

**CLEAR CREEK COUNTY PUBLIC & ENVIRONMENTAL HEALTH
DEPARTMENT
REQUEST FOR PROPOSALS**

MEDICAL OFFICER

Request for Proposals Due June 29, 2020

Part One. Introduction

The Clear Creek County Public & Environmental Health Department (CCCPEH) is seeking a qualified firm or individual to perform the work of Medical Officer for Clear Creek County.

Part Two. Background

The CCCPEH is a local public health agency created pursuant to CRS §25-1-508 having jurisdiction over the entire county including the incorporated municipalities (Empire, Georgetown, Idaho Springs and Silver Plume). Clear Creek County has a population of about 9500 persons. The CCCPEH always has had employee public health nurses and a non-physician director. It has relied on local volunteer physicians to serve as the Medical Officer to the agency. The novel coronavirus pandemic has placed undue burden on a volunteer.

The CCCPEH maintains its principal office in Idaho Springs. The Environmental Health office is in Georgetown. There currently are one full-time and one part-time public health nurses. The CCCPEH is presently expanding its nursing staff and adding staff to perform contact tracing and to assist with education and inspections related to COVID-19.

This firm or individual will be responsible for performing the services of a county local public health agency medical officer including to advise the CCCPEH Director on medical decisions, advise the Clear Creek County Board of Health, consult with nursing staff about public health cases, consult with agency staff interpreting and applying state and local public health laws, rules, regulations and orders, consult with agency staff about public health law enforcement, and to provide authorization for vaccine and other public health drug purchases.

Part Three. Statutory Requirements; Other Qualifications

Statutory requirements for medical officer C.R.S. § 25-1-508

- Currently licensed to practice medicine in Colorado without conditions, restrictions, or letters of admonition from any Medical Board
- Graduate of approved medical school (MD or DO)

Preferred Qualifications

- The Medical Officer should possess, along with medical expertise, interest, knowledge, and expertise in public health, prevention, and working to improve the community's health.
- Particular knowledge may include being board certified in Preventive Medicine, holding a master in public health or completion of public health coursework. If not board certified in Public Health and Preventive Medicine; board certified in a primary care specialty is preferred.
- Knowledgeable of public health related statutes, related Colorado Department of Public Health and Environment policies and procedures, and related Board of Health rules.
- Registered with CDPHE for and have a Medicaid Number.

Part Four. Scope of Services

Under administrative direction of the CCCPEH Director, to assist the department to plan, organize, direct and coordinate the medical oversight of public health programs for the County; to provide technical consultation to public officials, staff and community organizations and agencies on public health and preventative medicine issues; to serve as the designated County Health Officer; and to do other work as required.

To advise as a medical expert to the Board of Commissioners and County Administration on medical and public health issues, including: carrying out the legal mandates of the laws, rules and regulations specific to public health directly or through delegation; acting as the medical liaison to private sector medical care systems with respect to local public health issues; and counseling on the development of sound public health activities; interpreting and enforcing directly or through delegation local, state and federal policies, laws, regulations and directives related to public health issues.

Other tasks may be included as the project progresses and needs are identified.

The Scope of Services is further set forth in Exhibit D to the Contract Template included below, at page 20.

Schedule

It is anticipated that the individual or firm selected will be involved in this capacity for the foreseeable future. The amount of time required will vary but likely will be weekly throughout the pandemic emergency. Clear Creek County seeks someone who can be very efficient in their use of time to minimize costs to the County.

If the proposal is by an individual, it is desirable the individual be able to arrange for a qualified "backup" Medical Officer for times when they are not available.

Part Five. Proposer Information **Personnel**

Furnish a list showing the key personnel and their experience in this capacity, specifically in public health. Please provide resumes. Ideally there will be one key staff member dedicated for this project who will be supported by the firm's other staff. Clear Creek County is looking for staff who have substantial experience in public health.

Qualifications

Furnish a summary of your experience in similar work and provide a brief summary of three examples. For each example provide the name, address and phone number of a contact person involved for a client or employer. The statement of qualification shall be brief but shall include at a minimum the following:

1. Description of similar work;
2. Capabilities and staff;
3. Licensures of relevant staff; and
4. Costs per hour for specific staff and listing of any additional charges.

Part Six. Administrative Information

A. Standard Terms and Conditions of Request for Proposal

1. Clear Creek County reserves the right to reject any and all proposals, to consider alternatives, to wave irregularities and to re-solicit proposals.
2. Clear Creek County reserves the right to conduct such investigations of, and discussions with, those who have submitted proposals ("Proponents") or other entities as it deems necessary to assist in the evaluation of any proposal or to secure maximum clarification and completeness of any proposal.
3. All proposals submitted must be valid for a minimum period of sixty (60) days after the date of the proposal opening.
4. Clear Creek County reserves the right to select the most responsible and responsive proposal which it finds to be in the best interests of Clear Creek County.
5. The County intends to engage the most qualified applicant available for this assignment. Responses to the RFP will be a principal basis for evaluation. The following criteria shall be considered in evaluating the proposals:
 - a. The reputation, experience and efficiency of the Proponent;
 - b. The ability of the Proponent to perform the contract or provide the services within the time specified;
 - c. The comparative quality of the services;
 - d. The Proponent's performance under previous contracts with Clear Creek County, if applicable;
 - e. The Proponent's performance under previous contracts of a similar nature with others, if applicable;
 - f. The number and scope of conditions attached to the proposal;
 - g. The Proponent's interest in the project, as well as their understanding of the project scope and the specific requirements of Clear Creek County.
 - h. General qualifications of the firm and the qualifications of the assigned staff.
 - i. The Proponent's price for services.
6. Clear Creek County makes no promise to any Proponent until such time as Clear Creek County executes the negotiated contract.
7. Any restrictions on the use of data contained within a proposal must be clearly stated in the proposal itself.
8. This RFP contains the instructions governing the proposals to be submitted and the materials to be included therein. These are mandatory requirements that must be met to be eligible for consideration.

B. Inquiries

Prospective applicants may make inquiries concerning the RFP to obtain clarification of the requirements. Direct all inquiries to:

Cate Gremillion
Clear Creek County Human Resources
P.O. Box 2000
Georgetown, CO 80444
(303) 679-2332
cgremillion@clearcreekcounty.us .

C. Responsiveness

This RFP provides prospective consultants with sufficient information to prepare and submit proposals for consideration by the County. To be considered responsive, each proposal must provide for completion of the tasks outlined in the RFP.

D. Proposal Deadline

Sealed proposals must be received at the Clear Creek County Human Resources Office by **4:00 p.m., Monday, June 29, 2020**. Late proposals will not be accepted.

E. Proposal Copies Required

Submit an electronic copy of the proposal (in Microsoft Word or in pdf format). The transmittal should refer to this RFP and identify:

1. Proponent's name
2. Contact name, email, and phone number

Alternatively, submit two paper copies—one unbound—to Cate Gremillion (address above in B), the outside envelope containing the same information identified above.

F. Proposal Material Ownership

All materials submitted regarding this RFP become the property of the County. Responses may be viewed by any person after final selection has been made. The County has the right to use any or all of the material in a proposal.

G. Incurring Costs

The County is not liable for any costs incurred by those who have submitted proposals (proponents) prior to issuance of a signed contract.

H. Acceptance of Proposal Content

The contents from the selected firm will become contractual obligations if a subsequent agreement is reached. Failure of the successful proponent to accept these obligations may result in cancellation of the award and such proponent may be removed from future solicitations.

I. Acceptance Time

The CCCPEH intends to make a proposal selection as soon as possible, which it hopes will be by **July 10, 2020**. **Interviews, if needed, are expected to occur sometime between June 30 and July 8, 2020**. Depending on unforeseen matters, the proposal selection period may be extended to 30 days. The selected proposal contractor will be notified of the decision.

J. Standard Contract

County's standard professional services agreement is attached. A contract will be tendered to the successful proposer providing a reasonable time within which to execute and return it to the County, failing which the County will proceed to other proposers or otherwise procure the services from someone else.

Any proposer requesting exception to any provisions in it must explicitly state that in the proposal, including an explanation for the exception and the proposed alternative.

STANDARD FORM PROFESSIONAL SERVICES AGREEMENT

AGREEMENT FOR PROFESSIONAL SERVICES
For **Enter type of services to be provided**. Services

This Agreement for Professional Services dated as of _____ day of _____, 20____, is between County of Clear Creek, State of Colorado, a body corporate and politic, by and through its Board of County Commissioners (“County”), and **Enter Consultant’s Name**. (“Consultant”).

WHEREAS, the County desires to **Enter purpose of agreement**.;

WHEREAS, Consultant is in the business and experienced with **Enter consultant’s area of expertise**.;

WHEREAS, the parties desire to set forth here the terms and conditions of their relationship.

NOW, THEREFORE, for good and valuable consideration, the parties agree to the following:

1. Scope of the Work: The “Work” under this Agreement shall be to **enter scope of work, or “perform the work as described in exhibit D, attached hereto and incorporated herein for reference”**.

2. Consultant’s Performance: Consultant shall be responsible for the completeness and accuracy of the Work, supporting data and other documents prepared or compiled in performance of the Work, and shall correct, at its sole expense, all significant errors and omissions therein; provided that Consultant may rely on the accuracy and completeness of information provided to it by County unless expressly informed it should not. The fact that the County has accepted or approved Consultant’s Work shall not relieve Consultant of any of its responsibilities. Consultant shall perform the Work in a skillful, professional, and competent manner and in accordance with the standards of care, skill, and diligence applicable to **Enter field of expertises**. with respect to similar work.

3. Time of Performance and Termination: Consultant shall commence the Work upon execution of this agreement and complete the Work no later than **Enter date of completion**..

NOTE: This agreement shall have no force or effect unless Consultant has executed and delivered to County Exhibit C hereto, if applicable, at the time of executing this agreement or within five calendar days thereafter.

4. Compensation and Payment: In consideration of its performance of the Work, the Consultant shall be paid a sum not to exceed \$ **Enter Contract Amount**.. Payment shall be made in accordance with the following:

a) **IF PROGRESS PAYMENTS ON FIXED SUMS PER TASK OR RATES**:
The Consultant shall provide an itemized invoice based on the task and/or rates set forth

in Exhibit D. The Consultant shall submit to County monthly invoices of the progress made and expenses incurred during the previous calendar month. Such invoices shall segregate the charges for work done by task, and shall describe the Work performed, the time incurred by each person performing work, and expenses incurred. Upon request, Consultant shall provide County with such other supporting information as County may request.

b) **IF SINGLE PAYMENT:** Payment will be made within thirty days following completion of the Work and Consultant's invoicing.

c) **IF REIMBURSABLE COSTS:** Reimbursable costs shall be billed monthly. For the purposes of this Agreement, the term "reimbursable costs" shall include only actual out-of-pocket expenses incurred by Consultant and his consultants in connection with the Work, except travel will be reimbursable by mileage rates. Reimbursable costs shall not include telephone or postal charges. Reimbursable costs will include printing (sufficient copies as directed by County), fax and photo-reproduction costs at rates provided in Exhibit D. (Exhibit D notwithstanding, the cost of Consultant's subcontractors shall be reimbursed at only 100% of cost.)

d) The Consultant shall maintain comprehensive, complete and accurate records and accounts of its performance relating to this Agreement for a period of three (3) years following final payment hereunder, which period shall be extended at County's reasonable request. County shall have the right within such period to inspect such books, records and documents upon demand, with reasonable notice and at a reasonable time, for the purpose of determining, in accordance with acceptable accounting and auditing standards, compliance with the requirements of this Agreement and the law.

5. **Project Management:** Enter Name of Proj. Mgr. for Consultant, shall be designated as Consultant's Project Manager for the Work. The Enter Name of Proj. Mgr. for County, shall be County's Project Manager responsible for this Agreement. All correspondence between the parties regarding this project shall be between and among the project managers. Either party may designate a different project manager by notice in writing.

6. Independent Contractor: It is expressly acknowledged and understood by the parties that nothing contained in this Agreement shall result in, or be construed as establishing, an employment relationship. Consultant shall be, and shall perform as, an independent contractor. No agent, employee, or servant of Consultant shall be, or shall be deemed to be, the employee, agent or servant of County. Consultant shall be solely and entirely responsible for its acts and for the acts of Consultant's agents, employees, servants and subcontractors during the performance of this Agreement.

7. **Personnel:** Consultant understands and hereby acknowledges that County is relying primarily upon the expertise and personal abilities of Enter Name of Consultant's Principal or Proj. Mgr., and this Agreement is conditioned upon his/her continuing direct personal involvement in the Work. County understands that other employees of Consultant will

be working on portions of the Work; however, these employees shall be under the direct supervision of the person identified in this paragraph at all times; in the event that s/he is unable to remain involved in the Work, Consultant shall immediately notify County and County shall have the option to terminate this Agreement.

8. No Assignment: The parties to this Agreement recognize that the services to be provided pursuant to this Agreement are professional in nature and that in entering into this Agreement County is relying upon the personal services and reputation of the person(s) identified in the preceding paragraph. Therefore, Consultant may not assign its interest in the Agreement, including the assignment of any rights or delegation of any obligations provided therein, without the prior written consent of County, which consent County may withhold in its sole discretion. Except as so provided, this Agreement shall be binding on and inure to the benefit of the parties, and their respective successors and assigns, and shall not be deemed to be for the benefit of or enforceable by any third party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

9. Ownership of Documents: All documents (digital, paper or any other format for presentation or preservation) which are obtained during or prepared in the performance of the Work are copyrighted and shall remain the property of the County, shall be so designated on the face of the document, and are to be delivered to County's project manager before final payment is made to Consultant or upon earlier termination of this Agreement.

10. Confidentiality: Consultant acknowledges that it may receive confidential information from County for use in connection with its performance of the Work. Consultant further acknowledges that it may in the performance of the Work develop information, including facts, data, and opinions, which are, or in County's judgment should be, confidential or limited in terms of dissemination. Consultant shall take all precautions necessary to maintain and protect the confidentiality of any such information and to ensure that it shall be used only for the purposes of the Work. All facts, data, and opinions developed by Consultant in the course of its performance of the Work shall be deemed to belong to County and no such facts, data, or opinions shall be disseminated to anyone for any purpose without County's express written consent unless required by law.

Upon completion of the Work, Consultant shall return to County all material the County supplied to Consultant in connection with the performance of the Work.

11. Consultant's Insurance: Consultant shall purchase, and maintain throughout the course of its performance under this agreement, such insurance as will protect Consultant and County from claims which may arise out of or result from Consultant's operations under the Agreement, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. For liability insurance coverages, before Consultant may commence any Work under this Agreement, Consultant must provide a certificate in a form satisfactory to the County showing

that County is named as an additional insured and that the coverage will not expire or be terminated without first giving the County thirty days notice thereof.

The insurance required shall be written for not less than any limits of liability required by law or by those set forth below, whichever are greater. All such insurance shall be written by companies authorized to do insurance business in the State of Colorado.

a. Workmen's Compensation including occupational disease, and Employer's Liability Insurance in amounts and coverage as required by the laws of Colorado.

b. Commercial General Liability Insurance - Consultant shall maintain a Commercial General Liability Form of insurance with bodily injury and property damage liability limits of the greater of (a) \$387,000 for any one person in any one occurrence and \$1,093,000 for two or more persons in any one occurrence, or (b) the maximum government liability under the Colorado Governmental Immunity Act, CRS §24-10-101, et seq.

c. Automobile Liability Insurance - Consultant shall maintain an Automobile Liability form of insurance with bodily injury and property damage liability limits of the greater of (a) \$387,000 for any one person in any one occurrence and \$1,093,000 for two or more persons in any one occurrence, or (b) the maximum government liability under the Colorado Governmental Immunity Act, CRS §24-10-101, et seq.

d. **THIS PARAGRAPH** APPLIES DOES NOT apply

Professional Liability (Errors and Omissions Liability) Insurance – At all times, Consultant shall maintain Professional Liability Insurance (in a minimum of the limits set forth above for commercial general liability insurance) covering against liability for professional misconduct or lack of ordinary skill in the performance of professional duties in the performance of the Work by any entity and person for whom professional liability coverage is commonly available. In the event that the insurance is written on a claims-made basis, Contractor 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 two (2) years beginning at the time the Work is completed.

Subcontractors: Before permitting any of his subcontractors to perform any Work under this Agreement, Consultant shall either (a) require each of his subcontractors to procure and maintain during the life of his subcontracts, insurance of the types and in the amounts as may be applicable to his Work, which type and amounts shall be subject to the approval of the County, or (b) insure the activities of his subcontractors in his own policy.

12. Consultant's Indemnity: Consultant shall indemnify and hold harmless County, and its elected officials and employees, and the agents of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from Consultant's performance of the Work, including performance by anyone directly or indirectly employed by him or anyone for whose acts he may be liable. Notwithstanding the foregoing, each party is responsible for its own negligence as it relates to the provisions of this Agreement.

13. **THIS PARAGRAPH** APPLIES DOES NOT apply

Conflicts Of Interest: Consultant acknowledges that because a material part of the Work is to help the County in the **Enter Basic Desc. Of work, ie, development and implementation of x. ,** Consultant is disqualified from providing **Enter Prohibited Activity, ie professional engineering.** for such a project in Clear Creek County during the term of this Agreement.

14. Termination for the Convenience of the County: County may terminate this Agreement, in whole or in part, for its convenience upon providing written notice, by delivery or by mail, to Consultant. Upon such termination, County shall be liable only for Work satisfactorily completed prior to the notice and for unavoidable expenses directly incurred for performance of those parts of the Work which have not been satisfactorily completed, provided that, at its sole option, County may require that Consultant complete particular tasks or subtasks. Upon termination Consultant shall deliver to County all photographs, drawings, illustrations, text, data, and other documents entirely or partially completed, together with all material supplied to Consultant by County. Payment will be due within thirty (30) days after Consultant

has delivered the last of the partially completed documents, together with any records that may be required to determine the amount due.

15. Notices: Any notice and all written communications required under this Agreement shall be given by personal delivery, courier delivery, facsimile or e-mail transmission together with a “hard copy” by United States mail, or first class mail, to the appropriate party at the following addresses:

Consultant:

Enter Consultant's Name.
Enter Consultant's Address.
Enter Consultant's Address.
Enter Consultant's City, State & Zip.
Tel. Enter Consultant's phone number.
e-mail Enter Consultant's email.

County:

Enter County Proj. Mgr's Name.
Clear Creek County Department
PO Box 2000
Georgetown, CO 80444
Tel. phone number
e-mail email address

With a copy to:

Clear Creek County Attorney
P.O. Box 2000
Georgetown, CO 80444
rloeffler@co.clear-creek.co.us

Notice shall be deemed given on the first to occur of delivery, transmission by facsimile or e-mail (if transmitted during customary business hours, or the following business day if not), or three calendar days after deposit in the U.S. mail, as applicable.

16. Miscellaneous:

a. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado, without reference to choice of law rules. The parties agree that venue in any action to enforce or interpret this Agreement shall be in the District Court for Clear Creek County in the 5th District for the State of Colorado.

b. The Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement on the basis of race, color, religion, national origin, sex, ancestry, physical handicap, sexual orientation,

age, political affiliation or family responsibility. The Consultant shall require all consultants to agree to the provisions of this subparagraph.

c. This Agreement does not and shall not be deemed to confer upon or grant to any third party any right enforceable at law or equity arising out of any term, covenant, or condition herein or the breach thereof.

d. Consultant shall comply with all federal, state and local laws, statutes, ordinances, building codes, rules and regulations applicable to the Work.

e. Governmental Immunity. Nothing herein shall be deemed to waive any of the immunities, liability limitations or other provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., all of which expressly are reserved by County. In addition, anything in this Agreement which purports to create a contractual obligation by County to do an act or be liable for something for which County is immune, or has limited liability, in the absence of a contractual obligation, shall be deemed void.

f. The Immigration Addendum set forth on Exhibit A attached hereto is incorporated herein by this reference and is deemed executed by Consultant whether or not Exhibit A itself is signed.

g. The Consultant's Certificate Regarding Employing or Contracting With an Illegal Alien, Exhibit B hereto, must be fully executed and delivered to County's Project Manager before Consultant can perform any work under this Agreement. **If Consultant is a natural person, Consultant must execute the Affidavit for Natural Person Seeking Public Benefit, Exhibit C hereto, before this Agreement can take effect.**

h. Consultant represents and warrants, which representations are material to this Agreement, without which the County would not have entered into it, that the statements made in Contractor's/Consultant's Certificate Regarding Employing Or Contracting With An Illegal Alien (Exhibit B attached hereto) and (but only if Consultant is a natural person) in the Affidavit for Natural Person Seeking Public Benefit (Exhibit C attached hereto), are true and correct. A misrepresentation therein or a violation of the terms of Exhibit A shall be deemed a material breach of this Agreement.

17. Budget/Appropriation: Notwithstanding anything to the contrary contained in this Agreement, County shall have no obligations under this Agreement, nor shall any payment be made to Consultant, in respect of any period or Work performed after any December 31 of each calendar year during the term of this Agreement, without an appropriation therefor by the County in accordance with a budget adopted by the Board of County Commissioners in compliance with the provisions of Article 25 of Title 30 of the Colorado Revised Statutes, the Local Government Budget Law (C.R.S. §29-1-101 *et seq.*), and the TABOR Amendment (Constitution, Article X, Sec. 20).

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**AGREEMENT FOR PROFESSIONAL SERVICES
EXHIBIT A**

**NOTIFICATION OF IMMIGRATION COMPLIANCE REQUIREMENTS AND
CERTIFICATION BY CONSULTANT**

Enter Consultant's Name, ("Consultant" herein) acknowledges that Consultant has been notified of the immigration compliance requirements of C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343), and hereby **CERTIFIES** that:

1. The Consultant shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services; or

2. Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services;

3. The Consultant has verified or attempted to verify through participation in the basic pilot program that the Consultant does not employ any illegal aliens and, if the Consultant is not accepted into the basic pilot program prior to entering into a public contract for services, that the Consultant shall apply to participate in the basic pilot program every three months until the Consultant 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 Consultant acknowledges that the Consultant is prohibited from using basic pilot program procedures to undertake preemployment screening of job applicants while the public contract for services is being performed;

5. If the Consultant obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Consultant shall be required to:

(A) Notify the subcontractor and the contracting state agency or political subdivision within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(B) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph (A) of this Section 5 the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subConsultant if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. Consultant 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 C.R.S. § 8-17.5-102(5).

7. If Consultant violates a provision of the public contract for services required herein the County may terminate the contract for a breach of the contract. If the contract is so terminated, the Consultant 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 Consultant 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 Consultant, the state agency or political subdivision that terminated the public contract for services, and the date of the termination. A Consultant shall be removed from the list if two 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 a 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 Consultant 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 Consultant is complying with the provisions 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 Consultant is hereby notified that the Department is authorized to promulgate rules in accordance with article 4 of title 24, C.R.S., to implement the provisions of C.R.S. § 8-17.5-101, *et. seq.*

**AGREEMENT FOR PROFESSIONAL SERVICES
EXHIBIT B**

**CONSULTANT'S CERTIFICATE
REGARDING EMPLOYING OR CONTRACTING
WITH AN ILLEGAL ALIEN**

FROM: Enter Consultant's Name.
(Consultant)

TO: Clear Creek County
PO Box 2000
Georgetown, CO 80444

Project Name: Enter Project Name.

Project Number (if any): _____

As a Consultant for the above-identified bid/project, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien and that I (we) have participated in or attempted to participate in the basic pilot program of the state of Colorado in order to verify that I (we) do not employ any illegal aliens.

Executed this _____ day of _____, 20__.

By: _____
Signature

Title: _____

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, in their capacity as _____ of _____, a _____ corporation, on behalf of the corporation.

S E A L

Notary Public
My Commission Expires: _____

**AGREEMENT FOR PROFESSIONAL SERVICES
EXHIBIT C**

AFFIDAVIT FOR NATURAL PERSON SEEKING PUBLIC BENEFIT
(Applicable only if Consultant is an individual)

I, _____, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

- ___ I am a United States citizen, or
- ___ I am a Permanent resident of the United States, or
- ___ I am lawfully present in the United States Pursuant to Federal Law.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of the State of Colorado as perjury in the second degree under §18-8-503, C.R.S. Each time a public benefit is fraudulently received shall constitute a separate offense.

Signature

Date

**AGREEMENT FOR PROFESSIONAL SERVICES
EXHIBIT D**

SCOPE OF THE WORK

When the public health director is not a licensed physician, a designated medical officer shall be employed or contracted by the county board of health to advise the public health director on medical decisions and be available at all times to the public health director. This guidance outlines requirements and considerations in appointing a medical officer, given that the duties vary depending on the scope and type of services offered by the local public health agency.

Statutory requirements for medical officer C.R.S. § 25-1-508

- Currently licensed to practice medicine in Colorado without conditions, restrictions, or letters of admonition from any Medical Board
- Graduate of approved medical school (MD or DO)

Preferred Qualifications

- The Medical Officer should possess, along with medical expertise, interest, knowledge, and expertise in public health, prevention, and working to improve the community's health.
- Particular knowledge may include being board certified in Preventive Medicine, holding a master in public health or completion of public health coursework. If not board certified in Public Health and Preventive Medicine; board certified in a primary care specialty is preferred.
- Knowledgeable of public health related statutes, related Colorado Department of Public Health and Environment policies and procedures, and related Board of Health rules.
- Registered with CDPHE for and have a Medicaid Number.

General Functions:

- At a minimum, advise the public health director of the Local Public Health Agency and local Board of Health on medical issues and medical decisions affecting public health, sign needed protocols, and be available in a public health emergency.
- Connect medical practice to public health practice by providing consultation, technical assistance and medical advice to public health director, local public health agency staff, and the Board of Health in areas such as:
 - evidence based health promotion, worksite wellness and chronic disease prevention programs
 - communicable diseases surveillance prevention and control, and human health hazard control (i.e. public health emergencies; human health hazards; disease outbreaks; epidemics; pandemics; and threats to the health of the public through atypical manifestations of current,

- emerging, and re-emerging communicable diseases or human health hazards)
 - o emerging public health issues and concerns in the local public health agency's jurisdiction (i.e. marijuana, mold, prescription drug overuse)
- Offer education and training, as needed, to public health director, local public health agency, Board of Health, or community
- Serve as a liaison in building effective collaborative partnerships between the local public health agency and local medical and health care providers to promote the health and safety of the community
- Respond to media inquiries, as appropriate
- Participate in the community health assessment process and provide medical and public health expertise during the creation and implementation of local public health improvement plan; participate in agency strategic planning, and quality improvement initiatives
- Review the county Emergency Preparedness Plan annually and provide recommendations for improvements

Specific Functions and Duties:

- Adheres to required policies, procedures and other guidance materials
- Offers medical oversight, consultation and recommendations, as needed
- Co-signs recommendations of the nursing personnel and/or nurse practitioners
- Adheres to the state statute regarding mandatory reporting of child abuse, child sexual assault, and domestic violence
- Maintains confidentiality, adheres to local public health agency **HIPAA** policies
- Approves various medical protocols, including (but not limited to): anaphylaxis protocols, immunizations, etc.
- Provides recommendations on orders/prescriptions for clients needing disease control services, such as specimen collection, testing, and antibiotic prophylaxis, as needed
- Provides for the department's use their DEA and State Board License numbers for the purpose of ordering vaccines and other pharmacy items for authorized Public Health Department use
- Meets with staff on a regular basis to provide consultation, guidance, and training on disease surveillance, investigation, prevention, and control strategies
- Collaborates with the Clear Creek County Health Advisory Board
- Attends Board of Health meetings and hearings as required
- Provides affidavits and testimony in court as required for public health enforcement
- Consults with the Onsite Wastewater Treatment System Technician on matters pertaining to public health aspects of sewage disposal, including enforcement actions
- Attends trainings as appropriate and as agreed to by the County, in

advance, to perform the duties of a Medical Officer in the state of Colorado

- Provides consultative services, as needed, during large disease outbreaks
- Participates in planning and exercises for public health emergencies

In the event of an emergency, assist Public Health Agency staff in securing the cooperation of key health partners in planning and implementing a mass prophylaxis clinic (liaison); additionally, provides on-site physician services for community mass prophylaxis clinics (as outlined in the Public Health Emergency Operations Plan)