AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Professional Services Agreement; Touch of Care; services to Gunnison County Senior Resources for homemaker services and/or personal care services depending upon assessed individual client needs; 7/1/13 thru 6/30/14; Not to Exceed $1,080

Action Requested: County Manager Signature

Parties to the Agreement: Touch of Care

Term Begins: 7/1/13 **Term Ends:** 6/30/2014 **Grant Contract #:**

Summary:
Agreement with Touch of Care to provide Senior Resources with homemaker services and/or personal care services depending upon assessed individual client needs

Fiscal Impact: not to exceed $1080

Submitted by: CAO for Senior Resources **Submitter's Email Address:** kstewart@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

These services will be paid out of the DHS Adult Protective Services allocation. Funds are currently available. --M. Eden 4/1/2014

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 4/1/2014

County Attorney Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 3/31/2014 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 4/1/2014

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 4/15/2014 Follow Up Agenda Date:

Revised April 2013

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") made effective the ___ day of _____, 2014, is by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 ("Gunnison County") and Touch of Care, whose address is 108 W. 2nd Street, Delta, CO 81416 ("Service Provider").

RECITALS

Service Provider provides services to Gunnison County Senior Resources for homemaker services and/or personal care services depending upon assessed individual client needs ("Services"). Gunnison County desires to engage Service Provider to provide Services according to this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

1. TERM.

The term of this Agreement shall commence on July 1, 2013 and shall terminate on June 30, 2014, unless sooner terminated or replaced as provided herein.

2. SCOPE OF SERVICES.

Service Provider shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the services as more specifically set forth on Exhibit A, attached hereto and incorporated herein by this reference. All Services shall be performed in a timely manner and in accordance with generally accepted standards for Service Provider's profession and all applicable federal, state and local laws and regulations affecting the Services or the subject matter thereof. Service Provider acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its measure that 95% of surveyed individuals receiving home based services report an improved quality of life, as more fully outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

(a) In exchange for Service Provider's performance of the Services, during the

Term, Gunnison County shall pay Service Provider fees as more specifically set forth in Exhibit A.

(b) The Compensation shall compensate Service Provider for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, except as specifically set forth herein.

(c) This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement without penalty to Service Provider pursuant to paragraph 7 of this Agreement.

5. INDEMNIFICATION.

(a) Service Provider agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Service Provider or its employees, subcontractors or agents in connection with this Agreement.

(b) This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination.

6. INSURANCE.

Service Provider agrees that at all times during the Term of this Agreement that Service Provider shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Service Provider will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverage's required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County.

(a) Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Service Provider during the term of this Agreement.

(b) Professional Services Liability Insurance or the equivalent in an amount not less than $350,000, each occurrence and $990,000 aggregate, for damages arising out of the rendering, or failure to render, any professional services.

(c) Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than $350,000 for any injury to one person in any single

occurrence and in an amount no less than $990,000 for any injury to two or more persons in any single occurrence.

7. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Service Provider shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms outlined in Exhibit A.

8. DELEGATION AND ASSIGNMENT.

This is a professional services contract with Service Provider and, therefore, Service Provider shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County which consent Gunnison County may withhold in its sole discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

9. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

Gunnison County: County Manager
Gunnison County
200 E. Virginia
Gunnison, Colorado 81230
Phone: 970-641-0248

With a copy to: Board of County Commissioners
of the County of Gunnison, Colorado
200 E. Virginia
Gunnison, Colorado 81230

Service Provider: Touch of Care
108 W. 2nd Street
Delta, CO 81416
Phone: 970-874-6115

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

10. INDEPENDENT CONTRACTOR.

(a) In carrying out its obligations and activities under this Agreement, Service Provider is acting as an independent contractor and not as an agent, partner, joint venture or employee of Gunnison County. Service Provider does not have any authority to bind Gunnison County in any manner whatsoever.

(b) Service Provider acknowledges and agrees that Service Provider is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Service Provider is obligated to pay federal and state income tax on any moneys paid it related to the services.

11. IMMIGRATION COMPLIANCE CERTIFICATION.

(a) Service Provider certifies that Service Provider does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

(b) Service Provider certifies that Service Provider has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

(c) Service Provider certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

(d) Service Provider agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. §8-17.5-102 by the Colorado Department of Labor and Employment.

(e) Service Provider agrees to comply with the provisions of C.R.S. §8-17.5-101 et seq.

12. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

13. MISCELLANEOUS.

(a) SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

(b) AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

(c) NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

14. ATTORNEYS FEES.

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorneys fees and expert witness fees.

15. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in the state District Court governing Gunnison, Colorado.

16. COUNTERPARTS: FACSIMILE TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which my contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Matthew Birnie, County Manager

ATTEST:

_____
Deputy Clerk

TOUCH OF CARE

By: _____
Tracy Martinez, Owner/Operator

EXHIBIT A

SCOPE OF SERVICES

Touch of Care shall perform and provide the following services:

- Provide homemaker and/or personal care services to clients of Gunnison County Adult Protective Services, who reside within the identified service area, on a regularly scheduled basis.
- Provide services as requested by Gunnison County Adult Protective Services.

Gunnison County shall perform and provide the following services:

- Provide reimbursement to Touch of Care for services rendered.

COMPENSATION

During the term of this agreement, Touch of Care's full and complete compensation shall be:

1) Reimbursed at the rate of eighteen dollars ($18) per hour, up to twenty (20) hours per client; *and*

2) The total amount to be expended during the entire term of this agreement shall not exceed one thousand and eighty dollars ($1,080) or a total of sixty (60) hours, for all clients.