AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Colorado Judicial Department Agreement for Service

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: 7th Judicial District Probation and Juvenile Services

Term Begins: **Term Ends:** 6/30/2018 **Grant Contract #:**

Summary:

Services contract for HF Wraparound services to be provided to probation clients

Fiscal Impact: $35 per hour for services provided pursuant to the agreement

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

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns. LN

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 2/16/2018

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

Comments:
ok db 2-16-18

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 2/16/2018 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/16/2018

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 2/20/2018

Revised April 2015

COLORADO JUDICIAL DEPARTMENT
AGREEMENT FOR SERVICES
BY INDEPENDENT CONTRACTOR

1. PARTIES. This Agreement is entered into by and between the COLORADO JUDICIAL DEPARTMENT ("Department"), by and through the **Seventh Judicial District Probation Department**, and **the Board of County Commissioners of Gunnison County Colorado** ("Contractor") for the benefit of **Gunnison County Department of Juvenile Services** ("Juvenile Services"). Department and Contractor may individually be referred to as "Party" or collectively as "Parties." In consideration of their mutual promises and for their mutual benefit, the Parties agree as follows:

2. RECITALS AND PURPOSE. Department seeks a provider who is willing to offer wrap around services to juvenile clients.

3. AUTHORITY.

   A. Department has awarded Contractor the opportunity to provide the services described in this Agreement for Fiscal Year 2018 (July 1, 2017- June 30, 2018); and

   B. Authority exists in the law and funds have been budgeted, appropriated, and otherwise made available, and a sufficient uncommitted balance thereof remains available for encumbering and subsequent payment for purposes of this Agreement.

4. EFFECTIVE DATE. This Agreement shall not be valid or enforceable until it is fully executed by both Parties (the "Effective Date"). The Department shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Contractor for any work performed or expense incurred before the Effective Date.

5. TERM OF THE AGREEMENT.

   A. Initial Term; Work Commencement. The Parties' respective performances under this Agreement shall commence on the latter of the Effective Date or July 1, 2017 and shall terminate on June 30, 2018 ("Initial Term") unless sooner terminated or renewed in accordance with the terms of this Agreement.

   B. Renewal. This Agreement may be renewed for four (4) additional period(s) of up to twelve (12) months each, subject to mutual agreement by the Parties (each a "Renewal Term"). Each Party reserves the right to elect not to renew the agreement after expiration of the current term. If Contractor intends not to renew the Agreement it shall give notice of such intent at least thirty (30) days prior to expiration of the Agreement.

   C. End of Term Extension. In the event this Agreement approaches the end of its Initial Term, or any Renewal Term then in place, the Department, at its discretion, upon written notice to Contractor as provided in §36, may unilaterally extend such Initial Term or Renewal Term for a period not to exceed three months (an "End of Term Extension"). The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Agreement or termination of the agreement

   D. Survival of Certain Terms. Any provision of this Agreement that imposes an obligation after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement.

6. SCOPE OF WORK. The Contractor shall complete the services as described in **Exhibit A** and in accordance with the terms and conditions of this Agreement. The Department shall have no liability to compensate Contractor in connection with any services performed outside the scope of **Exhibit A**.

7. FEE AND PAYMENT.

   A. Fee. The Department shall compensate Contractor for services performed under this Agreement. The Department shall pay the Contractor in the amounts and in accordance with the schedule and other conditions set forth in **Exhibit B**.

   B. Not a Wage or Salary. It is specifically agreed that the fees paid under this Agreement are neither salary nor hourly wage, and any computation of fees based on performance time is for convenience of the Parties in determining value of service and not as salary or hourly wage.

   C. Method of Payment. Contractor shall initiate payment requests by submitting invoices to the Department on the schedule set forth in **Exhibit B**. Upon approval of the charges, Department shall promptly pay through its normal payment procedures and in all events not more than sixty (60) days of submission of the respective invoice The Department's acceptance of an invoice does not constitute acceptance of services performed under this Agreement.

   D. Disputes. If the Contractor disputes any calculation, determination or amount of any payment, the Contractor shall notify the Department of its dispute within 30 days following the Contractor's receipt of the payment or notification of the determination or calculation of the payment by the Department, as appropriate. The Department will review the information presented by the Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the Department's review shall be final. No payment that is subject to a dispute under this subsection shall be due until after the Department has concluded its review.

   E. Erroneous Payments. The Department may recover, at the Department's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor. The Department may recover such payments by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the Department and Contractor, or by any other appropriate method for collecting debt.

8. NO AGENCY OR EMPLOYMENT RELATIONSHIP. The Parties to this Agreement are cooperating entities. Nothing contained in this Agreement shall be construed to create a legal agency or employment relationship between the Parties. Neither Party, nor any employee of any Party, shall be deemed to be an agent or employee of the other Party. Each entity will be responsible for its acts and those of its employees and agents, if any, during the course of this Agreement.

9. PERFORMANCE SPECIFICATIONS. Department shall not exercise control over Contractor by overseeing the actual work or instructing Contractor as to how the work will be performed; however the parties agree that Contractor shall perform the services in accordance with recognized industry standards of care, skill and diligence for the type of services to be performed.

10. LICENSES, PERMITS, AND OTHER AUTHORIZATIONS. Contractor shall secure and maintain at all times during the term of this Agreement, at its sole expense, all licenses, permits, and other authorizations required by federal, state, and local laws and regulations to perform its obligations under this Agreement.

11. TRAINING. Department shall provide no training to Contractor, inasmuch as Contractor already possesses the skills needed to perform the work required under this Agreement.

12. CRIMINAL BACKGROUND CHECK.

   A. Background Check. The Department requires that all persons who perform services under this Agreement must pass a criminal background check before working under the Agreement, which

background check shall be valid for two (2) years. All such background checks will be carried out, at no charge to the Contractor or the worker, by the Department's Human Resources Division under standards developed by the Department. In order to request a new or renewal background check, the Contractor should provide to the worker an "Authorization and Consent for Release of Information" form, in the form to be provided by the Department, and deliver the completed form to the Department's Representative, who will process the request and inform the Contractor of the result. No person shall perform any work under this Agreement without having in place a valid criminal background check. The decision as to whether the worker passes the criminal background check will be in the sole discretion of the Department.

B. Notification. Contractor shall notify the Department in writing immediately upon discovering that any person performing services under this Agreement pleads guilty to, or is convicted of, a petty, misdemeanor, or felony offense during the term of this Agreement. The Contractor's report shall be accompanied by a newly completed "Authorization and Consent for Release of Information" form authorizing a new background check for the person who pled guilty or was convicted. The person who is subject of the report shall immediately cease performing services under this Agreement until otherwise informed by the Department.

13. INSURANCE REQUIREMENTS; GOVERNMENTAL IMMUNITY. Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as amended (the "Act"), and shall at all times during the term of this Agreement maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Nothing in this Agreement shall be construed as a waiver, express or implied, by either Party of any of the immunities, rights, benefits, protections, or other provisions afforded them pursuant to the Act.

14. CONFIDENTIALITY. In the event that Contractor obtains access to any records or files of the Department in connection with this Agreement, or in connection with the performance of its obligations under this Agreement, Contractor shall keep such records and information confidential and shall comply with all laws and regulations concerning the confidentiality of such records to the same extent as such laws and regulations apply to the Department. Contractor shall notify its employees and agents, if any, that they are subject to the confidentiality requirements as set forth above, and shall provide each employee or agent with a written explanation of the confidentiality requirements before the employee or agent is permitted access to confidential data.

15. COPYRIGHT/OWNERSHIP OF MATERIALS. By virtue of the compensation paid by the Department for services rendered by the Contractor and its employees or agents under this Agreement, Contractor acknowledges that adequate compensation will have been paid for any data, materials, or work products produced or created by the Contractor as a result of this Agreement. Contractor grants to the Department all right, title and interest in and to all such data, materials, or work products. Further, all copyrights, patents and royalties, if any, arising from the distribution of such data, materials or work products shall become the property of the Department or its assigns. To the extent required by the Department, Contractor shall place a notice of the Department's copyright on any or all materials produced under this Agreement.

16. COMPLIANCE WITH LAW. The Parties shall comply with the letter and spirit of all applicable federal, state and local laws and regulations related to performance under this Agreement, including but not limited to the Colorado Antidiscrimination Act of 1957, as amended, (Section 24-34-401 et seq., C.R.S.) and other applicable law respecting discrimination and unfair employment practices.

17. CHOICE OF LAW; VENUE. The construction, interpretation and performance of this Agreement shall be governed by the laws of the State of Colorado, and any claim arising out of or relating to this Agreement or breach thereof shall be brought exclusively in the state courts of Colorado.

18. LITIGATION REPORTING. If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Contractor's ability to perform its obligations under this Agreement, Contractor shall, within 10 days after being served, notify the Department of such action and deliver copies of such pleading or document to the Department's principal representative.

19. TAX EXEMPTION. The Department is exempt from the payment of federal, state, and/or local government tax assessments. Regarding the agreement, contractor shall collect no tax from the Department, and the Department shall have no liability to Contractor for such taxes regardless of whether any political subdivision of the state imposes such taxes on the Contractor.

20. SEVERABILITY. If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

21. NON-WAIVER. The failure of either Party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

22. ENTIRE AGREEMENT; MODIFICATIONS. This Agreement, including all exhibits and attachments, is the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless contained in this writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed by both Parties to this Agreement.

23. ORDER OF PRECEDENCE. In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

    A. The provisions of the main body of this Agreement.

    B. Exhibit A, Scope of Work.

    C. Exhibit B, Pricing.

24. ASSIGNMENT; SUBCONTRACTING. Contractor's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of the Department. Any attempt at transfer, assignment, or subcontracting without such consent shall be void. All assignments, subcontracts, or Subcontractors approved by the Department are subject to all of the provisions of this Agreement. Contractor shall be solely responsible for all aspects of subcontracting arrangements and performance.

25. THIRD PARTY BENEFICIARIES. Except for the Parties' respective successors and assigns described in Paragraph 33, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties.

26. TERMINATION

    A. Default. Either Party may terminate this Agreement upon default by the other Party, effective upon receipt of notice or at such other time as may be stated in the notice. "Default" is defined as the failure of a Party to fulfill any of its duties and obligations under this Agreement. The non-defaulting Party may in its discretion permit the other Party a period of up to two weeks to cure the default.

    B. Loss of Funds. The Department is prohibited by law from making commitments beyond the term of the current Department Fiscal Year. Payment to Contractor beyond the current Department Fiscal Year is contingent on the appropriation and continuing availability of funding in any subsequent year. In the event that funding for any activity established by this Agreement is

discontinued or decreased by the State of Colorado, or any federal funding source, Department may terminate this Agreement or reduce its scope effective immediately upon receipt of notice without penalty.

C. Public Interest. The Department is entering into this Agreement for the purpose of carrying out the public policy of the Colorado Judicial Branch. If this Agreement ceases to further such public policy, the Department may terminate this Agreement, in whole or in part, for convenience of the Department, when the interests of the Department so require. The Department shall give at least thirty (30) days written notice of such termination, specifying the part of the Agreement terminated and when the termination becomes effective.

D. Force Majeure. If acts of God or government authorities, natural disasters, or other emergencies beyond a party's reasonable control make it illegal or impossible for such Party to perform its obligations under this Agreement, such Party may terminate this Agreement upon written notice to the other Party without liability.

E. Final Payment. In the event of termination for any reason, Contractor shall be compensated for the value of services actually performed prior to the effective date of the termination.

27. PARTY REPRESENTATIVES; NOTICES. The following persons are hereby designated by their respective employers as their representatives for the management of this Agreement:

FOR THE DEPARTMENT	FOR CONTRACTOR
Name: Robert Omer Title: Chief Probation Officer Phone: 970-252-4369 Email: robert.omer@judicial.state.co.us	Name: Meghan Dougherty, Gunnison County Title: Coordinator Phone: 970-641-7665 Email: mdougherty@gunnisoncounty.org

Either Party may designate a substitute representative by notice to the other Party. Notices required or permitted to be given under this Agreement shall be in writing and shall be delivered by hand with receipt required, by certified or registered mail to such Party's representative at the address set forth above or as an email with read receipt requested to the representative at the email address, if any, set forth above. If a Party delivers a notice to another through email and the email is undeliverable and the Party is not provided with an alternate email contact, then the Party delivering the notice shall deliver it by hand with receipt required or by certified or registered mail to such Party's representative at the address set forth below. Unless otherwise provided in this Agreement, notices shall be effective upon receipt of the written notice.

28. COUNTERPARTS; ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS. This Agreement and any amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement binding on the Parties. The Parties consent to the use of electronic signatures by either Party. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the Parties in the manner specified by the Parties. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

29. SIGNATURE AUTHORITY. By signing this Agreement, the person signing on behalf of Contractor hereby swears and affirms that they are authorized to act on Contractor's behalf and acknowledge that the Department is relying on their representations to that effect.

[*Signatures on Next Page*]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates written below.

STATE OF COLORADO JUDICIAL DEPARTMENT	CONTRACTOR
_____	_____
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

EXHIBIT A

SCOPE OF SERVICES

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

RESPONSIBILITIES OF Gunnison County Department of Juvenile Services

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

1. Implement High Fidelity Wraparound within the context of established guidelines and designated timeframes
2. Provide referring party with written summary of Discovery and Wraparound plan (to include goals) within 30 days of initial engagement meeting.
3. Participate in case conferencing upon request of the referring party.
4. Provide aftercare recommendations and assist in transition of care as appropriate.
5. Provide an invoice on letterhead by the first Friday of the month following services.
6. Maintain client confidentiality in accordance with Gunnison County Privacy Policy and HIPPA.

EXHIBIT B

FEE AND PAYMENT

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

_x___ $35 per hour for services provided pursuant to the agreement.

B. Contractor shall initiate payment requests by submitting invoices to the Department by the first Friday of the month following the month in which services were performed.