AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Provider Agreement; Gunnison/Hinsdale Youth Servic

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison DHS and Mentors

Term Begins: 06/01/2015 **Term Ends:** 5/31/2016 **Grant Contract #:**

Summary:

Provider agreement between Gunnison/Hinsdale DHS and Youth Services mentoring program

Fiscal Impact: Provided for in the budget

Submitted by: Gillian Wilks **Submitter's Email Address:** Gillian.wilks@state.co.us

Finance Review: (●) Required ( ) Not Required

Comments:
No Concerns.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 10/3/2015

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

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 10/5/2015 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/9/2015

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

Agenda Date: 10/20/2015

Revised April 2015

PROVIDER AGREEMENT

This Provider Agreement ("Agreement") made effective the June 1, 2015 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 Gunnison/Hinsdale Youth Services, Inc. ("Provider"), whose address is 101 N. 8th Street, Gunnison, CO 81230.

RECITALS

Provider provides professional services regarding mentoring to individuals and families referred from Gunnison County Department of Health and Human Services ("Department") and Gunnison County Juvenile Services. Gunnison County desires to engage 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 on May 31, 2016, unless sooner terminated or replaced as provided herein.

2. SCOPE OF SERVICES.

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, regarding mentoring services to promote health and wellness to individuals and families referred from the Department or Juvenile Services. All Services shall be performed in a timely manner and in accordance with generally accepted standards for Provider's profession and all applicable federal, state and local laws and regulations affecting the Services or the subject matter thereof. 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. COMPENSATION, BONUS AND EXPENSES.

(a) In exchange for Providers performance of the Services, during the Term, Gunnison County shall pay Provider fees as noted in Exhibit B.

(b) The Compensation shall compensate Provider for all charges,

expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, except as specifically set forth herein.

(c) This is a service funded through CORE and the HB 1451 incentive pool. If the funds are discontinued for any reason, this contract shall terminate.

4. INDEMNIFICATION.

(a) 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 Provider or its employees, sub-contractors 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.

5. INSURANCE.

Provider agrees that at all times during the Term of this Agreement that Contractor 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, Contractor 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 Contractor during the term of this Agreement.

b. Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Fifty Thousand and No/100 U.S. Dollars ($350,000.00); and For an injury to two or more persons in any single occurrence, the sum of Nine Hundred Ninety Thousand and No/100 U.S. Dollars ($990,000.00).

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.

6. 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, Provider shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms outlined in Exhibit B.

7. DELEGATION AND ASSIGNMENT.

This is a personal services contract with Provider and, therefore, 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 discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

8. 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

Provider: Gunnison/Hinsdale Youth Services, Inc.
105 N. Boulevard
Gunnison, CO 81230

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.

9. INDEPENDENT CONTRACTOR.

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

(b) Provider acknowledges and agrees that Provider is not entitled to: (i)

unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Provider is obligated to pay federal and state income tax on any moneys paid it related to the services.

10. 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.

11. 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.

12. 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.

13. 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.

14. IMMIGRATION COMPLIANCE CERTIFICATION.

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

(b.) Provider certifies that Provider has required its subcontractors to

certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

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

15. 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 below to be effective as of the date first above written.

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO

Date: _____ By: _____

ATTEST:

_____
Deputy Clerk

PROVIDER

Date: 10/1/2015 By: Tina McGuinness

Exhibit A
Scope of Service

CONTRACTOR' S NAME: Gunnison/Hinsdale Youth Services, Inc. (Partners)

GENERAL:

- This Agreement is for the provision of client/family intervention services for clients referred by the Gunnison County Department of Health and Human Services ("Department") or Gunnison County Juvenile Services.
- Provider will maintain files on each client, which contain information specific to the client's circumstances and program area.
- The Contractor will comply with all appropriate federal, state and County laws, rules of procedure and policy governing the Human Services programs involved: TANF, Colorado Works, Child Care, Child Support Enforcement and Child Welfare.
- Contractor will have access to confidential client information from the County's files pertaining to that client, per signed informed consent as noted via authorization to release information. Contractor accessing confidential data shall maintain the prescribed laws/rules of confidentiality. Failure to do so may result in termination of the contract.
- All services provided under this contract will be done in a culturally competent manner. The Contractor hired must be able to successfully work with staff and clients of diverse backgrounds. The diversity of the clients must be respected in the provision of all services. The Contractor may recommend subcontracting a portion of the required services to another provider(s) that specializes their program to serve a specific cultural population.

CLIENT SERVICES TO BE PROVIDED ARE:

- Mentoring: 598 hours of direct service and case planning for the contract period for Department initiated referrals. Mentoring hours provided through the FAST referral system will be consistent with the needs identified through the Individualized Service and Support Teams. This mentoring services is consistent with the "therapeutic mentoring" model involving case planning, pre and post test assessment, ongoing communication with treatment team and more intensive and frequent services to referred youth.
- Case conferencing.

- Written progress notes at least monthly including dates of service, services provided, participants, descriptive progress toward goals and objectives, recommendations for future care or plans for continued services.

COUNTY:

The County will participate in mutual treatment planning sessions, assist in coordinating ancillary services and communicate any changes in the clients' legal status or program eligibility.

The County will provide evaluation and feed back to the Contractor on the operation of this AGREEMENT.

Exhibit B

Budget

Contractor's Name: Gunnison/Hinsdale Youth Services (Partner's Inc.)

The following budget is for the Period of June 1, 2015 to May 31, 2016

Service: Mentoring

From the CORE DHHS allocation the following budget applies:

Personnel	
Mentors $15.00 per hour for 598 hours	**$8,970**
Operating	
Admin., phone, mail, copies	$1,343
Travel	376
Incentives	500
	$2,219
Total:	**$11,189**
Monthly CORE cost:	*$932.42*

GUNNISONCO RZAPATA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/12/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Colorado Nonprofit Insurance Agency
789 Sherman Street,
Suite 260
Denver, CO 80203

CONTACT NAME:
PHONE (A/C, No, Ext): (303) 894-0298 FAX (A/C, No): (303) 894-0161
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Alliance of Nonprofits for Ins	
INSURER B : North American Elite	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

GUNNISON VALLY MENTORS
101 N. 8th St.
Gunnison, CO 81230

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE / X OCCUR	X		2014-35369	01/26/2015	01/26/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X ISC 1MM / 1MM						MED EXP (Any one person)	$ 20,000
	X SSPL 3MM / 1MM						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:						LIQUOR LIABILIT	$ 1,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			CWA0012655-00	01/26/2015	01/26/2016	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Commercial Property			CWB0012656-00	01/26/2015	01/26/2016	Bldg	400,000
A	Commercial Property			CWB0012656-00	01/26/2015	01/26/2016	BPP	30,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GUNNISON COUNTY ITS OFFICERS AGENTS & EMPLOYEES IS LISTED AS AN ADDITIONAL INSURED IN RESPECTS TO THE GENERAL LIABILITY.

CERTIFICATE HOLDER

GUNNISON COUNTY
ITS OFFICERS AGENTS & EMPLOYEES
200 E. VIRGINIA AVE.
Gunnison, CO 81230

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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GUNNISONCO RZAPATA

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PRODUCER

Colorado Nonprofit Insurance Agency
789 Sherman Street,
Suite 260
Denver, CO 80203

CONTACT NAME:
PHONE (A/C, No, Ext): (303) 894-0298 FAX (A/C, No): (303) 894-0161
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INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : North American Elite	
INSURER B : Alliance of Nonprofits for Ins	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

GUNNISON VALLEY MENTORS
101 N. 8th St.
Gunnison, CO 81230

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
A	X ANY AUTO			CWA0012655-00	01/26/2015	01/26/2016	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Commercial Property			CWB0012656-00	01/26/2015	01/26/2016	Bldg	400,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

STATE of COLORADO IS NAMED AS ADDITIONAL INSURED IN RESPECTS TO GENERAL LIABILITY.

CERTIFICATE HOLDER

State of Colorado

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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