

AGREEMENT

THIS AGREEMENT is made this _____, by and between the Archuleta County Department of Human Services (hereinafter referred to as "County" or "DHS") and Aspire, (hereinafter referred to as "Contractor").

WHEREAS, DHS is desirous of entering into an agreement with a contractor to provide programs that aim to promote responsible fatherhood and/or encourage the formation and maintenance of two-parent families to eligible clients. Contractor is responsible for any eligibility determination and maintaining eligibility documentation.

NOW THEREFORE, IN CONSIDERATION of the monies to be provided and received and the other terms and conditions contained herein, the parties hereto agree as follows:

1) TERM

The term of this contract will be from July 1, 2019, until June 30, 2020, unless terminated by either party according to the terms contained herein.

2) TERMINATION

Either party upon 30 days written notice to the other party at the address contained herein may terminate this Agreement for any reason.

Archuleta County
Department of Human Services
P.O. Box 240
Pagosa Springs, CO 81147

Aspire
602 S. 8th St.
Pagosa Springs, CO 81147

3) COMPENSATION

County agrees to purchase, and Contractor agrees to furnish service to be billed at the following rates:

- The Compensation referred to herein shall be drawn monthly. The monthly amount paid will be based on the monthly activity report that will accompany monthly invoices. The Contractor agrees to supply an invoice and monthly reports no later than the 10th day of the month following the month services were provided, indicating that the services have been provided for the prior month. Under no circumstances shall the DHS pay any amount for compensation exceeding the above referenced total sum. Failure to provide invoices as required herein during the term of this Agreement shall relieve DHS of payment for those respective services.
- The total for the Contract shall not exceed \$5,000.00.

4) CONFIDENTIALITY

Contractor agrees to safeguard information and confidentiality of cases referred by DHS to the Contractor.

5) TIME

Time is of the essence for all provisions of this Agreement.

6) APPLICABLE AUTHORITY

This Agreement shall be construed under the laws of the State of Colorado.

7) DEFAULT REMEDIES

In the event of default by either party to this Agreement, the non-defaulting party shall give written notice of the default to the defaulting party at the address listed herein. In the event the defaulting party does not cure its default within 10 days after the mailing of the notice then the non-defaulting party may declare this Agreement materially breached and may seek any and all remedies at law or in equity. The non-defaulting party shall be awarded its reasonable attorney's fees and costs in enforcing this Agreement.

8) INDEMNITY

Contractor shall indemnify the DHS 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 contract or by conditions created thereby, or based upon any violation of any statute, regulations, and the defense of any such claims or actions.

9) SEVERABILITY

The parties hereto agree that each term and condition contained herein is severable. In the event any term or condition is determined to be illegal or unenforceable, it shall not affect the enforceability of the remaining terms of this Agreement.

10) BINDING

This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

11) APPROPRIATION

This Agreement shall be subject to and conditioned upon appropriation of funds by the Archuleta Board of County Commissioners. Any financial obligations of the County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted or otherwise made available.

12) REPORTING REQUIREMENTS

The Contractor will provide DHS with monthly activity reports and these reports will include:

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13) CONTRACTOR DUTIES AND RESPONSIBILITIES

The Contractor shall be responsible for the administration and provision of fatherhood services, as described in Exhibit A.

14) COMPLIANCE MONITORING

DHS will meet with the Contractor monthly or as needed to discuss reports and to assure Contractor is in compliance with the contract requirements.

15) MODIFICATIONS AND AMENDMENT

- **Modifications by Operation of Law** – This Agreement is subject to such modifications as may be required by changes in federal or state law or regulations. Any such required modification shall be incorporated into and be part of this Agreement as if fully set forth herein.
- **Programmatic or Budgetary Modifications** – No programmatic or budgetary modifications that affect the project shall be made by the Contractor without the County's written authorization after written request by the Contractor. DHS may withhold such authorization in its good faith discretion.
- **Other Modifications** – If either DHS or the Contractor desire to modify the terms of this Agreement other than set forth in Subparagraphs (a) and (b) above, written notice of the proposed modification shall be given to the other parties in an amendment to this Agreement properly executed and approved in accordance with applicable law.

16) HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

The Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) - federal law and regulations governing the privacy of certain health information.

17) INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Contractor to perform work under this Contract shall be and remain at all times, employees of the Contractor for all purposes. **THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.**

18) NO WAIVER OF GOVERNMENTAL IMMUNITY ACT

The Parties hereto understand and agree that DHS, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to DHS.

19) COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which shall be an original but all of which shall together constitute one and the same document. Facsimile, electronically scanned, or electronically signed copies of an original signature by either Party shall be binding as if they were original signatures.

20) ASSIGNMENT

Except for Contractor's normal and customary business processes, Contractor covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part without the prior written approval of DHS. Any attempt by Contractor to assign or transfer its rights hereunder shall, at the option of DHS, void the assignment or automatically terminate this Contract and all rights of Contractor hereunder.

21) SIGNATORY AUTHORITY

Each person signing this Contract in a representative capacity expressly represents that the signatory has the subject Party's authority to so sign and that the subject Party will be bound by the signatory's execution of this Contract.

22) NO THIRD-PARTY BENEFICIARIES

Nothing in this Contract shall be construed to create any rights in or duties to any third party, nor any liability or standard of care with reference to any third party. This Contract shall not confer any right, or remedy upon any person other than the Parties.

23) AMBIGUITIES

Each Party and its legal counsel have reviewed this Contract. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Contract.

24) ENTIRE CONTRACT

This Contract, together with its exhibits and attachments, is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion or modification hereto shall have any force or effect whatsoever.

IN WITNESS WHEREOF, the parties hereto have agreed the day and year first above written.

Matthew A. Dodson, Director
Archuleta County Department of
Human Services

Date: _____

Marcy Mitchell, Executive Director
Aspire

Date: _____

Archuleta County Commissioner Chair

Date

EXHIBIT A
Aspire
TANF Services

Archuleta County Department of Human Services' Obligations:

- Archuleta County Department of Human Services staff will meet with Aspire staff as needed to consult on client needs and to coordinate services for that individual or the involved family.
- Archuleta County Department of Human Services staff will refer fathers to the Aspire Fatherhood Program.
- Archuleta County Department of Human Services staff will collaborate with Aspire and discuss best practices as they apply to parents who are seeking services to promote responsible fatherhood.

Aspire Obligations:

- Aspire staff will provide services to TANF eligible consumers including: one on one and group mentoring on what it means to be a “rockstar” father, husband, co-parent, step parent, etc.
- Aspire staff will provide fatherhood services, advocacy and education to ___ TANF eligible consumers that focus and life skills regarding relationships and early childhood development.
- Aspire staff will maintain a log of consumer participants, and service provided / date.
- The following goals have been established for the following results:
 - a. ___ of our clients improved in developing appropriate expectations for their children.
 - b. ___ of our clients improved in their level of empathy towards their children.
 - c. ___ of our clients improved and the rest did not show any significant improvement in valuing alternatives to corporal punishment, but most clients are low risk in this area to start.
 - d. ___ of our clients improved in establishing appropriate family roles.
 - e. ___ of our clients improved in valuing power-independence instead of restricting power-independence.