

## PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** (hereinafter "AGREEMENT"), dated this 12th day of April, 2023, made between Crossroads' Turning Points, Inc. (hereinafter referred to as "Grantee") and Pueblo County, Colorado, (hereinafter referred to as "County") on behalf of the Southeast Colorado Opioid Response Settlement Region 19 (hereinafter referred to as "SECOR"). County and Grantee may individually be referred to as "Party", or collectively as "Parties".

**WHEREAS**, Grantee agrees to provide services for prevention and education services related to the Opioid Epidemic for the Southeast Colorado Opioid Response Settlement Region 19, as more fully defined in the Scope of Work provided by Grantee in response to the Request for Proposal; and

**WHEREAS**, County on behalf of SECOR agrees to fulfill the responsibilities and to pay Grantee for said services, as more fully defined below;

**WHEREAS**, Grantee is a professional evidence-based organization with comprehensive services in prevention and education related to the opioid epidemic and is qualified to provide the services as described in RFP 2022-01, attached to this Agreement and incorporated herein as Exhibit A, and Grantee's Response, attached to this Agreement and incorporated herein as Exhibit B.

**WHEREAS**, the parties have reached an agreement concerning the engagement of Grantee, the work to be performed, payment for the work, and related matters and now desire to set forth the same in writing.

**NOW THEREFORE**, in consideration of the promises and considerations herein contained, County and Grantee hereby agree as follows:

### ENGAGEMENT OF SERVICES

County, on behalf of SECOR, hereby engages and Grantee hereby accepts such engagement and is hired to perform the work and services as described in provider's response to RFP 2022-01 and upon all the terms and conditions set forth in this Agreement. Noncompliance may result in cancellation of the Contract by County, on behalf of SECOR.

### SCOPE OF WORK AND ESTIMATED COST

The Scope of Work (or Work) to be performed by Grantee is more particularly described in Exhibits A and B, hereto and incorporated herein by this reference. The parties agree that the Scope of Work includes the items set forth in Exhibit A and B. The parties further agree that as Work commences, the Scope may change and, in such case, the parties agree to jointly prepare a written Amendment or an Addendum to this Agreement to reflect any such change, definition, and/or refinement as may occur and be agreed upon by both parties, after approval by the SECOR Board. Specifically, the parties agree that they will undertake such procedure if the Scope changes as a result of updates from the State regarding the Opioid settlement and related funds.

Based upon the information provided by Grantee, SECOR has awarded Grantee \$250,000 for the year following execution of this contract and payment shall be provided at the commencement of the contract and any unexpended funds remaining at the end of the contract term must be returned to County for SECOR.

### **COMPENSATION**

All costs shall be in the performance of the Work in accordance with Exhibits A and B as described for Fiscal Year 2023, not to exceed the stated amounts.

As the Work commences and proceeds, Grantee agrees to keep County informed if it anticipates the existence of any unexpended funds. Any unexpended funds existing at the termination of this agreement must be returned to County for SECOR.

No Multi-Fiscal Year Obligation on County. This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the County, contrary to Article X, § 20 Colorado Constitution or any other constitutional or statutory debt limitation. The obligations of the County under this Agreement are subject to annual appropriations made for that purpose. Additionally, the obligations of the County under this Agreement are subject to the continued funding pursuant to the State Contract.

### **MONITORING ACTIVITIES**

The County shall review the progress reports, a sample of which is incorporated herein as Exhibit B, quarterly. In addition, the County may require the Grantee to provide copies of other program progress or financial reports or documentation, including those reports or documentation that the Grantee may submit to other funding entities. The County may conduct other monitoring activities as necessary throughout the period of this Agreement to determine program progress and for purposes of data base computation and/or program evaluation. Such monitoring activities may include, but not be limited to, receipt of Grantee's Board meeting agenda, minutes, etc.; attendance at Grantee's Board meetings; and on-site visits, including access to all records and documentation maintained by the Grantee.

### **ADDITIONAL RESPONSIBILITIES OF COUNTY**

The County, at its sole cost and expense, shall cooperate with Grantee in all respects, including but not limited to, the provision of information pertaining to the Scope of Work to be performed by Grantee.

County designates Sabina Genesio, County Manager, to act as County representative(s) for the Work to be performed under this Agreement. Such person(s) shall have the authority to transmit instructions to Grantee through Grantee designated representative(s), to receive information, and to interpret and define County's policies and decisions with respect to all aspects of the Work covered by this Agreement.

## **ADDITIONAL RESPONSIBILITIES OF GRANTEE**

Grantee agrees to perform Work with the same degree of care, skill and diligence as is ordinarily possessed and exercised in the same profession under similar circumstances. Grantee shall ensure that its subcontractors, if any, have the level of skill in the area commensurate with the requirements of the scope of services to be performed, and that any work performed by such subcontractors will comply with SECOR Policies. Grantee shall at all times serve the best interests of County in connection with such services and shall advise County when services it requests are not in the County's best interests.

Grantee designates Rob Archuleta, PhD to act as Grantee's representative(s) for the Work to be performed under this Agreement. County acknowledges and understands that Grantee personnel involvement will be based on specific task needs.

Grantee agrees to undertake the following obligations during the term of this Agreement and perform such services in accordance with the terms of this Agreement. Grantee shall adhere to principles of harm reduction when delivering all services.

## **INVOICING AND EXPENSE TRACKING**

Full disbursement of monies will commence within fourteen (14) days of the execution of this agreement. The funds shall remain available to Grantee for one (1) year from the date of execution. Grantee shall submit quarterly reports in the format provided by the Reporting Template, attached and incorporated into this contract as Exhibit C. Such reports shall be provided every four (4) months following the execution of this contract. Reports shall include all relevant receipts. Such reports shall be provided electronically to the following contacts for the County and SECOR:

Rose Pugliese  
SECOR Facilitator  
puglieselawfirm@gmail.com

Sabina Genesisio  
Pueblo County Manager  
genesios@pueblcounty.us

## **AMENDMENTS**

SECOR may, from time to time, request changes in the Scope of Services of the Grantee to be performed hereunder. Such changes that are mutually agreed upon by and between SECOR and the Grantee shall be incorporated in a written amendment to this agreement executed by County, on behalf of SECOR, and Grantee.

## **COMMENCEMENT AND COMPLETION**

Grantee agrees to begin performance of the Work following disbursement of the funds. Thereafter, Grantee shall execute the Work with due diligence and the Work shall be completed in a timely manner commensurate with the tasks involved in the Exhibits A and B, which Grantee has agreed

to perform.

Grantee will take reasonable steps to mitigate the impact of any delay in performing the Scope of Work, even if it results from causes beyond the reasonable control or contemplation of Grantee. This Agreement shall remain in effect for one (1) calendar year following the execution of this Agreement. Any extension of time or further award to Grantee by SECOR must be approved by the SECOR Board and shall require a written amendment or addendum to this Contract executed by the County, on behalf of SECOR, and Grantee.

### **CONFIDENTIALITY AND WORK PRODUCT**

Grantee and County agree that all work product, including data gathered and reports generated pursuant to this engagement, are to be kept confidential between County and Grantee, except for disclosures required pursuant to SECOR. The parties agree that County and SECOR will be free under this contract to make any disclosure of information required by the Colorado Open Records Act. It is the expectation of County that much of the Work performed including data gathered and reports generated may become public records and at such time as the County and/or SECOR makes the same public records then the obligation of confidentiality shall expire and be of no further force and effect as to those records made public by the County.

Grantee and County recognize and agree that any work product submitted by Grantee and any subcontractors in the performance of this Agreement are a part of the services rendered and are intended only for SECOR and County's use and benefit.

### **LIABILITY INSURANCE**

Grantee shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Grantee, agents, representatives, employees or sub-consultants.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

The County in no way warrants that the minimum limits contained herein are sufficient to protect Grantee from liabilities that might arise out of the performance of the work under this Agreement by Grantee, its agents, representatives, employees, or sub-consultants. Grantee shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. Grantee is not relieved of any liability or other obligations assumed or pursuant to the Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Grantee shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

Workers' Compensation Insurance. Grantee and all subcontractor(s), if any, engaged by Grantee

shall comply with the requirements of the Workers' Compensation Act of Colorado, as amended, and shall provide Workers' Compensation Insurance, including Occupational Disease Provision, to protect Grantee and its subcontractors, if any, from and against any and all Workers' Compensation claims arising from performance of Work under the Agreement. This requirement shall not apply when Grantee or a subcontractor is exempt under the Workers' Compensation Act of Colorado.

Professional Liability (Errors and Omissions Liability). Grantee shall procure and maintain at its own expense during the term of this Agreement and for such additional time as Work is being performed, Professional Liability Insurance covering all Work to be performed under this Agreement. This insurance shall be written with a minimum limit of \$1,000,000.00 for each claim and annual aggregate. In the event that any professional liability insurance required by this Agreement is written on a claims- made basis, Grantee warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed. Policy shall contain a waiver of subrogation against the County.

#### **SUSPENSION OF WORK**

Work under this Agreement may be suspended in accordance with the following provisions:

**By County.** Upon written notice to Grantee, SECOR, through the County, may suspend all or a portion of the Work under this Agreement if unforeseen circumstances make normal progress of the Work impracticable. Grantee shall be compensated for its reasonable expenses resulting from such suspension including the expenses of mobilization and demobilization, subject to the availability of grant funding. If any such suspension is greater than 30 days, then Grantee shall have the right to terminate this Agreement in accordance with the termination language provided herein.

**By Grantee.** Upon written notice to County, Grantee may suspend the Work if Grantee reasonably determines that circumstances not caused by Grantee substantially interfere with normal progress of the Work.

#### **TERMINATION**

This Agreement may be terminated as follows:

**By County.** (i) SECOR, through the County, may termination this Agreement for its convenience with 30 days' notice to Grantee, or (ii) for cause if Grantee materially breaches this Agreement through no fault of SECOR or County and Grantee neither cures such material breach nor makes reasonable progress towards cure within ten days after County has given written notice of the alleged breach to Grantee.

**By Grantee.** (i) For cause, if County materially breaches this Agreement through no fault of Grantee and County neither cures such material breach nor makes reasonable progress towards cure within ten days after Grantee has given written notice of the alleged breach to SECOR and

County, or (ii) upon five days' notice if Work under this Agreement has been suspended by either County or Grantee in the aggregate for more than 30 days.

**Payment Upon Termination.** In the event of termination, Grantee shall perform such additional work at the direction of the SECOR and County as is reasonably necessary for the orderly closing of the Work. Grantee shall be compensated for all work performed prior to the effective date of termination, plus work required by SECOR and County for the orderly closing of the Work. All remaining funds shall be returned to County for SECOR within seven (7) days of termination of all Work.

## **INDEMNIFICATION**

Grantee agrees to indemnify, hold harmless and, not excluding SECOR or the County's right to participate, defend SECOR and/or County, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, volunteers, and any jurisdiction or agency issuing permits for any work included in the project, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Agreement or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of Grantee to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that Grantee will be responsible for primary loss investigation, defense and judgment costs where this Agreement of indemnity applies. In consideration of the award of a contract, Grantee agrees to waive all rights of subrogation against SECOR and/or County, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers for losses arising from the work performed by Grantee for SECOR and County. By requiring this right to indemnification, SECOR and/or County in no way waives or intends to waive the immunity protections provided to the County and its employees under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

## **INDEPENDENT CONTRACTOR**

The parties understand and agree that Grantee shall, at all times during the term of this Agreement, be deemed an independent contractor and not an employee of the County, and shall be responsible for, and obligated to pay on behalf of its employees, all withholding taxes, social security, unemployment, Workers' compensation, and/or other taxes and shall indemnify and hold the County harmless from and against any and all claims for the same period. Grantee acknowledges and agrees that all of its personnel are its employees only, and not employees or agents of the County for any purpose whatsoever, including for purposes of Workers' Compensation. Grantee has no authority to enter into contracts or other binding obligations on behalf of the County.

## **NOTICES**

Any notices required or permitted under this Agreement shall be by personal delivery, electronic mail, or Certified Mail sent the United States Post Office at the addresses set forth below:

**Notice to County**

Pueblo County  
ATTN: Sabina Genesio, County Manager  
215 W. 10<sup>th</sup> St.  
Pueblo, CO 81003-2810  
E-Mail: genesios@pueblocounty.us

**Notice to Grantee**

Crossroads' Turning Points, Inc.  
ATTN: Charles Davis  
1530 West 17th  
Pueblo, CO 81003  
E-Mail: cdavis@crossroadstp.org

**GOVERNING LAW**

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

**SEVERABILITY**

In the event one or more, but not all, of the provisions of this Agreement are declared to be unlawful or unenforceable by a Court of competent jurisdiction, such determination shall not affect the legality or enforceability of the remainder of the terms and provisions of this Agreement.

**BINDING**

When executed by the parties hereto, this Agreement shall be a binding agreement and shall inure to the benefit of and be binding upon the parties hereto, their successors and permitted assigns. Neither party may assign this Agreement without the express written permission of the other party which permission may be denied for any reason, including an arbitrary reason.

**DUPLICATES**

This Agreement may be executed in duplicate original counterparts, each of which shall constitute an original but all which shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and date first set forth above.

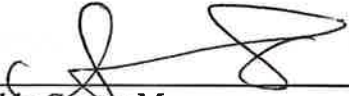
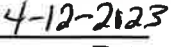
**Grantee** Crossroads' Turning Points, Inc.

**BY:**

   
\_\_\_\_\_  
Charles E. Davis, CEO Date

**Pueblo County**

**BY:**

   
\_\_\_\_\_  
Pueblo County Manager Date