

**ADAMS COUNTY  
PROFESSIONAL SERVICE AGREEMENT  
Fostering Healthy Futures Program**

THIS AGREEMENT ("Agreement") 2019.916 is made this 1 day of October 2019, 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 University Physicians, Inc., d/b/a University of Colorado Medicine ("CU Medicine), with a business address of 13199 E. Montview Boulevard, Aurora, Colorado 80045, a Colorado non-profit corporation established by the Board of Regents of the University of Colorado to serve as the fiscal and business agent for the University of Colorado School of Medicine ("SOM") and its faculty members, including Robyn Wertheimer Hodas hereinafter referred to as the "Contractor." The County and CU Medicine may be collectively referred to herein as the "Parties."

WHEREAS, the University of Colorado has established CU Medicine to serve as the business and fiscal agent of SOM.

WHEREAS, County has need for professional services as described below and desires to secure the professional services of Contractor who is a SOM faculty member and employee.

WHEREAS, CU Medicine is willing to contract on behalf of SOM for the provision of such services by Consultant for County.

WHEREAS, CU Medicine is an independent non-profit organization that serves as the centralized business and contracting agent for SOM and all full-time employees of SOM, including Contractor have assigned rights to any income earned from professional services to CU Medicine. Income from such services is billed and collected by CU Medicine and then disbursed to SOM in accordance with CU Medicine policies and procedures. CU Medicine performs centralized business and administrative functions on behalf of SOM and in no manner engages in the practice of medicine itself. The parties acknowledge and agree that CU Medicine is authorized to bill for and collect from County the fees arising from this Agreement for the services performed by Contractor.

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

**1. SERVICES OF CU MEDICINE:**

- 1.1. All work shall be in accordance with the Scope of Work 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 CU Medicine) to be performed by CU Medicine. If the County requests such additional services, CU Medicine 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 CU Medicine shall bill for such services of Contractor at the rates provided for in this Agreement.

2. **RESPONSIBILITIES OF THE COUNTY:** The County shall provide information as necessary or requested by CU Medicine to enable CU Medicine's performance under this Agreement.

3. **TERM:**

3.1. **Term of Agreement:** The Term of this Agreement shall be for five (5) years from June 1, 2019 through May 31, 2024.

4. **PAYMENT AND FEE SCHEDULE:** The County shall pay CU Medicine for services furnished under this Agreement, and CU Medicine shall accept as full payment for those services, the not to exceed price of Seventy-four thousand six hundred sixty-six dollars and eighty-eight cents (\$74,666.88) per year based upon yearly budget approval. The not to exceed payments per year break down as follows:

Year 1: June 1, 2019 - May 31, 2020- \$74,666.88  
Year 2: June 1, 2020 -May 31, 2021- \$74,666.88  
Year 3: June 1, 2021 - May 31, 2022- \$74,666.88  
Year 4: June 1, 2022 - May 31, 2023- \$74,666.88  
Year 5: June 1, 2023 - May 31, 2024- \$74,666.88

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.

Payments shall be payable to "University of Colorado Medicine" at:

University of Colorado Medicine  
Finance Department  
P.O. Box 110247  
Aurora, CO 80042-0247  
contractbilling@cumedicine.us

4.2 This agreement is being paid with CORE grant funds. As a material term of this Agreement, and in order to receive payment for services rendered, Contractor shall submit all invoices within 30 days it provides services. No County funds have been or will be appropriated to pay for Contractor's services pursuant to this agreement. In the event CU Medicine fails to submit invoices as required by this paragraph, Contractor understands that grant funds will no longer be available for payment, and CU Medicine will be barred from receiving payment for its services. Invoices for fixed rate payments are due no later than the 8<sup>th</sup> of every month. Fee for service payments are due no later than the 10<sup>th</sup> of every month

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, CU Medicine acts as an independent contractor and not as an employee of the County. CU Medicine 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 CU Medicine 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. SOM, 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, CU Medicine understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. CU Medicine 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. **CU Medicine shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. CU Medicine 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. CU Medicine 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:** Each party will be exclusively responsible and liable for the acts and omissions of its own employees during the course of this agreement.

8. **INSURANCE:** As an employee of the University of Colorado, Consultant shall have professional liability coverage through the University of Colorado Self Insurance Trust and such other insurance as shall be necessary to insure against any medical malpractice claims which may arise out of direct patient care and other professional activities contemplated under this Agreement.

SOM self-insures (through the University of Colorado Self Insurance Trust) for professional liability insurance for itself and for its public employees who provide health care and other professional services pursuant to the Colorado Governmental Immunity Act (Colorado Revised Statutes, §§ 24-10-101 et. seq). The University of Colorado's self-insurance program provides coverage in accordance with the limits of the Colorado Governmental Immunity Act, which provides that the maximum amount that may be recovered against a public entity or public employee shall be:

- (a) For any injury to one person in a single occurrence, the sum of three hundred eighty-seven thousand dollars (\$387,000.00); and
- (b) For any injury to two or more persons in any single occurrence, the sum of one million ninety-three thousand dollars (\$1,093,000.00); except in such instance recovery per person may not exceed three hundred eighty-seven thousand dollars (\$387,000.00).

Pursuant to the Colorado Governmental Immunity Act, SOM will be responsible for injuries sustained from an act or omission of a public employee occurring during the performance of the employee's duties and

within the scope of his/her employment, unless the act or omission is willful and wanton or where sovereign immunity bars the action against SOM.

- 8.1. Proof of Insurance: At any time during the term of this Agreement, the County may require CU Medicine to provide proof of the insurance coverage or policies required under this Agreement.

## **9. TERMINATION:**

- 9.1 For Cause: If, through any cause, CU Medicine fails to fulfill its obligations under this Agreement in a timely and proper manner, or if CU Medicine 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 CU Medicine of such termination and specifying the effective date thereof.
- 9.2 For Convenience: Either party 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, CU Medicine will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services CU Medicine was to perform under this Agreement, less payments previously made to CU Medicine under this Agreement.

## **10 MUTUAL UNDERSTANDINGS:**

- 10.1 Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 10.2 Fingerprinting: Contractors working under this agreement shall submit proof of a fingerprint supported criminal history background check(s) for any agent and or employee(s) of CU Medicine that will be responsible for performing the work described herein. CU Medicine shall be responsible for any costs associated with securing said criminal history background check(s).
- 10.3 Compliance with Laws: During the performance of this Agreement, CU Medicine 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. CU Medicine 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, CU Medicine expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 10.4 OSHA: CU Medicine 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.
- 10.5 Record Retention: CU Medicine 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.

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

**10.7 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.

**10.8 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.

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

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

2) Immediately upon hand delivery; or

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

Department: Adams County Human Services Center  
Contact: Nadia Barela, Contract Supervisor  
Address: 11860 N Pecos Street  
City, State, Zip: Westminster, Colorado 80234  
Phone: 720-523-4262  
E-mail: [nabarela@adcogov.org](mailto:nabarela@adcogov.org)

Department: Adams County Purchasing  
Contact: Bethany Bonasera, Contract Specialist  
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: University of Colorado Medicine  
Contact: Robert Murchison  
Address: PO Box 111719  
City, State, Zip: Aurora, Colorado 80042  
Phone: 303-493-7000  
E-mail: Robert.Murchison@childrenscolorado.org

- 10.10 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.
- 10.11 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.
- 10.12 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.
- 10.13 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.

## **11 AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:**

- 11.1 Amendments or Change Orders: The County may, from time to time, require changes in the scope of the services of CU Medicine to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. CU Medicine 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 CU Medicine.

## **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, CU Medicine shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 14.1 CU Medicine 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 CU Medicine shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 14.3 CU Medicine shall not enter into a contract with a subcontractor that fails to certify to CU Medicine 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, CU Medicine 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 CU Medicine 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 CU Medicine obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, CU Medicine shall: notify the subcontractor and the County within three (3) days that CU Medicine 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 CU Medicine 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, CU Medicine shall be liable for actual and consequential damages to the County.

By signing this Agreement, CU Medicine is acting on behalf of SOM in CU Medicine's capacity as SOM's designated business and fiscal agent. All services to be performed pursuant to this Agreement will be carried out by SOM and its employees/faculty members, who at all times will be subject to and covered by SOM administrative policies and all applicable Colorado state law and regulation governing public employees of the State of Colorado and its component units and departments, including the University of Colorado and the University of Colorado School of Medicine.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

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

ADAMS COUNTY, COLORADO  
BOARD OF COUNTY COMMISSIONERS

[Signature] \_\_\_\_\_ Date Oct 1<sup>st</sup>, 2019

UNIVERSITY OF COLORADO MEDICINE

[Signature] \_\_\_\_\_ Date 9/23/2019

Signature Executive Director  
Sr. Associate Dean for Finance and Administration,  
University of Colorado School of Medicine  
Title

Brian T. Smith  
Printed Name

Attest:

Josh Zygielbaum, Clerk and Recorder

[Signature]  
Deputy Clerk

Approved as to Form: [Signature]  
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

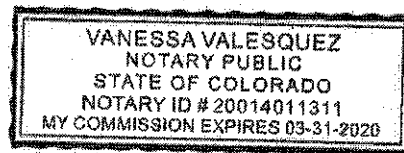
COUNTY OF Adams

STATE OF Colorado )SS.

Signed and sworn to before me this 23<sup>rd</sup> day of September, 2019,

by Brian T. Smith

[Signature]  
Notary Public



My commission expires on: 03/31/2020







# FOSTERING Healthy Futures

2148 SOUTH HIGH STREET • DENVER, CO 80208

## Fostering Healthy Futures Program Offerings FY20

We appreciate the time you took to meet with us over the past few weeks. Given the discussions we have had with Adams, Arapahoe, Denver, Douglas and Jefferson counties, we are planning to offer the following next year:

- Kempe will provide 2-3 groups for 16-24 children. The number of children/families served will depend upon the number of county contracted spots.
- We will expand the eligibility criteria to include children who are not in out-of-home care but have “touched” the child welfare system in some way. This may include:
  - Children who have an open case but are living at home
  - Children who have reunified or been adopted with open or closed cases
  - Children whose families have been referred to child welfare but do not have an open case
- We will also continue to enroll children who are in out-of-home care (non-relative foster, kinship, and residential).
- We will hold groups in different quadrants of the Metro area to accommodate as many children as possible. Locations will be determined after children are referred.

**If you are interested in contracting with Kempe for slots for next year, we would appreciate knowing how many slots by May 15<sup>th</sup>, so that we may begin hiring program staff and mentors.** If you are unsure of the exact number of slots but can commit to a range, that would greatly help our planning as well.

The cost of the program will be the same as last year (\$7,000 for the 9 months). If a child withdraws from the program, your county can substitute a new child into the full program through January; after January, any new children will be provided with mentoring only. Kempe will cover the costs of program modification for the broader population of children/families we plan to serve and we will work with your contract staff to modify language accordingly.

Please let us know if you have any questions. We look forward to hearing from you soon!



UNIVERSITY of  
**DENVER**

GRADUATE SCHOOL OF SOCIAL WORK



The Kempe  
Center



School of Medicine

UNIVERSITY OF COLORADO ANSCHUTZ MEDICAL CAMPUS