

**PURCHASE OF SERVICES AGREEMENT
CORE SERVICES PROGRAM**

1. This Purchase of Services Agreement (“Agreement”), is between Routt County, Colorado, acting by and through its Board of County Commissioners (“County”) and Advantage Treatment Center, Inc. [name], a(n) Colorado Corporation [individual or entity type], 12220 Hwy 61, Sterling, CO 80751 [address], Tax ID# 841504301 (“Contractor”).

2. This Agreement is effective from 06/01/2021, 2021 to May 31, 2022.

3. County agrees to purchase and Contractor agrees to provide Substance Abuse Monitoring [specify service], to youth and families identified by the Routt County Department of Human Services (“RCDHS”) as eligible for this service (“Service(s)”). This Service is described in 12 CCR 2509-4-7.303.1, *et seq*, Social Services Rules, Staff Manual Volume 7 and the State approved County Core Service Plan. Contractor shall perform the Service in a skillful, professional and competent manner and in accordance with the standards of care, skill and diligence applicable to consultants in the field in which Contractor practices with respect to such work.


4. As consideration for the Services to be performed by Contractor, County shall pay to Contractor the fee for service rates as set forth in the rate schedule attached as Exhibit A. The amount to be expended pursuant to this agreement shall not exceed Five Thousand Dollars (\$ 5,000).

5. Contractor shall submit billing for Services performed on a monthly basis no later than the 10th day of the month following the month in which the Services were performed. Contractor shall provide County with such other supporting information as County may request. County shall pay all properly submitted invoices within 30 days after receipt of each such invoice and any supporting information requested by County. All billings shall include the Contractor's taxpayer identification number or social security number.

6. Payment is subject to and contingent upon the continuing availability of funds for the purpose thereof.

7. County agrees:
- a) To determine child and family eligibility and as appropriate, to provide information regarding rights to fair hearings;
 - b) To provide Contractor with written prior authorization on a child or family basis for services to be purchased for children that are open child welfare cases;
 - c) To provide Contractor with referral information including name and address of family, social, medical, and educational information as appropriate to the referral for children that are open child welfare cases. This information will be provided directly to Contractor;
 - d) To monitor the provision of contracted service; and

Approved as to form

5/25/2021 

e) To pay Contractor after receipt of billing statements for services rendered satisfactorily and in accordance with this Agreement.

8. Contractor agrees:

a) Not to assign or subcontract out any of the services to be provided under this Contract;

b) To not charge clients any fees related to services provided under this contract;

c) To hold the necessary license(s) that permits the performance of the service to be purchased, and/or to meet applicable State Department of Human Services qualification requirements;

d) To comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap;

e) To provide the service described herein at cost not greater than that charged to other persons in the same community;

f) To submit a billing statement in a timely manner, no later than 10 days into the month following the month the service was provided or 10 days after the date this Agreement is executed, if later. Billing will clearly identify the youth or family being provided services. Failure to submit timely billing information may result in nonpayment;

g) To safeguard information and confidentiality of the youth and/or family's in accordance with rules of the Colorado Department of Human Services and the County Department of Human Services;

h) To provide directly to County reports on the provision of services for children that have open child welfare cases as follows:

- Within 2 weeks of enrollment/participation, submission of a treatment plan for the child/child's family with specific objectives and target dates. The treatment plan is subject to county approval.

- At intervals of 1 month, from the time of enrollment/participation, submit reports that include progress and barriers in achieving provisions of the treatment plan.

i) To provide access to all documentation for transactions related to this Agreement, for any duly authorized representative of the County or the Colorado Department of Human Services until the expiration of five (5) years after the final payment under this Agreement.

j) Indemnify County and the Colorado Department of Human Services from any action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with the performance of this Agreement or by conditions created thereby, or based upon any violation of any statute, regulation, and the defense of any such claims or actions.

9. Concurrently with this Agreement, the Parties shall execute a Business Associate Contract, attached as Exhibit B, and incorporated herein by reference.

10. Contractor is and shall remain an independent contractor and not an employee of County. All persons used by Contractor to perform the services shall be employees of Contractor and shall not be deemed employees of County. At all times while the Services are being rendered by Contractor, Contractor shall maintain Colorado worker's compensation coverage in the minimum amounts required by statute for all workers used by Contractor to

provide the Services whether or not such workers are paid any compensation by Contractor for such work. **Neither the Contractor nor any employee of Contractor shall be entitled to unemployment insurance benefits through the County and the Contractor shall be obligated to pay any federal or state income taxes due with respect to any sum payable by County hereunder.**

11. **Workers Without Authorization Provisions:** This Agreement is subject to the provisions of Workers without Authorization – Prohibition – Public Contracts for Services found at C.R.S. Section 8-17.5-101 *et seq.* By execution of this Agreement, Contractor certifies that it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Agreement.

A. Specifically, Contractor shall not:

(1) Knowingly employ or contract with a worker without authorization to perform work under this Agreement; or

(2) Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

B. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or Department Program.

C. Contractor shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Agreement is in effect.

D. If Contractor obtains actual knowledge that any of its subcontractors performing work under this Agreement knowingly employs or contracts with a worker without authorization, Contractor shall:

(1) notify the subcontractor and County, within three days of discovery of such fact, that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and

(2) terminate the contract with the subcontractor if, within three days of receiving the notice required by subpart D.(1) above, the subcontractor does not stop employing or contracting with the worker without authorization; except that Contractor need not terminate the contract with the subcontractor if, during such three days, the subcontractor provides information establishing that the subcontractor has not knowingly employed or contracted with a worker without authorization.

E. Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Section 8-17.5-102(5).

F. If Contractor violates any of the provisions of this section, County shall have the right to terminate the Agreement for breach of contract and, in such case, Contractor shall be liable to County for all actual and consequential damages incurred by County as a result of such breach and the termination of this Agreement.

G. County will notify the Office of the Secretary of State if Contractor violates this provision of this Agreement and the County terminates this Agreement for such breach.

As used in this provision, “Department” means the Colorado Department of Labor and Employment.

12. Termination. Either party may terminate this Contract by thirty (30) days prior notification in writing.


13. All payments will be paid through the State's approved automated system, as appropriate. Core Services Program expenditures will not be reimbursed when the expenditures may be reimbursed by some other source, as set forth in 12 CCR 2509-5-7.414(B).

ROUTT COUNTY DEPARTMENT
OF HUMAN SERVICES

CONTRACTOR

Kelly Keith, Director

Date: _____



Name: Josh Mayhugh
Title: Vice President
Date: 7/9/2021

ROUTT COUNTY BOARD OF
COUNTY COMMISSIONERS/HUMAN SERVICES

Timothy V. Corrigan, Chair

Date: _____

- Original to County
- Copy to Contractor
- Copy to the Case File
- Copy to County Bookkeeping
- Copy to State Accounting

Business Associate Contract

1. Contractor, as defined in the Purchase of Services Agreement entered into on the same date (“Business Associate”) shall carry out its obligations under this contract in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, (“HIPAA”) as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH”), to protect the privacy of any personally identifiable protected health information (“PHI”) that is collected, processed or learned as a result of the services provided to the Routt County Human Resources Department (the “HR Department”) or the Routt County Department of Humans Services (the “DHS”), as applicable, by Business Associate. The term “Business Associate” is defined in 45 CFR Section 160.103 and generally is an entity or persons who creates, receives, maintains or transmits PHI on behalf of a “covered entity.” Routt County has elected to treat the HR Department and DHS as “hybrid entities.” In this contract the HR Department and DHS are referred to as the “Covered Entities.” As a result, Routt County employees not assigned in either the HR Department or DHS and who create, receive, maintain or transmit PHI are Business Associates as are third parties with whom one of the Covered Entities has entered into a contract for services requiring access to PHI held by the Covered Entity. In conformity with HIPAA/HITECH and the implementing regulations, Business Associate agrees that it will:

- a. Comply with the HIPAA/HITECH Privacy and Security Rules (45 CFR Parts 160, 162 and 164);
- b. By written contract, require any of Business Associate’s subcontractors and lower tier subcontractors receiving any of the PHI of either the HR Department or DHS, to comply with the HIPAA/HITECH Privacy and Security Rules and to include in any such subcontractors the right of the Business Associate to terminate the subcontract if there is a pattern of activity or practice by the subcontractor or of any of its lower tier subcontractors that constitutes a material breach of the subcontract;
- c. Not use or further disclose PHI except to provide the services requested of Business Associate by the HR Department or DHS and as permitted under this contract or required by law and to include the same restrictions in each subcontract and lower tier subcontract;
- d. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of PHI except as permitted by this contract;
- e. To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this contract;
- f. Report to the County Privacy Officer or the DHS Privacy Officer, as applicable, any use or disclosure of PHI not provided for by this contract of which Business Associate becomes aware, including breaches of unsecured protected health information as required by 45 CFR

164.410, and any security incident of which Business Associate becomes aware and to require by written contractor any subcontractor or lower tier subcontractor to do the same;

g. Ensure that any agents to whom Business Associate provides PHI, or who have access to PHI, such as other consulting companies, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI;

h. Make PHI available to the County Privacy Officer or the DHS Privacy Officer, as applicable, as necessary to satisfy the HR Department's or the DHS's obligations under 45 CFR Section 164.524;

i. Make any amendments to PHI as directed or agreed to by the County Privacy Officer or the DHS Privacy Officer, as applicable, pursuant to 45 CFR Section 164.526, or to take other measures as necessary to satisfy the obligations of the HR Department or DHS, as applicable, under 45 CFR 164.526;

j. Maintain and make available to the County's Privacy Officer or the DHS Privacy Officer, as applicable, the information required to provide an accounting of disclosures as necessary to satisfy those departments' obligations under 45 CFR Section 164.528;

k. To the extent the Business Associate is to carry out one or more of the obligations of either the HR Department or DHS, as applicable, under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to either of those departments in the performance of such obligations;

l. Make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining the compliance of the HR Department or the DHS, as applicable, and Business Associate with HIPAA;

m. To not use any PHI received from the HR Department or DHS, as applicable, for marketing, fundraising or to sell any such PHI; and

n. At the termination of this contract, return or destroy all PHI received from, or created or received by Business Associate on behalf of HR Department or DHS, as applicable, and if return is infeasible, the protections of this contract will extend to such PHI.

2. The specific uses and disclosures of PHI that may be made by Business Associate on behalf of the HR Department or DHS, as applicable, include, but are not limited to:

a. The review of employee or DHS client PHI for the purpose of providing HR Director or DHS Director, as applicable, with business and operational advice generally; and

b. Other uses or disclosures of PHI as permitted by the HIPAA privacy rule.


3. Notwithstanding any other provisions of this contract, this contract may be terminated by the HR Director or the DHS Director, as applicable, in its sole discretion, if the HR Director or DHS Director, as applicable, determines that Business Associate has violated a term or provision

of this contract pertaining to the obligations of the HR Department or DHS, as applicable, under the HIPAA privacy or security rule, or if Business Associate engages in conduct which would, if committed by HR Department or DHS, as applicable, result in a violation of the HIPAA privacy or security rule by HR Department or DHS, as applicable.

ROUTT COUNTY DEPARTMENT
OF HUMAN SERVICES

BUSINESS ASSOCIATE

Kelly Keith , Director



Name: Josh Mayhugh
Title: Vice President

Date: _____

Date: 7/9/2021