

**ADAMS COUNTY  
PROFESSIONAL SERVICE AGREEMENT 2018.219  
HOMES FOR HOPE FOSTER CARE PROJECT**

THIS AGREEMENT ("Agreement") is made this 5<sup>th</sup> day of November 2018, 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 Nightlight Christian Adoptions, located at 150 East 29<sup>th</sup> Street, Suite 255, Loveland, Colorado 80538, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties."

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

**1. SERVICES OF THE CONTRACTOR:**

1.1. All work shall be in accordance with the attached RFP 2018.219 and the attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.

1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall use its best efforts to 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.

**3. TERM:**

3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date of this agreement.

3.2. Renewal Option: The County, at its sole option, may offer to renew this Agreement as necessary for up to four, one year renewals providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such renewals must be mutually agreed upon in writing by the County and the Contractor.

**4. PAYMENT AND FEE SCHEDULE:** The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services: \$5000 flat fee per month to cover recruitment, training, retention of

foster parents, supplemental case management, transportation and start up costs. This agreement is not to exceed sixty-thousand dollars (\$60,000.00).

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. In the event of non-appropriation, County shall provide written notice to the Contractor at least 30 days prior to termination date.

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, foster parent 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 the 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 or policies required under this Agreement.

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

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

## **10. WARRANTY:**

- 10.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

## **11. TERMINATION:**

- 11.1. For Cause: If, through any cause, the Contractor or the County fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the County or the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County or the Contractor shall thereupon have the right to immediately terminate this Agreement, upon giving written

notice to the other party of such termination and specifying the effective date thereof.

- 11.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

## **12. MUTUAL UNDERSTANDINGS:**

- 12.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.

- 12.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, , 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. The 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).

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

- 12.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.

- 12.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.

12.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

12.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

12.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective:

1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested;

2) Immediately upon hand delivery; or

3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Children and Family Services  
Contact: Ellen Sandoval  
Address: 11860 Pecos Street  
City, State, Zip: Westminster, Colorado 80234  
Phone: 720-523-4261  
E-mail: [esandoval@adcogov.org](mailto:esandoval@adcogov.org)

Department: Adams County Purchasing  
Contact: Bethany Bonasera  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720-523-6056  
E-mail: [bbonasera@adcogov.org](mailto:bbonasera@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: Nightlight Christian Adoptions  
Contact: Meaghan Nally, Foster Adoptions Manager  
Address: 260 East 29<sup>th</sup> Street, Suite 255  
City, State, Zip: Loveland, Colorado 80538  
Phone: 970-663-6799 x124

E-mail: mnally@nightlight.org

- 12.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 12.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 12.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 12.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

### **13. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:**

- 13.1. Amendments or Change Orders: Upon mutual agreement of the parties, the County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Solicitation, or, if no provision exists, pursuant to the terms of the Amendment or Change Order.
- 13.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

### **14. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:**

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 14.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

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

14.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

14.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

14.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

14.6. If the 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 (3) 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 (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

14.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

14.8. If Contractor violates this Section of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY



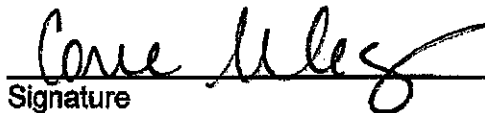
IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

Adams County Manager

  
Raymond H. Gonzales

12.8.2018  
Date

Nightlight Christian Adoptions

  
Signature

11-5-18  
Date

Corie Giles  
Printed Name

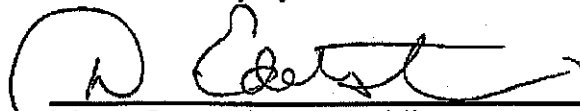
Executive Director  
Title

Attest:

Stan Martin, Clerk and Recorder

  
Deputy Clerk

Approved as to Form:

  
Adams County Attorney's Office

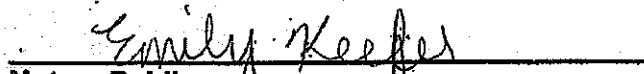
NOTARIZATION OF CONTRACTOR'S SIGNATURE:

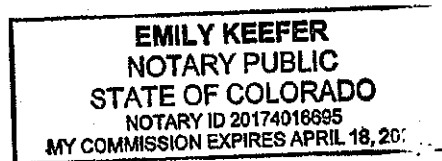
COUNTY OF Larimer

STATE OF Colorado )SS.

Signed and sworn to before me this 5<sup>th</sup> day of November, 2018,

by Emily Keefer

  
Notary Public



My commission expires on: April 18, 2021

## 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:

Nightlight Christian Adoptions      11-5-18  
Company Name      Date

Corie Miles  
Signature

Corie Miles  
Name (Print or Type)

Executive Director  
Title

Note: Registration for the E-Verify Program can be completed at the  
<https://www.vis-dhs.com/employerregistration>.

It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

**SCOPE OF WORK Attachment A  
ADAMS COUNTY HUMAN SERVICES DEPARTMENT  
HOMES FOR HOPE PROJECT**

**The Scope of Work for the Homes for Hope Foster Care Project is  
subject to change as the program develops.**

The Adams County Human Services Department is seeking a collaborative partner agency in a project called Homes for Hope. Homes for Hope is a program that will largely serve children ages 0-10 to provide temporary foster care. When beds are available, emergency placement will be needed to keep children within Adams County while an alternate kinship home, foster home or return to parents option can be explored. Adams County owns two existing homes on a single property that will house the foster families, and both homes will be furnished. Although they share property, one home is in Thornton and the other is in unincorporated Adams County. We estimate that a maximum of 10 children will be served at any time within these two residences, and the placements will be exclusively available for Adams County foster children. The awarded Child Placement Agency (hereafter referred to as CPA) will receive a reduced rental rate to occupy the homes. The CPA will be responsible for recruitment, licensing and retention of the two foster families and will ensure that there be a minimum of 6 placement slots for foster children at any given time. Families recruited by the CPA will have no more than 2 biological or adopted children. In order to account for children's potential allergies, there will be no pets allowed on the properties at any time, unless specifically agreed to by the parties hereto.

While Adams County will prioritize placement of children ages 0-10, we request that the foster homes be licensed to serve youth ages 0-18 to support the priority of keeping sibling groups together when possible. We are also interested in an option to place teen moms, who are in our custody, into this setting with their infants while we seek alternative longer-term placement options.

Adams County will add the lease/sublease to this agreement as an Amendment within 60 days of the final executed date.

**A. Preferred Outcomes**

The preferred partner will provide the following:

- Licensed foster parents will occupy each home. If attrition occurs, the CPA will make diligent and timely efforts to recruit new foster parents to move in. While attrition cannot always be predicted, long delays in replacing foster parents will defeat the purpose of the project. The goal is a 90% yearly occupancy rate for each home.
- The CPA will ensure that the foster parents remain licensed and that yearly renewal dates for continued licensure are met.
- The CPA/foster parents will be responsible for routine, everyday maintenance of the home.
- The CPA and foster parents will participate in monthly face-to-face meetings with the Adams County Human Services Department's placement team and relevant

staff during the first year of the pilot. After the first year, face-to-face meetings will occur at regular, to-be-determined intervals.

- The CPA and/or foster parents must be willing to transport children or arrange for such transportation to parenting time/visitation at the ACHSD or an agreed upon community location with parents and/or siblings.
- The CPA and/or foster parents must work closely with the county to keep each school-aged youth in his/her home school.
- The foster parents must be willing to meet and work with bio-/adoptive parents and/or kin to assist with reunification with family.
- The CPA and/or foster parents will assure that children are scheduled for initial medical and dental appointments within 72-hours of placement and transport them to either Mountainland Pediatrics or another county-approved provider. (Mountainland Pediatrics will prioritize our foster children for initial appointments and any follow-up medical, dental, mental health appointments that may be recommended.)
- When beds are available, the CPA/foster parents will be available for 24-hour emergency admissions as needed. The CPA will offer 24-hour support for the foster homes as needed.
- The foster parents/CPA MUST share our commitment to keep siblings together.
- The program will have a "no eject, reject" (no automatic no's) policy, unless there is a specific, identifiable safety concerns will be at the discretion of the CPA but subject to review and dialogue with the County.
- The foster parents/agency must be open to training regarding the specific medical/developmental needs of children.
- The CPA will provide a minimum 1 time per week case management contact with each home AND assign a single case manager to work with the two homes.
- The CPA will have a plan for respite, time off, emergencies and vacations for the foster parents to assure continuous availability of placements and allow children to remain in the home during these times.
- The CPA will assure that ACHSD caseworkers receive a weekly written report regarding each foster child during the first 30 days of placement and thereafter, monthly.
- The foster parents/CPA must be culturally responsive to the needs of children/sibling groups placed in the home (includes language, religious/spiritual, cultural and ethnic traditions).
- Abide by all Volume 7 licensing regulations.

#### **B. Qualifications of Staff and Foster Parents**

All applicable Volume 7 rules and regulations must be adhered to by the CPA. (Any out of compliance issues must be brought to the attention of ACHSD

immediately.)

### **C. Details Related to the Project**

1. The first of the homes contains 1120 square feet on the main living level and will have a basement that is the same size. There is a sun porch off the front entrance. This is the home primarily designated for infants and toddlers. It has 2 small bedrooms on the main floor and will have 2 bedrooms in the basement when completed. It will also have 1 bathroom on the main level and 1 bathroom in the basement.
2. The second home is a tri-level containing 2688 square feet and will have 4 bedrooms and 3 bathrooms once refurbished. There are 3 bedrooms on the upper level, 1 bedroom on the lower level, and 1 bedroom in the basement. The living room, dining room and kitchen occupy the main level. There is also a large sun porch off the living room. This is the home primarily designated for sibling sets.
3. Although the homes are on the same property, one is located in unincorporated Adams County and the other resides in the City of Thornton. Foster parents or the CPA will be responsible for transporting all school-aged children to their schools of origin per ESSA (Every Student Succeeds Act) law. There will not be reimbursement for mileage for transporting the foster children to their visits, schools or any other activities.

### **D. Anticipated Outcomes and Performance**

Performance measures and outcomes will be discussed with ACHSD at regularly scheduled meetings. The CPA will be required to track measurements including, but not limited to: age of children admitted, average length of stay, acceptance rate (No "no's" without a valid safety concern), percent of on-time medical/dental appointments scheduled/held, number of children able to remain in their home school, etc.

As requested, the CPA and County will participate in staffing cases, with each party determining the personnel appropriate to participate.

Conflicts and concerns related to a child's placement should be addressed at the lowest level possible with adherence to the CPA's and County's respective chain of command procedures.

### **E. Service Recipients**

- Children between the ages of birth to 18 who are involved in the child welfare system as a result of child abuse, neglect and/or juvenile delinquency and who are in need of out of home placement, providing

such children are not a risk to the foster parents or other children in the home..

**F. Reporting**

- The CPA will assure that ACHSD caseworkers receive a weekly, written report regarding each foster child during the first 30 days of placement and monthly thereafter. There will be a template for this report which will be provided by ACHSD to the CPA.

**G. Reimbursement Costs**

- \$69.66 per child per day in the home- as the State issued flat rate to cover Administrative Maintenance, Administrative Services, and Child Placement Reimbursement.

End of Scope of Work