

ALAMOSA COUNTY DEPARTMENT OF SOCIAL SERVICES
MOUNTAIN VIEW TESTING, INC.
SUBSTANCE ABUSE/ABSTINENCE MONITORING AGREEMENT
FOR CHILD WELFARE CLIENTS

THIS AGREEMENT is between the Alamosa County Department of Human Services, hereinafter referred to as "County" and Mountain View Testing, and hereinafter referred to as "MV Testing".

WHEREAS the County requires the services of a substance abuse monitoring and MV Testing is willing and able to provide such services.

WHEREAS, monitoring of client abstinence from alcohol and other drugs, using technologies such as urine analysis, breathalyzers, and the patch, are often useful adjuncts to treatment. Such monitoring may help clinicians and caseworkers to determine whether the client's treatment plan needs to be revised or the intensity of treatment increased or decreased.

NOW, THEREFORE, it is mutually agreed as follows:

I. SERVICES:

A. Responsibilities of MV Testing:

1. MV Testing agrees and desires to participate as the service provider for County child welfare clients who require abstinence monitoring.
2. It is hereby understood that the urine analysis (UA) testing will be conducted on a fee for service basis at the rates set forth in Section III.
3. MV Testing, on a monthly basis, shall provide a report to the County which includes the activities performed by MV Testing in support of this contract. The report should include the activity, date, time, and duration of activity. The report shall include, but not be limited to, the following:
 - i. Specific services delivered (i.e. Hair Follicle Analysis, UA's, etc.);
 - ii. No show(s) by client and efforts made by Provider to contact client.

4. MV Testing shall acknowledge receipt of any referral within two (2) business days.
5. MV Testing shall schedule the client for random monitoring within five (5) days of referral.
6. MV Testing will report any limitations or restrictions or the ability to perform the services covered by this agreement under any condition of impairment.
7. It is further understood that service delivery and payment are subject to the termination terms herein. MV Testing reserves the right to suspend services to clients if funding is no longer available.
8. The maximum contract amount is \$20,000.00. It is further understood that service delivery and payment are subject to the availability of funding.

B. Responsibilities of County:

1. County will work cooperatively with MV Testing to deliver quality, efficient and cost-effective substance abuse monitoring services to Child Welfare clients.
2. County will make every effort to inform MV Testing of system issues, developments, and internal complications that may affect MV Testing ability to provide services pursuant to this contract.

County agrees to provide MV Testing with the name and contact information of a primary contact person (at the County) who will be responsible for interacting with a client.

3. The County acknowledges financial responsibility for all services authorized and performed before the effective date of termination.

II. PERIOD OF PERFORMANCE

The period of performance shall be for the twelve-month period beginning:

January 1, 2026 through December 31, 2026, unless sooner terminated. Either party hereto may terminate this Agreement at any time by giving not less than 45 days advance written notice to the other party.

III. COMPENSATION

Service Code Description	Units Measured	Payer Rate
UA - GCMS per drug (9 panel) Meth/Amphetamines, Benzodiazepines, Cocaine, Methadone, Opiates, PCP, THC, Ethyl Glucuronide (EtG), Fentanyl	substance(s)	\$40.00
UA - quick cup or redi-cup (w/confirmation)	each	\$40.00
Urine (Cordant) Test Confirmation (per drug)	each	\$33.50
Instant (LABB) Urine Analysis Confirmation (per drug)		\$45.00
Instant Oral Swab	each	\$40.00
Oral Fluid		\$45.00
Oral Fluid - 6 Drug Panel	each	\$66.00
Oral Fluid Confirmation (per drug)	each	\$33.50
Expanded Designer Stimulants 14 Panel	each	TBD
Breath Alcohol Test	each	\$40.00
Breath Alcohol Confirmation	each	\$15.00
Blood Spot Test (Alcohol)	each	\$165.00
Instant Hair Test	each	\$115.00
Instant Hair Test Confirmation	each	\$45.00
Hair Confirmation Retest	each	\$100.00
Hair Follicle Testing w/Fentanyl	each	\$170.00
Child Guard Hair Test w/Fentanyl	each	\$330.00
Fingernail Clipping Test	each	\$155.00
Fingernail Clipping Test (9 panel)	each	\$200.00
Fingernail Clipping Analysis w/ Fentanyl	each	\$330.00
Blood Spot Test (Alcohol)	each	\$200.00
Hair/Nail ETG (Alcohol)	each	\$165.00

IV. CLIENT FEES OR CO-PAYS

MV Testing shall not assess a client fee or co-pay to child welfare clients served under This contract, unless the client is required to pay for an positive urine screen as a Condition of their Family Service Plan.

V. INDEPENDENT CONTRACTOR

MV Testing is an independent contractor of the County. Nothing herein shall be interpreted as creating an employer-employee relationship, joint venture, or partnership between the County and MV Testing.

VI. NON-DISCRIMINATION

It is the policy of the County to provide equal opportunity without discrimination based on race, color, sex, religion, age, sexual orientation, national origin, veteran status, or individual handicap in any aspect of employment, training or services offered. All activities, and services pursuant to this agreement shall be administered on a non-discriminatory basis subject to the provisions of:

Title VI and VII of the Civil Rights Act of 1964
Executive Order 11246, as amended
Title VII and VIII of the Public Health Services Act
Rehabilitation Act of 1973 (Section 503 and 504)
Equal Pay Act of 1963, as amended
Title IX of the Education Amendments of 1972
Vietnam Era Veteran's Readjustment Assistance Act of 1974
Age Discrimination in Employment Act of 1967
Age Discrimination Act of 1975
Non-Discrimination Laws of the State of Colorado.

VII. ACCESS TO RECORDS

County and MV Testing agree to make available in a timely manner all books, documents, and records pertinent to this contract for the purpose of billing for services, audit, and compliance with requirements and regulations of federal and state agencies and commercial insurance carriers.

VIII. OBLIGATIONS

Obligations of County and MV Testing are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

X. PROVISIONS

This Agreement may be amended only by written agreement signed by each of the parties hereto. This Agreement shall be binding upon and shall inure to the benefit of the respective parties hereto and shall not be assigned without the consent of all parties hereto.

XI. NOTICES:

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified mail, return-receipt requested;

To Alamosa County DHS at:
Catherine Salazar, Director
PO Box 1310
Alamosa, CO 81101

To Mountain View Testing:
Megan Cantu
6750 Cramer Rd
Alamosa, CO 81101

XII. DISPUTE RESOLUTION

The parties may pursue dispute resolution processes as allowed by law. Nothing herein shall be construed to limit either party's right to resolve any dispute in court if mediation/arbitration is unsuccessful. Nothing herein shall be construed as a waiver of any defense or affirmative defense to any claim or rights to attorney's fees.

XIII. MISCELLANEOUS PROVISIONS

- A. Headings. The headings of the sections and subsections of this Agreement are inserted solely for ease of reference and shall not in any way affect the meaning or interpretation of this Agreement.
- B. Non-Assignment. None of the parties shall have the right to assign the benefits or delegate the obligations in this Agreement without prior written consent of the other parties. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, legal or personal representatives and permitted assigns.
- C. Waiver of Breach. The waiver of any party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision thereof.
- D. Gender and Number. Whenever the context of this Agreement requires, the gender of all words shall include the masculine, feminine and neuter, and the number of all words shall include singular and plural.
- E. Severability. If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and be enforceable in accordance with its terms.

- F. Counterparts. This Agreement may be executed in duplicate originals, each of which shall be an original instrument but both of which taken together shall constitute one and the same instrument.

- G. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties with respect to its subject matter and supersedes all prior agreements or understandings, whether written or unwritten, with respect to the same subject matter.

Megan Cantu
Mountain View Testing, Inc.

Date

Catherine Salazar
Alamosa County Dept. Human Services

Date

STANDARD CONDITIONS

1. **Scope of Contract:** Any other work, materials, equipment or machinery not specifically described or expressly covered herein, but which is required or necessary to perform or complete the work which is contemplated, shall be deemed to be, and is, covered by this contract.
2. **Safety:** Precautions shall be exercised at all times for the protection of all persons and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guarded or eliminated in accordance with the highest accepted standards of safety practice. Contractor and any subcontractors shall comply fully with all requirements of the Occupational Safety and Health Act, and any other pertinent Federal, State, or Local Statutes, rules or regulations. Contractor and any subcontractors shall bear full responsibility for payment of any fines or other punishments resulting from violation of any such statutes, rules or regulations.
3. **Conflict Resolution:** This contract is and shall be deemed to be performable in the County of Alamosa, Colorado, and venue for any dispute hereunder that cannot be settled between the parties shall be in the District Court of the County of Alamosa, Colorado. In the event of dispute concerning performance hereunder, the parties agree that the Court shall enter judgment in favor of the prevailing party for costs and reasonable attorney fees.
4. **Confidentiality of Information:** Contractor agrees that any information received during any furtherance of the obligations hereunder will be treated as confidential and will not be revealed to other persons, firms or organizations, unless required by statute. Contractor shall protect the confidentiality of all records and other materials containing personal identifying information that are maintained in accordance with this Agreement, pursuant to applicable state and federal law and regulations.
5. **Legal Authority:** Contractor warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by procedures, by-laws and/or applicable law to exercise that authority, and to lawfully authorize the undersigned signatory to execute this contract and to bind Contractor to its terms.
6. **INDEMNIFICATION:** Contractor shall, to the extent allowed by law, indemnify and hold harmless Alamosa County, their agents, officials and employees, against all loss or damages, including penalties, charges, professional fees, interest, costs, expenses and liabilities of every kind and character arising out of, or relating to, any and all claims and causes of actions of every kind and character, in connection with or arising, directly or indirectly, out of Contractor's performance under the terms of this Contract, whether or not it shall be alleged or determined that the harm was caused through or by the Contractor or subcontractor, if any, of their respective employees and agents. Contractor further agrees that its obligations to Alamosa County under this paragraph include claims against the State of Colorado whether or not such claim is covered by Workers Compensation. Contractor expressly understands and agrees that any insurance or bond protection required by this Contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend Alamosa County their agents, officials, and employees as herein provided. Contractor shall be entitled to assert on behalf of Alamosa County any defenses to which Alamosa County may be entitled, including sovereign immunity. Nothing herein shall be construed as a waiver of any right or protection which is afforded County under the Colorado Governmental Immunity Act.
7. **Force Majeure:** Neither Contractor nor Alamosa County or SLVRA shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract "force majeure" means fire, explosion, action of the elements, interruption of transportation, rationing, court action, illegality, unusually severe weather, or any other cause which is beyond the control of the party affected and which, by the exercise of reasonable diligence, could not

have been prevented by the party affected.

8. Severability: To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision of the contract or its attachments be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision herein.
9. Modification & Amendment: This contract is subject to such modifications and/or amendments as may be necessary. No modification or amendment to this contract shall be effective unless agreed to in writing by both parties.
10. Conformance with Law: Contractor shall at all times during the performance period strictly adhere to all applicable Federal and State laws and implementing regulations as they currently exist and may hereafter be amended. Contractor shall also require compliance with these statutes and regulations in subcontract and sub grant agreements, if any, permitted under this Contract. Without limitation, these Federal and State laws and regulations include:
 - 33 Age Discrimination Act of 1975, 43 USC Sections 6101 et seq. and its implementing regulations, 46 CFR Part 91;
 - 34 Age Discrimination in Employment Act of 1967, 29 USC 621-634;
 - 35 Americans with Disabilities Act of 1990 (ADA), 42 USC 12101 et seq.;
 - 36 Drug Free Workplace Act of 1988, 41 USC 701 et seq.;
 - 37 Equal Pay Act of 1963, 20 USC 206(d);
 - 38 Immigration Reform and Control Act of 1986, 8 USC 1324b;
 - 39 Pro-Children Act of 1994, 20 USC 6081 et seq.;
 - 40 Section 504 of the Rehabilitation Act of 1972, 29 USC 794, as amended and implementing regulation 45 CFR Part 84;
 - 41 Titles VI and VII of the Civil Rights Act of 1964, 42 USC 2000(d) and (e);
 - 42 Title IX of the Education Amendments of 1972, 20 USC 1681 et seq.;
 - 43 Section 24-34-302, et seq., Colorado Revised Statutes 1993, as amended;
 - 44 The Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (Common rule), at 49 CFR, Part 18;
 - 45 Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable;
 - 46 The Hatch Act (5 USC 1501-1508 and PL 95-454 Section 4728). (These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs);
 - 47 Health Insurance Portability and Accountability Act of 1996 (HIPPA) Public Law 104-191 (codified at 45 CFR 160-164), if applicable; and/or
 - 48 Personal Responsibility and Work Opportunity Reconciliation Act of 1996, if applicable.
11. Non-discrimination: Contractor shall not discriminate against any person on the basis of race, color, national origin, age, sex, religion and disability, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions, in performance of work and provision of services under this Contract.
12. This contract constitutes the entire agreement between the parties, and no changes or modifications shall be effective unless reduced to writing and signed by the parties. The Contract shall be read as a whole, rather than each item being read separately.
13. The Contractor certifies that the Contractor shall comply with the provision of CRS 8-17.5-101 et seq. The Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this contract. The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any worker without authorizations, through participation in the Basic Pilot Employment

Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise will comply with the requirements of CRS 8-17.5-102 (2)(b). The Contractor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or CRS 8-17.5-102 et seq., Alamosa County may terminate this contract for breach and the Contractor shall be liable for actual and consequential damages to Alamosa County.

14. By signing this Agreement, the Contractor agrees to provide, comply with, and, if applicable, execute the certifications set forth in Addendum A – Notification of Immigration Compliance Requirements and Certification by Contractor, incorporated herein by reference and attached hereto.

ADDENDUM A

NOTIFICATION OF IMMIGRATION COMPLIANCE REQUIREMENTS AND CERTIFICATION BY CONTRACTOR

Contractor acknowledges that Contractor has been notified of the immigration compliance requirements of CRS 8-17.5-101 et.seq. (House bill 06-1343), and hereby CERTIFIES THAT:

1. The Contractor shall not knowingly employ or contract with a worker without authorization to perform work under the public contract for services; or
2. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under the public contract for services;
3. The Contractor has verified or attempted to verify through participation in the basic pilot program that the Contractor does not employ any worker without authorizations and, if the Contractor is not accepted into the basic pilot program prior to entering into a public contract for services, that the Contractor shall apply to participate in the basic pilot program every three months until the Contractor is accepted or the public contract for services has been completed, whichever is earlier. This provision shall not be required or effective in a public contract for services if the basic pilot program is discontinued;
4. The Contractor acknowledges that the Contractor is prohibited from using basic pilot program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed;
5. If the Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with a worker without authorization, the Contractor shall be required to:
 - a. Notify the subcontractor and the contracting state agency or political subdivision within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an worker without authorization; and
 - b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (A) of this Section 5, the subcontractor does not stop employing or contracting with the worker without authorization; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an worker without authorization.
6. Contractor is required to comply with any reasonable request by the State Department of Labor and Employment ("Department" herein) made in the course of an investigation that the Department is undertaking pursuant to the authority established in CRS 8-17.5-102(5).
7. If Contractor violates a provision of the public contract for services required herein may terminate the contract for breach of the contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the County.
8. The County is obligated to notify the office of the Secretary of State if a contractor violates a provision of this Addendum and the County terminates the contract for such breach.

Based on this notification, the Secretary of State shall maintain a list that includes the name of the Contractor, the state agency or political subdivision that terminated the public contract for services, and the date of the termination. A contractor shall be removed from the list if two (2) years have passed since the date the contract was terminated, or if a court of competent jurisdiction determines that there has not been a violation of the provision of the public contract for services required pursuant to Section I. An agency or political subdivision shall notify the office of the Secretary of State if a court has made such determination. The list shall be available for public inspection at the office of the Secretary of State and shall be published on the internet on the website maintained by the office of the Secretary of State.

9. The Department may investigate whether a contractor is complying with the provisions of a public contract for services required pursuant to Section I. The Department may conduct on-site inspections where a public contract for services is being performed, request and review documentation that proves the citizenship of any person performing work on a public contract for services, or take any other reasonable steps that are necessary to determine whether a contractor is complying with the provision of a public contract for services required pursuant to Section I. The Department shall receive complaints of suspected violations of a provision of a public contract for services (this Addendum) and shall have discretion to determine which complaints, if any, are to be investigated. The results of any investigation shall not constitute final agency action. The Contractor is hereby notified that the Department is authorized to promulgate rules in accordance with Article 4 of Title 24, CRS, to implement the provision of CRS 8-17.5-101, et. seq.

CONTRACTOR:

DATED: _____

CONTRACTOR NAME