVED TO FORM:

A. East
County Attorney's Office

NORTH METRO COMMUNITY SERVICES, INC.

Edward J. Berdagnell
President