AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Professional Services Agreement; Marcie Telander (East River Counseling); Professional Services Regarding Assessment, Service Planning and Clinical Services to Promote Safety, Wellbeing and Permanency for Children and Families Referred from the Gunnison County Department of Health and Human Services; 9/16/14 thru 5/31/15

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Marcie Telander and BOCC

Term Begins: 9-16-14 **Term Ends:** 5/31/2015 **Grant Contract #:**

Summary:
Contract to provide mental health services for clients of DHS Child and Family Services.

Fiscal Impact: Funding comes from CORE Family Issues Cash Fund

Submitted by: Greg Meier **Submitter's Email Address:** gregory.meier@state.co.us

Finance Review: (●) Required ( ) Not Required

Comments:

Agreement covers scope of work allowable for reimbursement from the Child Welfare Allocation. --M. Eden 9/16/14

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 9/16/2014

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

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 9/18/2014 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 9/19/2014

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

Agenda Date: 10/7/2014 Follow Up Agenda Date:

Revised April 2013

RECEIVED
SEP 10 2014
GUNNISON COUNTY
DEPT. OF HUMAN SERVICES

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") made effective the 16th day of September, 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 Marcie Telander (EAST RIVER COUNSELING), whose address is 320 N. Main Gunnison, CO 81230/ P.O. Box 1101 Crested Butte, CO 81224 ("Service Provider"). Mailing address MT

RECITALS

Service Provider provides professional services regarding assessment, service planning and clinical services to promote safety, well-being and permanency for children and families referred from the Gunnison County Department of Health and Human Services ("Department") ("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 the date first set forth above and shall terminate when the scope of services is complete, but not later than May 31, 2015, 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 in strengthening the continuum of care while sustaining essential health and human services by enhancing individual and family functioning as 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: Marcie Telander for East River Counseling, INC
P.O. 401
Crested Butte, CO 81224 —

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. CRIMINAL BACKGROUND CHECK.

(a) Prior to any professional services being performed, Service Provider must conduct a fingerprint based criminal background check through the Colorado Bureau of Investigation, pursuant to C.R.S. §27-90-111. A copy of the criminal background check shall be provided to the department prior to any services being performed. Upon notification to the department that the contracting employee or Service Provider has received a conviction for any of the disqualifying offenses described in paragraph (b) or (c) of subsection (9), C.R.S. §27-90-111, the contracting employee's or Service Provider's position with the department shall be terminated.

(b) Service Provider agrees to comply with the provisions of C.R.S. §27-90-111, et al, throughout the term of this Agreement, which provides, in relevant part, as follows:

> (a) (t)he contracting employee shall submit to a criminal background check as described in subsection (4) of C.R.S. §27-90-111 for state employees;
> (b) (t)he contracting employee shall report any arrests, charges, or summonses for any of the disqualifying offenses specified in paragraph (b) or (c) of subsection (9) of C.R.S. §27-90-111 to the contracting employee's supervisor at the department before returning to work.
> (c) (t)he contracting employee may be suspended or terminated, at the discretion of the department, prior to the resolution of the criminal charges for any disqualifying offenses specified in paragraph (b) or (c) of subsection (9), C.R.S. §27-90-111.
> (d) (u)pon notification to the department that the contracting employee has received a conviction for any of the disqualifying

offenses described in paragraph (b) or (c) of subsection (9), C.R.S. §27-90-111, the contracting employee's position with the department shall be terminated."

The Gunnison County Department of Health and Human Services shall pay for the costs of such a background check.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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: _____

ATTEST:

_____
Deputy Clerk

SERVICE PROVIDER
By: Marcie Felander
Marcie Felander
for East River Counseling, Inc

EXHIBIT A
SERVICE PROVIDER FEES

A. In exchange for Providers performance of the Services, during the Term, Gunnison County shall pay Provider fees as follows (prorated for each 15 minutes):

____ $20 per hour for group facilitation

____ $25.00 per hour for ISST/Wraparound facilitation

____ $45.00 per clinical hour for home based life skills

____ $55.00 per clinical hour, for unlicensed therapist

_X_ $70.00 per clinical hour, for licensed therapist

____ $60.00 per month, per client for case management

____ $60.00 per hour for Wraparound Coaching

____$1500.00 per parenting series,

____ other as specified.

_____ Service in the amount of $ _____.

The maximum amount of reimbursement per client will be determined by the Treatment Plan as stipulated by the FAST or DHHS.

B. In exchange for Providers travel, to provide services in the home, mileage may be reimbursed from the Gunnison County Court House to the point of destination at a rate of $30 round trip to Crested Butte and $60 round trip to Lake City, as agreed upon by the Department which is case specific.

Print Date: 6/17/2013

CNA

HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP

Certificate of Insurance

OCCURENCE POLICY FORM

HPSO
Healthcare Providers Service Organization

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0270385579	from 07/04/13 to 07/04/14 at 12:01 AM Standard Time

Named Insured and Address:
East River Counseling, Inc.
160 Lower Allen Rd
Po Box 1101
Crested Butte, CO 81224-1101

Program Administered by:
Healthcare Providers Service Organization
159 E. County Line Road
Hatboro, PA 19040-1218
1-888-288-3534
www.hpso.com

Medical Specialty: Mental Health Counselor Firm
Code: 80723

Insurance is provided by:
American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

Excludes Cosmetic Procedures

Professional Liability $1,000,000 each claim $ 3,000,000 aggregate

Your professional liability limits shown above include the following:
* Good Samaritan Liability * Malplacement Liability * Personal Injury Liability
* Sexual Misconduct Included in the PL limit shown above subject to $ 25,000 aggregate sublimit

Coverage Extensions

License Protection	$ 25,000	per proceeding	$ 25,000	aggregate
Defendant Expense Benefit	$ 1,000	per day limit	$ 25,000	aggregate
Deposition Representation	$ 10,000	per deposition	$ 10,000	aggregate
Assault	$ 25,000	per incident	$ 25,000	aggregate
Includes Workplace Violence Counseling				
Medical Payments	$ 25,000	per person	$ 100,000	aggregate
First Aid	$ 10,000	per incident	$ 10,000	aggregate
Damage to Property of Others	$ 10,000	per incident	$ 10,000	aggregate
Information Privacy (HIPAA) Fines and Penalties	$ 25,000	per incident	$ 25,000	aggregate

General Liability
General Liability $1,000,000 each claim / $2,000,000 aggregate
Fire & Water Legal Liability Included in the GL limit shown above subject to $250,000 aggregate sublimit

Total: $ 727.00

Base Premium $727.00

Policy Forms & Endorsements(Please see attached list for a general description of many common policy forms and endorsements.)

G-121500-D	G-121501-C	G-145184-A	G-147292-A	GSL15563	GSL15564
GSL15565	GSL17101	GSL13424	GSL13425	G-123846-C05	GSL3886
GSL3908	G-121487-B	G-121504-C	G-123827-B	G-123828-B	G-141234-A
G-141235-A	GSL19904				

Chairman of the Board

Secretary

Keep this document in a safe place.It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full.In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.
Master Policy # 188711433

G-141241-B (03/2010)

Coverage Change Date:

Endorsement Change Date:

POLICY FORMS & ENDORSEMENTS

The list below contains general descriptions of the policy forms and endorsements that may or may not apply to your professional liability insurance policy. **Please refer to your Certificate of Insurance for the policy forms & endorsements specific to your state and your policy period.** Coverages, rates and limits may differ or may not be available in all states. All products and services are subject to change without notice.

Think Green –expanded definitions and copies of these policy forms and endorsements are available online at www.hpso.com/policyforms

COMMON POLICY FORMS & ENDORSEMENTS

FORM #	DESCRIPTION
G-121500-D	Common Policy Conditions
G-121501-C	Occurrence Policy Form
G-145184-A	Policyholder Notice - OFAC Compliance Notice
G-147292-A	Policyholder Notice - Silica, Mold & Asbestos Disclosure
GSL15563	Information Privacy Coverage Endorsement HIPAA Fines, Penalties & Notification Costs
GSL15564	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL15565	Healthcare Providers Professional Liability Assault Coverage
GSL17101	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
GSL13424	Services to Animals
GSL13425	Business Owner Coverage Extension Endorsement
G-123846-C05	Colorado Cancellation and Non-Renewal
GSL3886	Coverage & Cap on Losses from Certified Acts Terrorism
GSL3908	Notice - Offer of Terrorism Coverage & Disclosure of Premium
GSL19904	Exclusion of Cosmetic Procedures

OPTIONAL ENDORSEMENTS

FORM #	DESCRIPTION
G-121487-B	Amendment to Certificate
G-121504-C	General Liability Form
G-123827-B	Additional Insured General Liability
G-123828-B	Certificate Holder
G-141234-A	DBA Endorsement
G-141235-A	Additional General Liability Locations

PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.

For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.

For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the KY LGP Tax is the KY Local Government Premium Tax which includes charges at a municipality and/or county level.

For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.

For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association - 2012 Regular Assessment.

* Policy was changed to increase

HEALTHCARE PROVIDERS PROFESSIONAL LIABILITY

Amendment of Certificate of Insurance

In consideration of the premium paid for this policy, it is agreed that the **certificate of insurance** is amended as follows:

The Information Privacy (HIPAA) Fine and Penalties coverage limit is :

Increased to $50,000 per incident and $50,000 aggregate

In Lieu of:

$25,000 per incident and $25,000 aggregate

This endorsement is a part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below. All other provisions of the policy remain unchanged.

Must Be Completed	
ENDT. NO.	POLICY NO.
1	270385579

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT
East River Counseling, Inc.	07/04/2013

CNA
For All the Commitments You Make®

CNA

PROFESSIONAL LIABILITY INSURANCE ENDORSEMENT

Agreement to Provide Notice of Cancellation

In consideration of the premium paid, it is agreed that if the policy to which this endorsement is attached is cancelled before the expiration date, we will endeavor to mail notice to the person or entity named below. However, failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Person or Entity Name: Gunnison County
200 E Virginia
Gunnison, CO 81230

This endorsement is a part of **your** policy and takes effect on the effective date of **your** policy, unless another effective date is shown below. All other provisions of the policy remain unchanged.

Must Be Completed	
ENDT. NO.	POLICY NO.
01	0270385579

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	ENDORSEMENT EFFECTIVE DATE
East River Counseling, Inc.	7/04/2014