

**PURCHASE OF SERVICES AGREEMENT
ARCHULETA COUNTY DEPARTMENT OF HUMAN SERVICES
FRAUD INVESTIGATOR**

THIS AGREEMENT is made and entered into this _____, 2014, by and between the Archuleta County Department of Human Services, hereinafter referred to as "DHS" and the Archuleta County Sheriff Department hereinafter referred to as "Contractor".

WHEREAS, the DHS is desirous of entering into an agreement with a contractor to provide a Food Stamp, Colorado Works, and Medicaid Fraud Investigator, Child Support Service Processor, and Child Support Locating Services.

WHEREAS, the Contractor has the experience, knowledge, and skills in order to provide the requested services to the DHS and is desirous of entering into an agreement under certain terms and conditions to provide said services to DHS.

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) SUBJECT

The parties hereto agree that the subject of this Agreement is the provision of Food Stamp, Colorado Works, and Medicaid Fraud Investigator, Child Support Service Processor, and Child Support Locating Services in Archuleta County. In conjunction therewith, the Contractor agrees that the duties and responsibilities contained in Exhibit "A" attached hereto and incorporated herein by this reference, shall be the duties that are the subject matter of this Agreement, which the Contractor shall provide according to the terms and conditions of this Agreement

2) TERM

The term of this agreement is from _____, 2014, through December 31, 2014, unless terminated by either party according to the terms contained herein.

3) TERMINATION

Either party upon 30 days written notice at the address contained herein may terminate this Agreement.

Archuleta County
Department of Human Services
Pagosa Springs, CO 81147

Archuleta County Sheriff
P.O. Box 1507
Pagosa Springs, CO 81147

4) COMPENSATION

The parties hereto agree that the Contractor will be paid for their services not to exceed a total of \$17,000.00. Contractor will invoice DHS for the services provided, per each two week pay period. Attached to each invoice will be an Activity Report. DHS will review all invoices and Activity Reports submitted and shall pay Contractor for all outstanding invoices, on a monthly basis that will also include an invoice not to exceed \$50.00 for locate software. Under no circumstances shall the DHS pay any amount for compensation exceeding the above referenced sum. Failure to provide invoices and Activity Reports as required herein during the term of this Agreement shall relieve DHS of payment for those services.

5) CONFIDENTIALITY

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

6) TIME

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

7) APPLICABLE AUTHORITY

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

8) DEFAULT REMEDIES

In the event of default by either party to this Agreement, the non-defaulting party shall give written notice of the default at the address listed herein. In the event the defaulting party does not cure its default within 10 days of 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 may be entitled its reasonable attorney's fees and costs in enforcing this Agreement.

9) SEVERABILITY

The parties hereto agree that each term and condition contained herein is severable from each other and 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 EFFECT

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

11) APPROPRIATION

This Agreement shall be subject to and conditional upon appropriation of funds by the Archuleta County 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 reports and those reports will include:

Number of hours plus wages Contractor spent in providing fraud investigation services by program type to include: food assistance, Colorado Works, Child Support, etc., Child Support Service Processor, and Child Support Locating services in the form of a time log.

Monthly fraud investigation reports - separated by program area including food assistance, Colorado Works, Child Support, etc.

Monthly Locate report – number of parents located as well as number of parents the Contractor was unable to locate. Locate reports need to be formatted for Court use.

13) COMPLIANCE MONITORING

DHS will meet with the Contractor quarterly to discuss the reports and to ensure the Contractor is in compliance with contract requirements.

14) MODIFICATIONS AND AMENDMENT

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

15) HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

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: _____

Pete Gonzalez, Sheriff
Archuleta County Sheriff’s Department

Date: _____

Archuleta County Commissioner Chair

Date: _____

