

**ADAMS COUNTY, COLORADO
PROFESSIONAL SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this 6th day of March 2017, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and **GEO REENTRY SERVICES, LLC**, located at One Park Place, Suite 700, 621 NW 53rd Street, Boca Raton, Florida, 33487, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. SERVICES OF THE CONTRACTOR:

- 1.1. To provide substance abuse monitoring services to clients referred by Adams County Human Services, Children and Families Center. All services shall be performed in accordance with customary standards of professional care per **Attachment A** at the end of this document.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement, as referenced in Section 1 above.

3. TERM:

- 3.1. Term of Agreement: The initial term of this Agreement shall be from July 1, 2016 through June 30, 2017, unless sooner terminated as specified elsewhere herein.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, in an amount of **ninety-six thousand dollars and no cents (\$96,000.00)**.

- 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts, and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

6. **NONDISCRIMINATION:** The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.

6.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

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

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

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

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

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

8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)

8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes Not Applicable.

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

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

8.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

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

8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

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

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

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

9. 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 in 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, the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), 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).

10.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

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. 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.

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:

County:

Department: Adams County Human Services Children and Family Services
Contact: Nadia Barela, MSW, Contract Supervisor
Address: 7401 North Broadway
City, State, Zip: Denver, Colorado 80221
Office Number: 303.412.5382
Email: nbarela@adcogov.org

Department: Adams County Purchasing Division
Address: 4430 South Adams County Parkway, Suite C4000A
City, State, Zip: Brighton, Colorado 80601

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

Contractor:

Company: GEO Reentry Services, LLC
Contact: Mr. Derrick Schofield, Vice President
Address: One Park Place, Suite 700, 621 NW 53rd Street
City, State, Zip: Roca Raton, Florida 33487
Office Number: 561.999.8151
E-mail: dschofield@geogroup.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. AMENDMENTS, CHANGE ORDERS OR EXTENSION:

- 11.1. Amendments or Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Solicitation, or, if no provision exists, pursuant to the terms of the Amendment or Change Order.
- 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.

13. SUPPLEMENTAL FEDERAL PROVISIONS- (FFATA)

State of Colorado Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders Subject to The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended Revised as of 3-20-13.

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Signature Page

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

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

By: *JoAnn Cooper*
County Manager

Date: 3/6/17

**CONTRACTOR
GEO REENTRY SERVICES, LLC**

By: Derrick Schofield

Name (Print or Type)

2/27/17

Date:

D. Schofield
Authorized Signature

Vice President
Title Reentry Services

Attest:
Stan Martin, Clerk and Recorder

Channak
Deputy Clerk

APPROVED AS TO FORM:
Adams County Attorney's Office

By: *D. Colet*
Attorney's Signature

NOTARIZATION:
COUNTY OF Palm Beach)
STATE OF Florida)SS.



Lauren Velazquez
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF175494
Expires 11/11/2018

Signed and sworn to before me this 27th day of February, 2017,

by Lauren Velazquez

Notary Public Lauren Velazquez

My commission expires on: 11/11/18

ATTACHMENT A

1. Contractors Scope of Services

Attachment A
Geo Reentry Services, LLC Scope of Services

Adams County Human Services Department
Substance Monitoring Services



a GEO Group Company ®

Jennifer Tierney
Contract Administrator
Adams County Administration Building
4430 South Adams County Parkway, Suite C4309
Brighton, CO 80601

BI Incorporated
6400 Lookout Rd.
Boulder, CO 80301
Tel. 303.218.1000
800.241.2911
Fax: 303.218.1250
www.bi.com

Adams County Human Services Department Substance Monitoring Services

Dear Ms. Tierney:

Adams County Human Services Department can meet its goal of selecting a provider with the expertise and existing capability to handle the volume and demands of the Department by choosing BI Incorporated, a GEO Group Company. BI is an established Colorado-based agency with over 30 years' experience.

Our experience includes providing similar services locally for Arapahoe County Social Services in addition to multiple criminal justice agencies along the Front Range. Given our extensive presence, we can immediately begin providing the requested RFP services at five locations around the Denver Metro area.

Why BI:

- ❖ **We're committed to providing ACHSD with quality services.**
- ❖ **We provide 365 days of services.** We are open from 8 a.m.-8 p.m., and Sundays and holidays from 8 a.m.-noon, which assists clients who have difficult schedules.
- ❖ Our procedures ensure the collection is done right the first time. Moreover, we offer a **quality directly observed collection**. Our directly observed collection is defensible in court and we detect a significant number of client tampers every week.
- ❖ **We offer an automated system, at no additional cost, which emails the notification of results.** ACHSD can expect to see normal testing results as soon as 24-48 business hours.
- ❖ **UAs are shipped every business day, thus offering the quickest turn around.**
- ❖ We actively contribute to organizations such as the Weld County Sheriff's Memorial funds, and Colorado Association of Pretrial Services.
- ❖ **Like you, we pay taxes.** As a responsible provider, our parent company, The GEO Group, Inc., pays for the benefits for more than 18,000 employees and their families worldwide.

BI's reputation as an industry leader is based on our strong tradition of quality, trust, and integrity in all aspects of our business. It is not just about what we sell or the services we provide, but about who we are as a company.

We look forward to building a relationship with ACHSD and to successfully provide the services required in this RFP. If you have any questions regarding our proposal, please call Greg Paulis, Area Manager directly at (303) 919-2266. You can also contact me at (561) 999-7548.

Sincerely,


Loren A. Grayer
Vice President of Re-entry Services

Request for Proposal – 2013.280
Adams County Human Services Department
Substance Monitoring Services

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**Request for Proposal – 2013.280
Adams County Human Services Department
Substance Monitoring Services**

Executive Summary

BI proposes to offer drug testing and breathalyzer services to the Adams County Human Services Department (ACHSD). The Department is looking for a qualified provider with the capability to handle the volume and complexity of the size of the ACHSD client base. We have been established in Colorado for more than 30 years and can address any concerns from the Department. Please see the following chart:

ACHSD needs	Proposed solution	Why BI
Reliable, quality, observed drug testing for their clients	<ul style="list-style-type: none"> • Observed testing • Flexible hours • Proposed technology for billing and the ability to refer a client. 	<ul style="list-style-type: none"> • We are open 365 days of the year. • Our locations are convenient and on major routes of public transportation. There is plenty of parking. Our facilities are clean, safe and well-fit. • It is simple to refer clients electronically thus eliminating any faxed referrals that can get lost. • Our monthly billing is simple. It is sent from BI electronically and U.S. Mail. • The notification of results is emailed electronically. Normal testing results as soon as 24-48 business hours. • The Department has access to client results and history of results via a secure web login. • We are an experienced provider completing more than 100,000 drug tests annually.

9.1 Agency Information

9.1.1.1 Provide a brief description of your agency, and/or organization including total staff size, number of years in operation, mission, and history.

Description of Agency

BI Incorporated was incorporated in the State of Colorado in September 1978 and today offers a full range of services to participants under community supervision. BI is a wholly-owned subsidiary of The GEO Group, Inc.



Description/operation of agency

GEO employs more than 18,000 employees and was incorporated in 1988. GEO has been providing responsible, cost-effective solutions to criminal justice agencies for more than 25 continuous years. GEO has developed a wide range of correctional disciplines. The company develops and manages secure facilities, transports individuals under correctional supervision, provides specialized offender treatment, and manages community corrections programs. BI will be responsible for the services in Adams County.

Mission

We are committed to employing ethical team members who strive for the highest level of excellence, accountability and integrity. We focus on the needs of ACHSD and how we can best meet them. We provide reliable and effective technology and responsive and knowledgeable customer service.

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Adams County Human Services Department
Substance Monitoring Services**

Local experience and history

We provide drug testing services for more than 50 agencies in Colorado. Along the Front Range this includes Denver Adult Probation, for whom we provide more than 30,000 urinalysis (UA) tests annually. In addition to servicing the criminal justice population, we provide drug testing services to employment and human services agencies, including Arapahoe County Social Services. We are confident that our services, industry knowledge, and goals are in alignment with the Department's objectives.

9.1.2 Briefly describe related services provided by your agency working with low income multi-cultural populations Adams County.

Related Experience

BI currently contracts with more than 1,000 government organizations. We have experience working with different types of clients including low income and multi-cultural populations. We currently serve Judicial Districts, Probation and Parole Departments, State Departments of Corrections, the Federal Bureau of Prisons, State and Municipal Courts, and counties across the nation. In total, our supervision services, offices, and day reporting centers (DRCs) provide direct services to over 10,000 at-risk offenders each day.

9.1.3 Describe your experience providing substance monitoring services for other governmental and public sector agencies.

We have been providing substance monitoring services for agencies in Colorado since 1997.

We operate a drug testing contract in Colorado for the Denver Adult Probation Department. We have also partnered with Adams County to provide an Intensive Outpatient Treatment Program (IOP) and drug testing services for these clients. In addition, BI provides probation supervision services along with drug testing and Breath Analysis services to the Colorado 5th Judicial District. We have partnered with the Colorado Department of Corrections for more than 20 years to serve the Division of Parole with day reporting and drug testing and Breath Analysis services. We have served tens of thousands of felony parolees.

Adams County, Colorado

Bi has a strong relationship with and great presence in Adams County. In 2009, we partnered with Adams County to provide IOP, drug testing and Breath Analysis for the Probation Department. These services are provided to the thousands of clients that attend treatment with BI. In 2011, we entered into another partnership with Adams County Probation to provide treatment for their drug court clients including drug testing and Breath Analysis.

Colorado 5th Judicial District Probation Department

In 2005, and again in 2010, the Colorado 5th Judicial District Probation Department selected BI to provide probation supervision services. BI serves the four counties of the 5th Judicial District from our Eagle and Frisco offices. At these locations, we provide drug testing and Breath Analysis.

In Eagle, BI worked in partnership with the County Court Judge to create a pretrial supervision program. Judges refer pretrial clients to BI services including daily check-ins; random alcohol/drug testing; electronic monitoring; and Breath Analysis.

Colorado Department of Corrections

In 1998, the Colorado Department of Corrections selected BI to serve the Division of Parole with day reporting services. Together, our offices have provided Breath Analysis and drug testing to tens of thousands of felony parolees. The offices are open seven days per week, 365 days per year.

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Adams County Human Services Department
Substance Monitoring Services**

Arapahoe County, Colorado

We provide drug testing and Breath Analysis services for the Arapahoe County Human Services Department. When there are allegations of child abuse or neglect because of a substance abuse problem, parents can be sent to BI to receive these services.

We have the experience to get UA collections done correctly and complete a good quality sample that will stand up in court if necessary. We have procedures in place to make sure the collection is done right the first time. We do over 100,000 UAs annually.

9.1.4 Please list the names of those agencies.

Customer References

Adams County, Colorado

Point of Contact: Mike Garcia, Chief Probation Officer; (303) 255-4226;
mike.garcia@judicial.state.co.us

Denver Adult Probation

Point of Contact: Fran Jamison, Chief of Probation, City and County of Denver; 720-913-4648,
fran.jamison@judicial.state.co.us

Colorado 5th Judicial District Probation Department

Point of Contact: Laurel Lamont, Chief Probation Officer; (970) 704-2747;
laurel.lamont@judicial.state.co.us

Colorado Department of Corrections

Point of Contact: Mike Miles, Associate Director, Division of Adult Parole; mike.miles@DOC.state.co.us,
303-550-0260.

9.1 Services to be provided, in the context of this RFP

9.2.1.1 Provide a description of the services you propose to provide and include narrative that explains the proposed activities that meets the goals, objectives, and scope of this RFP.

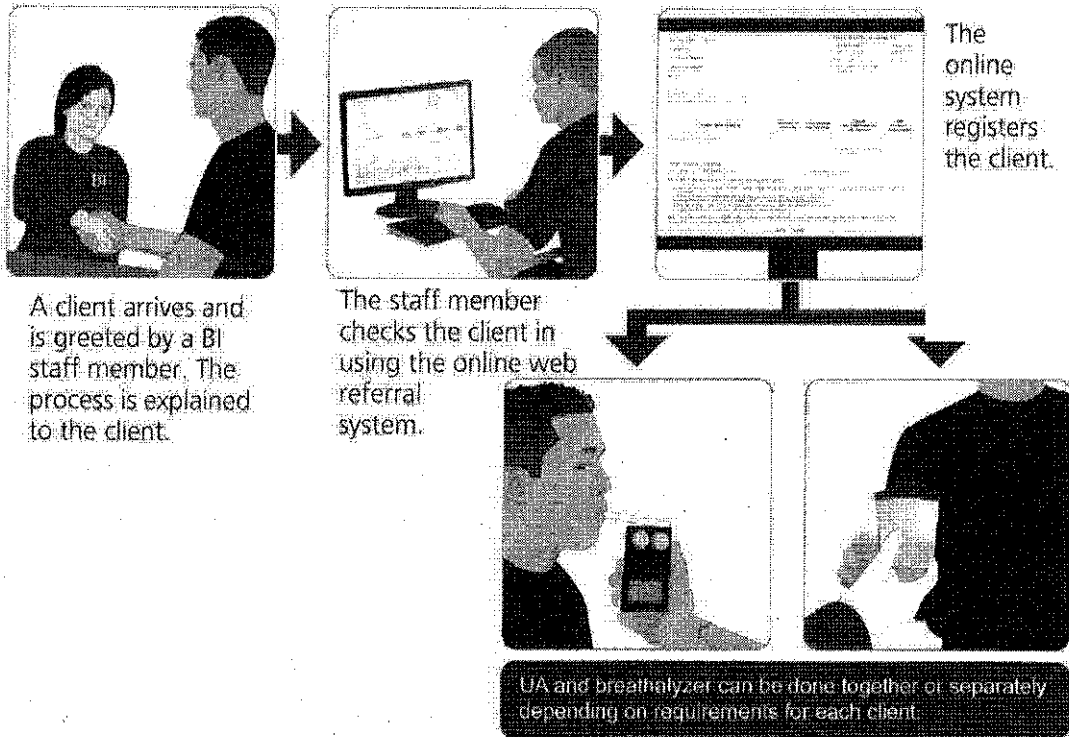
We propose to provide UA and Breath Analysis for ACHSD clients referred to BI. A client is referred to BI through the online electronic referral system. We are also able to complete walk-in referrals with just a phone call from the case manager if the case manager is unable to submit an electronic referral right away. We use a color system to alert clients when they need to come in to test. The clients are required to call every day to see if their random color is called. If their color is called, they are required to come in for a test. BI staff will send the case manager a daily summary detailing the clients required to report the day prior and any no-shows. If the client provides a positive breathalyzer, an email will immediately be sent to the case manager. If the client is required to provide a UA, the test will be sent out within 24 hours. ACHSD will then receive an email alerting when test results are ready.

We offer directly observed collection, which has resulted in us detection of numerous tampers. You can get results fast and at no additional cost with our automated system, which emails you notification of results.

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Substance Monitoring Services

All UAs are secured in a locked container immediately after collection. Next, those UA samples are locked into a refrigerator until picked up by Fed Ex and overnighted to the lab. UAs are shipped every business day, thus offering the quickest turn around.

The following information details the process step-by-step to address the needs of ACHSD clients.



Please see attachment 1 for our Alcohol/Drug Screening Policy and Procedures

9.2.2 List the types of substance monitoring services your organization can offer to ACHSD along with the fee associated with each service.

Clients will be monitored for substances using UA and a breathalyzer. Clients will be tested for the drugs listed below. However, clients can be tested for a large variety of drugs including Spice, if needed. We are happy to offer additional testing and prices when needed.

- ❖ Amphetamines
- ❖ Barbiturates
- ❖ Benzodiazepines
- ❖ Cocaine metabolites
- ❖ Creatinine
- ❖ Marijuana metabolites
- ❖ Methadone
- ❖ Opiates/Expanded Opiates
- ❖ Phencyclidine
- ❖ Alcohol

Service	Fee
UA	\$11
Breathalyzer	\$4
Intake fees	\$0
Confirmation*	\$10

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 Substance Monitoring Services

*GC/MS confirmation costs \$10. TLC confirmation costs \$0.

Additional testing available, pricing options are below:

Service	Fee
ETG*	\$25
Hair Test*	\$60
Spice Test*	\$35
Confirmation	\$0

* Each of these tests includes the confirmation at no additional cost.

Additional Option	Fee
UA + ETG	\$25
Confirmation	\$0

9.2.3 How do you (or your agency) provide services for a client that does not understand you due to cognitive or dialect concerns?

For a client to understand the process and comprehend the services required of them, we will take the time to walk through the steps with the client and explain what will happen. The client is also provided with written instructions. We also have a staff member available that speaks Spanish if needed. If a client does not understand the language, a language service can be offered to assist the client.

9.2.4 Do you have more than one location where you can provide services to ACHSD clients? What hours/days of the week are you (or are employees at your agency) available to provide services?

We can provide the requested services for ACHSD clients at five of our convenient front-range locations in Colorado. The multiple locations and hours offer convenience and flexibility for clients that need to work late. The facilities are open seven days a week, 365 days a year.

Facility location	Address	Hours
Denver	700 W. Colfax Denver, CO 80204	8 a.m.-8 p.m., Monday-Saturday and Sunday and holidays, 8 a.m.-noon
Northglenn	506 Malley Drive Northglenn, CO 80233	9 a.m.-8 p.m. Monday-Friday Saturday/Sunday/holidays, 8 a.m.-noon
Aurora	15290 E Sixth Ave. Aurora, CO 80011	9 a.m.-7 p.m. Monday-Friday, Saturday/Sunday/holidays, 8 a.m.-noon
Greeley	810 9th Street, #100 Greeley, CO 80631	8 a.m. to 8 p.m. Monday-Friday, Saturday/Sunday/holidays, 7 a.m.-11 a.m.
Lakewood	2099 Wadsworth Blvd. Lakewood, CO 80214	9 a.m.-7 p.m. Monday-Friday, Saturday/Sunday/holidays, 8 a.m.-noon

9.2.5 How much advance notification is required prior to providing services?

No advance notice is required for providing services.

9.2.6 For agencies, how many staff does your agency currently employ?

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BI employs 930 employees.

9.2.7 Are you able to sub-contract with drug testing staff state wide? Do you currently have partnerships with any agencies or independent contractors outside of the Denver Metro area?

BI sub-contracts with Redwood Toxicology Laboratory for testing.

Redwood Toxicology, through their website, provides an accurate statement of test results.

BI staff will provide comprehensive documentation on all court ordered UA tests, UA confirmation tests, documentation on clients that test positive, and clients that are “no-shows” within 24 hours to the Department. Monthly documentation on all test results will be provided in a format approved by the Department. The Redwood Toxicology website, www.redwoodtoxicology.com provides automated notices and several reports.

BI staff are knowledgeable in test results, and Chain of Custody procedures and issues. Our staff will be available to provide testimony if necessary.

9.2.8 Does your agency have an online referral and reporting system that has the ability to grant access to results to approved parties?

BI has developed a secure online referral system that allows approved parties access. This system also allows for ACHSD to approve a payment for service. If ACHSD does not have a current system to make a referral, we offer this at no additional cost. A screen shot of the system is provided in Figure 1.

Clients are referred to BI through an online electronic referral system. We use a color system to alert clients when they need to come in to test. Clients are required to call every day to see if their random color is called. If their color is called, they are required to come in for a test. Once they either provide the UA or breathalyzer, the UA test only will be sent out to the lab within 24 hours. ACHSD will then receive an email alerting when test results are ready or if the client failed to report for testing. Clients can also complete a one time walk-in service if needed. They do not have to be on the color system to receive services.

Sample of BI electronic web referral

Voucher Date: 11/16/2011 Please check the appropriate box

PROMOTION	YES/NO	#
DISCOUNT	YES/NO	#
MINIMUM	YES/NO	#
ACHSD		

ID Number: _____
 Client First Name: _____
 Client Last Name: _____
 ML #: _____
 BI REFERENCE: _____
 AUTHORIZED SERVICE MONTH: _____

Authorized Service	Number of Services	Amount Due Per Service	Client Payment Amount Per Service	Total Amount Authorized
UA Breathalyzer				
Total Annual Authorized				

Office Electronic Signature: _____
 First Initial: _____ Supervisor: _____
 PRN/ADP#: _____ (If no signature, user agency agrees to)

- Name of agent (operator, chemist, analyst or Services), description of services, received, amount and analysis per service
- Attach copies of laboratory report to invoice when required to invoice
- BI will not authorize services until they are fully reimbursed
- BI will not provide their services unless they are fully reimbursed
- Submit invoices on a weekly basis

Note: Most tests require a collection number (ID#) and a photo of the client. Official collection station may not be required for provided by the laboratory.

[Save] [Cancel]

Figure 1
 BI's online referral system can help the Department streamline the system and avoid paperwork getting lost. It can also speed up the process of processing clients.

Drug testing results and the disposition of other services are reported electronically to ACHSD via email. Our UA results reporting system is contracted with Redwood Toxicology Laboratory and will be accessible by approved ACHSD employees. ACHSD staff will receive an email that alerts them that client results are ready and the staff member will have access to an online database of client information and results. Results are available much quicker because of the online system. The self-service system can help avoid paperwork getting lost and it can save time by having it all online and in one place. This is a value added

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benefit for the ACHSD. If the Department prefers another referral system, we can easily incorporate this as well.

9.1 Expertise and Experience

9.3.1.1 How long have you (or your agency) been providing drug test services?

We have been providing drug testing services in Colorado since 1997.

9.3.2 For individual applicants, what type of ongoing education/training do you participate in to ensure the continued quality of your substance abuse monitoring skills?

Our ongoing training includes:

- ❖ All new employees are required to complete 40 hours of training via our online Learning Management System. This training includes substance abuse monitoring training.
- ❖ All new employees must perform substance abuse monitoring skills and be certified by their program manager.
- ❖ Each office is audited by our independent auditor on how to collect a UA. UA collection is audited in depth for quality bi-monthly. Monitors are managed for errors, such as leaky UA bottles in transit, missing signature, etc.

Comprehensive Staff Training. BI has a full employee training program and a dedicated training department. Training for all staff focuses on key areas such as policy and procedures; contract requirements; security and accountability; and programming and Evidence Based Practices. New employee training occurs prior to program commencement, and encompasses three weeks. Staff then receive on-the-job training and mentoring. The BI Program Manager also completes a competency checklist throughout the training to ensure that each new employee demonstrates an active understanding of office procedures, standards, and practices.

- **Level I Training.** BI is committed to maximizing our staff's understanding of and ability to perform job responsibilities. Full-time employees must complete our Level I training within 30 working days of hire date. Level I training covers 40 hours of online material including What Works research, communication courses, and general policy and procedure training. Level I Training is delivered via our online Learning Management System. All Level I courses include tests and quizzes that must be passed with a minimum score of 80%.

Annual Refresher Training. After their first year with the company, our full-time employees must take at least 40 hours of on-going training per year. The BI Program Manager identifies the particular needs and interests of their staff, then schedules the appropriate training. As a benefit to ACHSD, we can also train ACHSD staff.

9.3.3 For agencies, please discuss how you ensure the competency of your agency's staff, employee hiring, training, and evaluation processes.

BI, a Diverse and Equal Opportunity Employer recognizes that dedicated staff are the key to a successful program. We hire experienced individuals and dedicate resources to developing their skills. An internal training department provides initial and annual refresher training courses. On a local level, Program Managers lead activities to enhance understanding of evidence-based principles and behavioral practice. In addition, we have mentorship programs and leadership academies to provide staff opportunities to explore career development and to build their skills as facilitators, leaders and culture drivers. Our staff receives regular training, feedback and evaluation support from the corporate office.

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9.3.4 Have you (or your agency) provided drug testing services to individuals within human services agencies in the past? If so, please discuss program specifics. If not, please indicate what other experience you (or your agency) have.

Yes. We have experience providing drug testing services for a similar population with Arapahoe County Social Services. In addition, we provide drug testing and Breath Analysis services for over 50 other agencies in Colorado.

9.3.5 List any memberships in professional associations, organizations, or societies that are job-related.

BI has been a proud national member and sponsor of the American Correctional Association (ACA) and the American Probation and Parole Association (APPA) for 18 years. BI is also a member/sponsor of:

- National Association of Pretrial Services Agencies (NAPSA)
- American Jail Association (AJA)
- National Association of Probation Executives (NAPE)
- National Association of Drug Court Professionals (NADCP)
- National District Attorneys Association (NDAA)
- International Community Corrections Association (ICCA)

List applicable licenses or permits presently held and ability to obtain additional licenses or permits that may be required.

We are a licensed treatment provider with the Colorado Office of Behavioral Health.

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Alcohol/Drug Screening Policy and Procedures

Required Services

Alcohol/Drug Screening

The following section details the written step-by-step procedures for the alcohol and drug monitoring that BI is offering ACHSD.

Breathalyzer Procedure

1. Client is to be greeted at front desk by staff, wherein client identification is confirmed.
2. Once identity is confirmed, client is to be checked in to AccuTrax for scheduled services.
3. Upon completion of the check in process, client is then to submit an indirect breathalyzer test into wall-mounted testing device. It should be one quick and steady gust, at about the same strength as blowing out birthday candles. The blue light will indicate the client has successfully blown into machine.
4. Results are to be logged in client's AccuTrax account.
5. If breath test is negative for alcohol, client has completed breathalyzer and is free to leave the office. The wall mount machine light will turn green and two short beeps, indicating a negative test.

Positive Breathalyzer Procedure

1. Should client's test come back positive for alcohol, the wall mount machine light will turn red, the middle portion will light up and several beeps indicating the presence of alcohol.
2. A direct breathalyzer will be administered using the handheld device. Device should include a disposable plastic tube previously sealed for sanitary purposes.
3. Tube is to be unsealed and attached to direct breathalyzer machine by staff member.
4. Client is to place lips around the plastic tube and blow one long and steady breath into it. Breath should be strong and last approximately 15 seconds, or until breath test machine indicates a sufficient sample.
5. Should the direct test come back negative for alcohol, client has completed breath test and is free to leave the office.
6. Should the client's breath test come back positive for alcohol, an accurate measurement of their Blood Alcohol Content (BAC) should be visible on the breath test device.
7. The client will be asked if they have consumed any alcohol. The client's response will be documented in the violation report.
8. A second direct breathalyzer should be administered after approximately 10-15 minutes.
9. The client should submit Urinalysis at no charge (discount); this is a secondary test for confirmation purposes. Staff will need to ensure the Redwood Panel 53 is selected which includes alcohol, not a test for EtG (Ethylglucuronide).
10. If client has had a positive breath test, they are to remain within the office while staff writes a violation in their AccuTrax account and contacts their PO/Case Manager/Counselor.
11. Client is to be tested repeatedly every 15 to 30 minutes with a direct breath test until their BAC drops to .040. Under no circumstances will the client be allowed to leave the office unless they
 - Blow .040 BAC
 - Has a licensed and insured driver who can provide a breath test and also blow .000 BAC
 - Client's Counselor/PO/Case Manager contacts the facility and makes alternative arrangements.
 - If the facility is closing and client has not met the above criteria, then community safety is of paramount importance and any of the following options may be utilized: a designated driver to transport client home, client to sign contract if walking.

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- If client's BAC is over .125 or there are other health concerns (such as medications), local law enforcement will be contacted to transport client to detox.
- 12. All steps of the process are to be documented and logged in client's AccuTrax account and well as on the log sheet.

UA Procedure

1. Client is to be greeted at front desk by staff, wherein client will provide photo identification of self. Sentry and CWISE uploaded photos are acceptable forms of identification.
2. Once identity is confirmed, client is to be checked in to AccuTrax for scheduled services.
3. Staff will obtain Chain of Custody (COC) form for client.
4. Once client has been checked in, staff is to log client's service on log sheet. Log sheet information shall include date of Urinalysis (UA), time of UA, UA specific Chain of Custody (COC) tracking number, and staff signature. (Log sheets will be maintained per office specification as well as back-up system when internet based system are non-functional).
5. Staff will gather specimen collection supplies.
6. Client is to be escorted into restroom facility by staff member of same gender. Only the client and the staff member collecting the sample are to be present in the bathroom facility.
7. Staff member shall inform client to remove any heavy or baggy clothing such as coats and long shirts.
8. Client must rinse hands under cold water with no soap in an effort to dissuade client from using any tampering device they may have in or on their hands. If sink is unavailable then this step maybe skipped.
9. Client will then be issued the UA cup.
10. For **male UA observations**, client must stand in front of commode at an angle in which their UA submission is clearly visible. Client must lift shirt up and unbuckle belt/pants and drop pants at least past genital area. Cup needs to be at least two inches away from the client. Staff member is to be in constant observation of client as they provide the UA sample, keeping a very close eye out for any sort of tampering device or method. Client must fill sample cup at least half way full.
11. For **female UA observations**, client must sit straight upon toilet and place a wide mouth cup so as to catch as much urine as possible. Client is to not use a second hand to block view of UA sample cup. If necessary, the unused hand is to be placed somewhere away from the sample cup within plain view. Client must begin to urinate, then immediately stop after only a few seconds to ensure that no tampering device is being used. Then client will urinate into specimen collection device, at least half way full.
 - a. If utilizing a larger collection cup and then a sample cup, the client must pour urine into the smaller sample cup over the toilet until it is half way full. The collection cup will be discarded.
 - b. If client is menstruating, have the client wipe the genital area with toilet paper to minimize blood in the sample before the collection process begins.
 - c. If client is suspected of tampering or has difficulty with collection process, wands are available. The wand is an extension stick where the client holds one end and the collection cup is placed on the other end. This allows the collection process to be essentially hands free.
12. Once the client has submitted their sample, the lid must be placed over the container. Client must check to see if lid has been placed on straight and tightly in observation of

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Alcohol/Drug Screening Policy and Procedures

- collector. Client will then flip cup over above the commode to ensure their specimen cup has no leaks. Or ensure cap is sealed once in protective plastic bag, depending on lab.
13. Client shall read and sign the "Donor Consent/Certification" section of the Chain of Custody form certifying the urine is the donor's, and shall initial the seal.
 14. The collector shall read and sign the "Collector Certification" section of the Chain of Custody.
 15. If no leaks or tampers, staff member is then to inspect temperature sticker on sample cup to ensure that sample is within valid temperature range. (Within 90 and 100 degrees Fahrenheit).
 16. Client is to place initialed label over the top of their cup, with long ends of the label extending over the sides. If a second label is present, it is to be placed across the side of the sample cup.
 17. Staff member is to then place folded Chain of Custody into UA sample bag after having detached the COC carbon copy/receipt.
 18. Client is then to place sealed sample cup within UA sample bag. Bag is then to be sealed by staff member as client watches to ensure sample is not improperly sealed or tampered with.
 19. Staff will do final check to ensure the specimen is sealed by twisting bottle (redwood) or closing cap down.
 20. Staff member will then give client the carbon copy/receipt of the COC and client is allowed to leave.
 21. UA sample will be stored in shipping package. Once the shipping package has reached maximum capacity, then to be placed in the refrigerator. Refrigerator room or individual refrigerator to be locked at all times and only authorized personnel are allowed access. Redwood Toxicology Laboratory will receive and process all UA tests.