

AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of June, 2016, by and between Archuleta County, Colorado (hereinafter referred to as "County") and the Archuleta County Victim Assistance Program (hereinafter referred to as "Contractor").

WHEREAS, COUNTY is desirous of entering into an agreement with the Contractor to provide Domestic Violence Services to eligible clients. Contractor is responsible for any eligibility determination and maintaining eligibility documentation.

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

A. TERM

The term of this agreement is from July 1, 2016 through June 30th, 2017, unless terminated by either party according to the terms contained herein.

B. SCOPE OF WORK

The parties shall perform the Scope of Work described in "Exhibit A" to this Agreement, attached hereto and incorporated herein by reference.

C. REPORTING REQUIREMENTS [if applicable]

Contractor shall provide quarterly reports to County concerning the status of each participant's eligibility determination including documentation of the measurable outcomes detailed in this scope of service. The Contractor shall also provide an annual report to County on all measurable outcomes detailed in the scope of service. Reports are due quarterly and invoices are due on the 20th of each month for the previous month, when the 20th is on a Saturday, Sunday or Holiday; the report is due the following business day by Close of Business. Due to the contract end date of June 30, 2017, the June 2017 invoice is due no later than June 20, 2017.

D. INSPECTION & DEFAULT

County reserves the right to periodically inspect project work and Contractors license required to perform project work. If the work is being performed incorrectly, or the license is not properly maintained, the County may notify Contractor of such deficiency and offer Contractor an opportunity to correct said work (or license); or if such incorrect work constitutes a substantial breach of this Agreement, County reserves the right to terminate this Agreement immediately

upon written notice to Contractor. In the event of default by either party to this Agreement, the non-defaulting party may seek any and all remedies at law or in equity.

E. COMPENSATION

The parties hereto agree that the contractor will be paid for these services not to exceed a total of \$20,000.00 for all of the services as described herein. 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. Reports and invoices are due on the 20th of each month for the previous month, when the 20th is on a Saturday, Sunday or Holiday; the report is due the following business day by Close of Business. Due to the contract end date of June 30, 2017, the June 2017 invoice is due no later than June 20, 2017. Under no circumstances shall DHS pay any amount for compensation exceeding the above referenced sum. Payments will be made by County. Failure to provide invoices as required herein during the term of this Agreement shall relieve both the State and the COUNTY of payment for respective services.

F. 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.

G. 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
PO Box 240
Pagosa Springs, CO 81147

Archuleta County
Victim Assistance Program
PO Box 2913
Pagosa Springs, CO 81147

H. TIME

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

I. SEVERABILITY

The parties hereto agree that each term and condition contained herein is

severable. In the event that any term or condition is determined to be illegal or unenforceable, it shall not affect the enforceability of the remaining terms of this Agreement.

J. INDEMNITY

Contractor shall indemnify COUNTY 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, regulation and in the defense of any such claims or actions.

K. 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 regulations. 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 the County's written authorization after written request by the Contractor. COUNTY shall withhold such authorization in its good faith discretion.
- c) Other Modifications - If either COUNTY 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.

L. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

M. LEGAL VENUE

The terms and conditions of this Contract shall be construed, interpreted and enforced in accordance with the applicable laws of the State of Colorado. If any legal action is necessary to enforce the terms and conditions of this Contract, the parties agree that the jurisdiction and venue for bringing such action shall be in the appropriate court in Archuleta County, Colorado. The prevailing party in any action to enforce the terms and conditions of this Agreement shall collect all reasonable costs and expenses incurred in such action, including, but not limited to, reasonable attorney's fees

N. CONFIDENTIALITY

The Contractor shall safeguard information and confidentiality of cases referred by COUNTY to the Contractor.

O. BINDING

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

P. FACSIMILE

A facsimile copy of this Agreement and any signatures thereon will be considered for all purposes as originals.

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

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

Date

Carmen Hubbs, Director
Archuleta County
Victim Assistance Program

Date

Chair, Board of Archuleta County Commissioners

Date

EXHIBIT A: SCOPE OF SERVICE

Archuleta County Department of Human Services Obligations

- a. Archuleta County Department of Human Services staff will meet with Archuleta County Victim Assistance staff as needed to consult on domestic violence victim's needs and to coordinate services for that individual or the involved family.
- b. Archuleta County Department of Human Services staff will refer victims of domestic violence to the Archuleta County Victim Assistance Program.
- c. Archuleta County Department of Human Services staff will collaborate with ACVAP and discuss best practices as they apply to children who have been exposed to domestic violence.

Archuleta County Victim Assistance Program Obligations

- a. Archuleta County Victim Assistance Program staff will provide victim services to DHS clientele who may be experiencing victimization, up to and including explanation of DHS processes, court advocacy in DHS related hearings, and accompaniment of victims to DHS appointments. Domestic violence victims will be provided extensive education on domestic violence and the effects it has on their children, while developing a concrete safety plan to increase safety for themselves and their children. In the case of co-occurring child maltreatment and domestic violence, specifically in Dependency and Neglect case filings, ACVAP will provide CPS workers with expert case consultation on case mapping and planning, development of service plans and best-practice case documentation pertinent to the domestic violence. ACVAP will remain a member of the Child Protection Team and participate in CPS case review/supervision/RED Team meetings, ensuring that victims are represented in these processes.

Intervention Goal: Provision of domestic violence support services, including intensive case management and consultation for DHS clients.

ACVAP will provide domestic violence services, advocacy and education to 45 clients referred by DHS.

ACVAP will provide consultation with CPS workers in cases involving domestic violence and child maltreatment are co-occurring. Weekly meetings will occur with an average of three to four cases being consulted on. ACVAP staff maintains a log of the consultations which includes next steps for participants.

- b. Archuleta County Victim Assistance Program staff will coordinate the DHS/DV

Collaboration Team to further enhance the domestic violence response within child protection, family advocacy, home-based therapist, and CO Works systems. ACVAP will work directly with DHS staff to form interagency protocols and policy to address the needs of victims and children, recognizing safety while upholding offender accountability. Specifically for this grant cycle, ACVAP will investigate and initiate best practice collaborations between DHS, CPS and victim advocacy agencies, including Safe & Together Pilot sites or other effective models throughout the country. Continuation of education and training on domestic violence will occur for all DHS workers that include topics of victim dynamics, offender behavior and accountability, identification of predominant aggressor, and best-practices of working with clients who remain in contact with their abusive partners.

Collaboration Goal: Enhance DHS responses to families experiencing domestic violence through education and training and subsequent program development.

ACVAP will further investigate and develop system protocols to advance DHS responses based on national models such as Safe & Together and/or other effective approaches.

ACVAP will provide monthly interactive, advanced training or work sessions.

- c. Archuleta County Victim Assistance Program staff will continue to advance youth violence prevention initiatives, engaging more youth in bystander interventions and equipping them with tools to keep themselves, their siblings, and their peers safe. Additionally, ACVAP will continue to recruit teen mentors to provide bullying and bystander intervention workshops to middle school students. It is our experience that older youth involved in teaching younger students have an increased response and engagement rate than previously seen when an adult taught the classes. This increases the likelihood the information is better integrated thus more effective. ACVAP will also continue weekly psychoeducational support groups for teens and middle school boys experiencing violence from bullying, dating violence or exposure to domestic violence in their homes. And, finally, ACVAP youth prevention initiatives will target at-risk youth, working directly with other supportive adults, including DHS workers, school personnel, local counselors, and family members to respond to the specific needs a particular student may have.

Prevention Goal: Continued development and enhancement of the Youth Violence Prevention Education Program.

Ninety (90) education presentations and other activities will be conducted by June 30, 2017.

- d. Archuleta County Victim Assistance Program staff is responsible for any eligibility determination and maintaining eligibility documentation.

