AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Provider Agreement; Katherine Melland; Gunnison Co

Action Requested: Motion

Parties to the Agreement: Gunnison County and Katherine Melland

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

contract for data analysis of HKCS and SOS

Fiscal Impact:

Submitted by: Kari Commerford **Submitter's Email Address:** kcommerford@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, included in 2018 adopted budget. ln

Reviewed by: Discharge Date: 6/15/2018

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

Comments:
ok db 6/15/18

Reveiwed by: Discharge Date: 6/15/2018 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jost Discharge Date: 6/15/2018

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

Agenda Date: 6/19/2018

Revised April 2015

PROVIDER AGREEMENT

This Provider Agreement ("Agreement") made effective the **10th of June, 2018** 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 **Katherine Melland** ("Provider").

RECITALS

Provider provides professional services regarding data analysis and report construction for Juvenile 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 September 10, 2018, 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, to run data analysis and create reports for the Healthy Kids Colorado Survey 2017 data and 2017 pre-posttest for Sources of Strength high school and middle school data. All Services shall be performed in a timely manner and in accordance with generally accepted standards for Facilitator'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 follows: up to $4,500 for three-months of data analysis and report construction to be paid after Provider invoices the County on a monthly basis for per hour services, up to $1,500.

(b) This is a service funded through the Communities that Care grant. 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:

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: _____

ATTEST:

_____
Deputy Clerk

PROVIDER

Date: _____ By: _____

EXHIBIT A

SCOPE OF SERVICES

Provider shall perform and provide the following services:

RESPONSIBILITIES OF **Katherine Melland**

GCSAPP COMMUNITY DATA ANALYSIS AGREEMENT
June 2018- September 2018

Facilitator will:

- Conduct data analysis on the Health Kids Colorado Survey 2017 data:
    a. Analyze data, create report to share out to community and schools and upload data into our existing longitudinal data report that is used in the GCSAPP strategic plan
    b. Attend appropriate meetings with GCSAPP Director and CU Boulder data team
    c. Analyze and create data reports for Sources of Strength pre-posttest for Gunnison high school and Gunnison middle school youth and adults.

Gunnison County/GCSAPP will:

- Provide up to a three-month stipend of $1,500 per month (50 hrs./mo. X $30hr = $1500 x 3 months) to be paid by invoicing the County/GCSAPP an amount of $1,500.00/mo.
- Printing materials as needed at GCSAPP office.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/05/2018

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	CONTACT NAME: American Family Insurance - Business Insurance	
American Family Insurance - Business Insurance PO Box 5316 Binghamton, NY 13902	PHONE (A/C, No, Ext): 866-908-0626 / FAX (A/C, No):	
	E-MAIL ADDRESS: service@amfambusinessinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Midvale Indemnity Company	27138
INSURED K MELLAND CONSULTING LLC 4 DORCHESTER ST GUNNISON CO 81230	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 708747010039478** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR	Y	N	GLP1023575	06/10/2018	06/10/2019	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE $	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECU-TIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
	PROFESSIONAL LIABILITY						OCCURRENCE	
							AGGREGATE	

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

Computer Consulting

CERTIFICATE HOLDER	CANCELLATION
GUNNISON COUTNY 200 E VIRGINIA GUNNISOn CO 81230	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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DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 06-04-2018

Employer Identification Number:
83-0755890

Form: SS-4

Number of this notice: CP 575 G

K MELLAND CONSULTING LLC
KATHERINE H MELLAND SOLE MBR
4 DORCHESTER ST
GUNNISON, CO 81230

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 83-0755890. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is KMEL. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

(IRS USE ONLY) 575G 06-04-2018 KMEL O 9999999999 SS-4

Keep this part for your records. CP 575 G (Rev. 7-2007)

Return this part with any correspondence
so we may identify your account. Please
correct any errors in your name or address.

CP 575 G

9999999999

Your Telephone Number
( ) -
_____

Best Time to Call
_____

DATE OF THIS NOTICE: 06-04-2018
EMPLOYER IDENTIFICATION NUMBER: 83-0755890
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

K MELLAND CONSULTING LLC
KATHERINE H MELLAND SOLE MBR
4 DORCHESTER ST
GUNNISON, CO 81230