AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Professional Service Agreement; Jesse Cruz; Services to the Office of Juvenile Services Regarding Assessment, Service Planning, Case Management and Clinical Services to Promote Health and Wellness to Individuals and Families Referred from Gunnison County Family Advocacy and Support Team through the Office of Juvenile Services; 5/21/13 thru 6/30/14

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County BOCC & Jesse Cruz

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

Summary:
Professional Service Agreement with Jesse Cruz for Latino Boys Group in the Gunnison Middle School

Fiscal Impact: HB 1451 incentive funds

Submitted by: M. Dougherty **Submitter's Email Address:** mdougherty@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

The scope of work is eligible under HB-1451 funds, which requires no County match funding. Maureen Eden It is included in the existing county budget for professional services.

Reviewed by: Bcowan Discharge Date: 5/16/2013

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

Comments:

Reviewed by: ATrezise Discharge Date: 5/16/2013 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reviewed by: MBirnie Discharge Date: 5/17/2013

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

Agenda Date: 5/21/2013 Follow Up Agenda Date: N/A

Revised April 2013

PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") made effective the ___ day of _____, 2013, 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 Jesse Cruz, whose address is 900 W Denver, Unit A, Gunnison CO 81230 ("Service Provider").

RECITALS

Service Provider provides services to the office of Juvenile Services regarding assessment, service planning, case management and clinical services to promote health and wellness to individuals and families referred from Gunnison County Family Advocacy and Support Team through the office of Juvenile Services ("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 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 in strengthening the continuum of care while sustaining essential health and human services by reducing out of county placements by increasing in-county alternatives such as local foster homes, intensive family interventions, parenting classes, etc (as measured by number of bed days in out of county placements), 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 B.

(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.

(d) This is a service funded through the HB04-1451 Project and/or DHHS allocation funding. If the funds are discontinued for any reason, this contract shall terminate.

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 $150,000, each occurrence and $600,000 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 $150,000 for any injury to one person in any single occurrence and in an amount no less than $600,000 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 B.

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: Jesse Cruz
900 W Denver, Unit A
Gunnison, CO 81230
(719) 337-7503

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: _____

EXHIBIT A
SCOPE OF SERVICES

Provider shall perform and provide the following services prior to reimbursement:

RESPONSIBILITIES OF Jesse Cruz ("Provider")

Contact referred client to offer assessment, service planning and clinical services.

1. Provider is required and responsible for taking attendance at every meeting.
2. Submit written progress notes each 30 days to include a list of attendees (# of participants) per session, topical areas per session and a brief statement on engagement and progress.
3. Administer Pre/Post Assessment in the Fall and Spring of each school year. Provider must also track participants who have been assessed. – Tool TBD
4. Participate in steering committee meetings when scheduled.
5. Communicate with School (Todd Witzel) on a regular basis to confirm schedule and gain approval for special activities.
6. Participate in ISST's upon request of the referring party.
7. Provide an invoice by the first Friday of the month following services.
8. Maintain client confidentiality in accordance with Gunnison County Privacy Policy and HIPPA.

RESPONSIBILITIES OF GUNNISON COUNTY JUVENILE SERVICES:

1. Communicate with Provider as much as necessary to assure optimal service to the client.
2. Invite Provider to participate in case conferencing or Administrative Reviews in a timely manner.
3. Collect and score Pre/Post Assessments.
4. Reimburse Provider within a month following invoice.

EXHIBIT B
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):

_X__ $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

____ $70.00 per clinical hour, for licensed therapist

____ $60.00 per month, per client for case management

____ $60.00 per hour for Wraparound Coaching

____ $1000.00 per parenting series, for up to two series, upon funding approval of FAST

____ 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.

CERTIFICATE OF LIABILITY INSURANCE

American Family Insurance Company ☐
American Family Mutual Insurance Company if selection box is not checked.
6000 American Pky Madison, Wisconsin 53783-0001

Insured's Name and Address
Jesse Cruz
900 W Denver St. Unit A
Gunnison, CO 81230

Agent's Name, Address and Phone Number (Agt./Dist.)
Rick Nelson - Agent / Owner (970) 641-3481
1140 N Main St, Suite C
Gunnison, CO 81230-2460 (174/307)

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder.
This certificate does not amend, extend or alter the coverage afforded by the policies listed below.

COVERAGES

This is to certify that 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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY DATE EFFECTIVE (Mo, Day, Yr)	POLICY DATE EXPIRATION (Mo, Day, Yr)	LIMITS OF LIABILITY		
Homeowners/ Mobilehomeowners Liability				Bodily Injury and Property Damage Each Occurrence	$	,000
Boatowners Liability				Bodily Injury and Property Damage Each Occurrence	$	,000
Personal Umbrella Liability				Bodily Injury and Property Damage Each Occurrence	$	,000
Farm/Ranch Liability				Farm Liability & Personal Liability Each Occurrence	$	,000
				Farm Employer's Liability Each Occurrence	$	,000
Workers Compensation and Employers Liability †				Statutory		**********
				Each Accident	$	,000
				Disease - Each Employee	$	,000
				Disease - Policy Limit	$	,000
General Liability ☒ Commercial General Liability (occurrence) ☐ ☐	05-XR1478-03-00	4/1/2013	4/1/2014	General Aggregate	$	2,000 ,000
				Products - Completed Operations Aggregate	$	2,000 ,000
				Personal and Advertising Injury	$	1,000 ,000
				Each Occurrence	$	1,000 ,000
				Damage to Premises Rented to You	$	100 ,000
				Medical Expense (Any One Person)	$	0 ,000
Businessowners Liability				Each Occurrence††	$	,000
				Aggregate††	$	,000
Liquor Liability				Common Cause Limit	$	,000
				Aggregate Limit	$	,000
Automobile Liability ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Auto ☐ Nonowned Autos ☐				Bodily Injury - Each Person	$	,000
				Bodily Injury - Each Accident	$	,000
				Property Damage	$	,000
				Bodily Injury and Property Damage Combined	$	,000
Excess Liability ☐ Commercial Blanket Excess ☐				Each Occurrence/Aggregate	$	,000

Other (Miscellaneous Coverages)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS

† The individual or partners shown as insured ☐ Have ☐ Have not elected to be covered as employees under this policy.
†† Products-Completed Operations aggregate is equal to each occurrence limit and is included in policy aggregate.

CERTIFICATE HOLDER'S NAME AND ADDRESS

- Gunnison County
  200 E. Virginia
  Gunnison, CO 81230

CANCELLATION

☐ Should any of the above described policies be cancelled before the expiration date thereof, the company will endeavor to mail *(days) written notice to the Certificate Holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. *10 days unless different number of days shown.

☒ This certifies coverage on the date of issue only. The above described policies are subject to cancellation in conformity with their terms and by the laws of the state of issue.

DATE ISSUED	AUTHORIZED REPRESENTATIVE
5/14/2013	Rose M. Tocke