

2018 CONTRACT FOR SERVICES

THIS Contract is made and entered into by and between the City of Longmont, a Colorado municipal corporation (City), and Boulder County Public Health (Contractor) for its Genesis Program.

WHEREAS, Contractor is an organization whose purposes are stated in **Attachment A**; and

WHEREAS, Contractor provides the services stated in **Attachment A** to the Longmont community; and

WHEREAS, in order for Contractor to function properly and provide important human services to the Longmont community, it is necessary to provide funds to Contractor for its services which are deemed to be both desirable and essential for the immediate protection and preservation of the public health, safety, and general welfare of the citizens of Longmont.

NOW, THEREFORE, in order to serve an important public purpose and provide necessary services for the benefit of the City and its inhabitants, the City and the Contractor mutually agree as follows:

TERM: The term of this Contract is from January 1, 2018 through December 31, 2018.

DUTIES: The Contractor agrees to provide all the services listed in **Attachment A**. The City agrees to pay the Contractor \$40,079 in semi-annual installments: \$20,039.50 due by June 30, 2018, and \$20,039.50 due by December 31, 2018.

REPORTING REQUIREMENTS: Contractor will report program data twice/year (after the first six months of the funded year and an annual report of the funded year). Reporting due dates and the reporting structure will be communicated to the Contractor by the City (in collaboration with the City of Boulder, Boulder County, and Foothills United Way) no later than March 31st of 2018. This information will be reported using eImpact and will contain data fields already provided as a part of the application process.

RELIABILITY OF REPORTS: Contractor represents that all information Contractor has provided or will provide to the City is true and correct, and that the City can rely on such information in modifying, making payments, or taking any other action concerning this Contract. Any false or misleading material information or omission provided or caused by Contractor is just cause for the City to terminate this Contract and to pursue any other available remedies against the Contractor.

AUDIT: The City reserves the right to conduct an audit of all records related to this Contract should the City have concerns about the Contractor's performance of the services listed in **Attachment A**.

INTEGRATED AGREEMENT AND AMENDMENTS: This Contract is an integration of the entire understanding of the parties with respect to the matters set forth herein. This Contract cannot be altered or amended except in writing, and signed by duly authorized representatives of the respective parties. This Contract incorporates by reference the attachments checked below:

- Attachment A (Scope of Services)
- Attachment B (Final Report)
- Attachment C (Facility Use License)

STATUS OF CONTRACTOR: The Contractor shall perform all services under this Contract as an independent contractor and not as an agent or employee of the City. It is mutually agreed and understood that nothing contained in this Contract is intended or shall be construed as in any way establishing the relationship of co-partners or joint ventures between the parties hereto, or as construing the Contractor, including its agents and employees, as an agent of the City. The Contractor shall remain an independent and separate entity. The Contractor shall not be supervised by any employee or official of the City, nor will the Contractor exercise supervision over any employee or official of the City. The Contractor shall not represent that Contractor is an employee or agent of the City in any capacity. **The Contractor is not entitled to City workers' compensation benefits and is obligated to pay federal and state income tax on money earned pursuant to this Contract, if applicable.**

PERSONNEL: Contractor agrees to provide competent personnel with expertise in the delivery of the scheduled services to achieve and maintain a highly professional and competent level of services.

INSURANCE: The Contractor will procure and maintain in full force and effect such insurance or self-insurance that will insure its obligations and liabilities under this Contract, including workers' compensation, automobile liability and general liability.

LIABILITY: Each party assumes responsibility for the actions and/or omissions of its agents and its employees in the performance or failure to perform under this Agreement, and further, each party, to the extent authorized by law, agrees to hold harmless the other for such actions or omissions of its own employees and/or agents. It is agreed that such liability for actions and omissions of agents and employees is not intended to increase the amounts set forth in the Colorado Governmental Immunity Act, now existing, or as may be amended. By agreeing to this provision, the City does not waive or intend to waive, as to any person not a party to this Agreement the limitations on liability which are provided to the City under the Colorado Governmental Immunity Act § 24-10-101 et seq., C.R.S.

TERMINATION: This Contract may be terminated at the sole discretion of the City for any violation by the Contractor of any of the terms and conditions of this Contract, including the reduction or discontinuance of the services listed in **Attachment A. Without limiting the foregoing and notwithstanding any other provision of this Contract, the City in its sole discretion may terminate this Contract and any funds paid to the Contractor shall be immediately returned to the City if the Contractor fails to submit to the City by February 1, 2018 all of the following: 1) the original Contract fully executed and notarized; 2) all**

certificates of insurance required by this Contract; and 3) if the Contractor received funds from the City during 2017, the year-end report for 2017.

PROVISIONS CONSTRUED AS TO FAIR MEANING: The provisions of this Contract shall be construed as to their fair meanings, and not for or against any party based upon any attribution to such party as the source of the language in question.

HEADINGS FOR CONVENIENCE: All headings, captions and titles are for convenience and reference only, and of no meaning in the interpretation or effect of this Contract.

COMPLIANCE WITH ORDINANCES AND REGULATIONS: The Contractor shall perform all obligations under this Contract in strict compliance with all federal, state, and City laws, rules, statutes, charter provisions, ordinances, and regulations applicable to the performance of the Contractor's services under this Contract, and specifically, shall not discriminate against any person on the basis of age, ancestry, color, creed, sex, race, religion, national origin, disability, or as otherwise prohibited by law.

VERIFICATION OF LAWFUL PRESENCE: Without limiting the provisions of the previous paragraph, Contractor shall verify the lawful presence in the United States of each natural person eighteen years of age or older who applies for state or local public benefits or for federal public benefits for the applicant, prior to providing the benefits, as required by Article 76.5 of Title 24 of the Colorado Revised Statutes, Restrictions on Public Benefits, C.R.S. 24-76.5-101, et seq. Contractor shall verify the lawful presence in the United States of each such applicant by requiring the applicant to: 1) produce (i) a valid Colorado driver's license or a Colorado identification card, issued pursuant to Article 2 of Title 42, C.R.S.; or (ii) a United States military card or a military dependent's identification card; or (iii) a United States Coast Guard merchant mariner card; or (iv) a Native American tribal document; and 2) execute an affidavit stating: (i) that he or she is a United States citizen or legal permanent resident; or (ii) that he or she is otherwise lawfully present in the United States pursuant to federal law.

For an applicant who has executed an affidavit stating that he or she is an alien lawfully present in the United States, Contractor shall verify the applicant's lawful presence for federal public benefits or state or local public benefits through the federal Systematic Alien Verification of Entitlement Program, (the "Save Program"), operated by the United States Department of Homeland Security or a successor program designated by the United States Department of Homeland Security. Until such verification of lawful presence is made, the affidavit may be presumed to be proof of lawful presence for purposes of this section. If Contractor is unable to use the Save Program after reasonable efforts are made to use the Program, Contractor shall request the City to verify the lawful presence of the applicant through the Save Program.

Contractor may request in writing that the City determine if verification of lawful presence of an applicant is not required because of one or more of the exceptions to the verification requirement contained at section 24-76.5-103(3), C.R.S. Upon such request, the City shall, in its sole discretion, determine if one or more of the exceptions apply and such determination shall be binding upon the Contractor.

NO IMPLIED REPRESENTATIONS: No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist as between the parties, except as specifically set forth in this Contract.

NO THIRD PARTY BENEFICIARIES: None of the terms or conditions in this Contract shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the City or the Contractor receiving services or benefits under this Contract shall be only an incidental beneficiary.

FINANCIAL OBLIGATIONS OF CITY: All financial obligations of the City under this Contract are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations. Nothing in this Contract shall be deemed a pledge of the City's credit, or a payment guarantee by the City to the Contractor. If appropriated funds are not available, both parties shall be relieved of their obligations hereunder.

WAIVER: No waiver of any breach or default under this Contract shall be a waiver of any other or subsequent breach or default.

SEVERABILITY: Invalidation of any specific provisions of this Contract shall not affect the validity of any other provision of this Contract.

GOVERNING LAW: This Contract shall be governed and construed in accordance with the laws of the State of Colorado.

AUTHORITY: The parties warrant that they have taken all actions necessary or required by their own procedures, bylaws, or applicable law, to authorize their respective signatories to sign this Contract for them and to bind them to its terms.

Executed this _____ day of _____, 2018.

CITY OF LONGMONT:

MAYOR

APPROVED AS TO CONTENT:

CHILDREN YOUTH AND FAMILIES
MANAGER

DATE

APPROVED AS TO FORM:

DEPUTY CITY ATTORNEY

DATE

PROOFREAD

DATE

APPROVED AS TO INSURANCE PROVISIONS:

RISK MANAGER

DATE

CA File: 10528

State of Colorado)
) ss.
County of Boulder)

I attest that the foregoing instrument was acknowledged before me this _____ day of _____, 2018 by _____, as the Mayor of the City of Longmont.

Witness my hand and official seal.

City Clerk, Notary Public

My commission expires: _____

Attachment A - Scope of Services
Service Goal/Objectives: 2018 Year End Report

Activities provided during this reporting period to meet the service goal/objective	Projected# clients served per year	Actual# Served	Describe how effective this activity was in achieving goal/objective and how it was measured
1) GENESIS will deliver supportive prenatal services to approximately 90 pregnant GENESIS clients. These services include: <ul style="list-style-type: none"> a. Nutritional education and/or referral b. Substance use education and/or referral c. Childbirth education and/or referral d. Tobacco cessation and/or referral e. Transportation to necessary prenatal appointments f. Stress reduction g. Case conferencing with prenatal providers h. Counseling and/or referral to address psychosocial concerns relating to pregnancy i. Assist with the provision of prenatal care 			
2) Less than 8% of babies born to clients participating in the GENESIS Program will be low birth weight.			
3) At least 70% of mothers participating in the GENESIS program will initiate breastfeeding; at least 30% will breast-feed for six months post-partum.			

<p>4) GENESIS staff will provide referral, linkage, and other necessary case management services to clients to assist with utilization of a reliable birth control method to at least 95% of clients. Staff will check in with post-partum clients at least 2 times per reporting period on current contraceptive use and provide follow-up as necessary to assure consistent family planning practices. Contraceptive case management services include:</p> <ul style="list-style-type: none"> a. Transporting clients to family planning clinics as necessary. b. Educating clients regarding the importance of and reasons behind spacing children by at least 2 years. c. Accessing birth control funds for clients who experience financial barriers to family planning services. d. Encouraging career development as an alternative to multiple children at a young age. e. Problem-solving with clients who are experiencing difficulties with side effects from contraceptive methods. 			
<p>5) No more than 15% of mothers participating in the GENESIS program will have a subsequent birth within two years of the birth of their first GENESIS child.</p> <ul style="list-style-type: none"> a. No more than 15% of mothers will have subsequent birth within two years of the birth of their first GENESIS child. b. For clients entering the program prior to age 17, no more than 15% will have a subsequent birth within three years of the birth of their first GENESIS child. c. For clients entering the program at age 17 years or older, no more than 15% will have a subsequent birth prior to age 20. 			
<p>6) GENESIS staff will assess and provide individualized parenting/nurturing education/activities to enhance parent/child bonding to at least 95% of participating GENESIS clients. Activities include:</p> <ul style="list-style-type: none"> a. Warm Welcome visit b. Referral to CIP, Special Connections, Child Protection when appropriate c. Attendance at GENESIS group/peer support activities d. Home visits which address client's unique parenting needs e. Parenting education f. Age appropriate child development education 			

<p>7) At least 85% of the GENESIS babies will score at an appropriate developmental age according to the Ages & Stages Questionnaire (ASQ, 3 edition) and the ASQ Social/Emotional Survey (ASQSE).</p>			
<p>8) At least 65% of GENESIS clients, who are eligible, will be actively pursuing one of the following: vocational training, school, or employment activities.</p>			
<p>9) At least 70% of GENESIS clients will be utilizing one of the following highly effective, long-term methods of contraception: Home-based contraception, Implanon, or the IUD.</p>			

<p>10) At least 85% of GENESIS clients will receive the Edinburgh Postnatal Depression Scale (EPDS) screening at intake and then within 8 weeks post-partum.</p>			
<p>11) At least 60% of GENESIS babies will have a dental visit by their first birthday.</p>			