AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Provider Agreement; Benjamin Gallegos; Professiona

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: BOCC & provider Benjamin Gallegos

Term Begins: **Term Ends:** 3/31/2017 **Grant Contract #:**

Summary:

This is contract with individual professional from Montrose to provide youth mentoring services.

Fiscal Impact: $24 per hour plus $60 travel expense.

Submitted by: C Worrall **Submitter's Email Address:** cworrall@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 4/26/2016

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

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 4/24/2016 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/28/2016

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

Agenda Date: 5/3/2016

Revised April 2015

PROVIDER AGREEMENT

This Provider Agreement ("Agreement") made effective April 1, 2016 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 Benjamin Gallegos ("Provider") whose business address is 419 N 1st Street, unit C, Montrose, CO 81401.

RECITALS

Provider provides professional services regarding assessment, service planning and clinical services to promote safety, stability and permanency for children and families referred from the Gunnison County Department of Health and Human Services ("Department"). 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 March 31, 2017 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 assessment, service planning and clinical services to promote safety, stability, and permanency for children and families referred from the Department. 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 Provider's performance of the services, during the term, Gunnison County shall pay Provider fees as follows:

$24 per hour for youth mentoring services and $60 for travel (Montrose to Gunnison and back.)

(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 the Child Welfare CORE Program allocation. 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-Providers 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 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, 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 Provider during the term of this Agreement.

(b) Comprehensive General Liability Insurance or the equivalent in an amount not less than $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury Liability and $500,000 for Property Damage Liability.

(c) Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than one hundred fifty thousand dollars for any injury to one person in any single occurrence and in an amount no less than six hundred thousand dollars 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 A.

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: Benjamin Gallegos
419 N 1st Street, unit C
Montrose, CO 81401
Phone: 970-260-2016

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 the Board of County Commissioners 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: _____

PROVIDER

Date: ____4-1-16_____ By: _____

EXHIBIT A

SCOPE OF SERVICES

Provider shall perform and provide the following services in order to achieve safety, stability and permanency for children:

RESPONSIBILITIES OF BENJAMIN GALLEGOS:

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

1. Provide referring case worker with written summary of service plan within 30 days of initial appointment.
2. Provide case specific services as identified on the family services plan in order to achieve the established outcomes.
3. Submit written progress notes each 30 days specifying dates of services, progress toward goals and any treatment recommendations and/or other information that may be relevant to casework activities.
4. Administer pre and post test measures for program evaluation purposes, as appropriate.
5. Provide aftercare recommendations and assist in transition of care as appropriate.
6. Participate in case conferencing upon request of the referring party.
7. Provide an invoice on letterhead by the first Friday of the month following services.
8. Maintain client confidentiality in accordance with Gunnison County Privacy Policy and HIPPA.
9. Provider may be required to provide court related testimony.

RESPONSIBILITIES OF GUNNISON COUNTY:

1. Refer clients to Provider with sufficient client history and reason for referral.
2. Communicate with Provider as much as necessary to assure optimal service to the client.
3. Invite Provider to participate in case conferencing or Administrative Reviews in a timely manner.
4. Reimburse Provider within a month following invoice.