AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Agreement; Childcare Nurse Consultan

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: BOCC & 6 childcare centers (Tenderfoot, Paradise, Step. Stones, Little Red, Lake Preschool & Seasons

Term Begins: jan 1, 2018 **Term Ends:** 12/31/2019 **Grant Contract #:**

Summary:

This MOA with each childcare center (Tenderfoot, Paradise, Step Stones, Little Red Seasons and Lake Preschool is for monthly visits by RN as required for licensure. $50 per visit & invoice will be sent to each facility.

Fiscal Impact: up to $3600

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

Finance Review: (●) Required ( ) Not Required

Comments:
This requires a change in process for recording Janet Ost's time. Per Joni, she will record the time spent providing the services detailed in these agreements to Community Health and the revenue will be deposited into that activity. No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 12/12/2018

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

Comments:
ok db 12/12/18

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 12/12/2018 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/12/2018

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

Agenda Date: 12/18/2018

Revised April 2015

MEMORANDUM OF AGREEMENT
BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
AND
TENDERFOOT CHILD & FAMILY DEVELOPMENT CENTER, INC.

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into this ____ day of December, 2018 by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO whose address is 200 E. Virginia, Gunnison, Colorado 81230 ("Gunnison County") and TENDERFOOT CHILD & FAMILY DEVELOPMENT CENTER, INC., a Colorado nonprofit corporation, whose address is 700 N. Colorado, Gunnison, CO 81230 ("Childcare Center").

A. RECITALS

Gunnison County, through its Department of Health and Human Services, desires to provide a childcare nurse consultant for the Childcare Center; and

The Childcare Center desires to engage Gunnison County to provide a child care nurse consultant, through its Department of Health and Human Services, according to this Agreement.

B. AGREEMENT

NOW, THEREFORE, in consideration of the recitals above and the mutual covenants and obligations contained herein below, the parties understand and agree to the following:

1. TERM

The term of this Agreement shall commence on January 1, 2019 and shall terminate on December 31, 2019 ("Term"), unless sooner terminated or replaced as provided herein.

2. SCOPE OF SERVICES.

Gunnison County shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and provide monthly one hour childcare nurse consultant services as more specifically set forth in Appendix "A" attached hereto and incorporated herein by reference ("Services").

3. STRATEGIC RESULT.

By approval of this Agreement the Gunnison County, through its Department of Health and Human Services, shall be working towards promoting optimal community and family health, safety and wellbeing.

4. COMPENSATION.

In exchange for Gunnison County's performance of the Services, during the Term of this Agreement, the Childcare Center shall pay Gunnison County Fifty and No/100 U.S. Dollars ($50.00) for each monthly visit to carry out the Scope of Services attached hereto as Appendix "A".

Gunnison County shall submit a monthly invoice to the Childcare Center. Payments for compensation shall be made by the Childcare Center to Gunnison County within 30 days of receipt of an invoice.

5. INDEMNIFICATION.

A. The Childcare Center 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 the Childcare Center 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.

6. 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:	Matthew Birnie Gunnison County Manager 200 E. Virginia Avenue Gunnison, Colorado 81230
With an additional copy to:	Joni Reynolds Gunnison County Health & Human Service Director 220 N. Spruce Gunnison, CO 81230
Childcare Center:	Tenderfoot Child & Family Development Center, Inc. 700 N. Colorado 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.

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.

8. 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.

9. 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 County, Colorado.

10. 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.

11. 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.

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: _____
Phil Chamberland, Chairperson

ATTEST:

_____
Deputy County Clerk

TENDERFOOT CHILD & FAMILY DEVELOPMENT CENTER, INC.,
a Colorado nonprofit corporation

By: Lynna Faymoyer 12/4/18

APPENDIX "A"

SCOPE OF SERVICES

Services shall include the following:

- Direct observation of learning environments indoors and outdoors
- Observation of practices carried out by personnel (example: diapering, feeding, sanitizing, supervision)
- Provide staff trainings including Medication Administration and Standard Precautions
- Assist with problem solving and issue resolutions as they occur regarding health issues
- Review of health and safety written policies
- Review of parent consent forms pertaining to health and safety of children
- Review of daily medication record forms
- Review of health and safety regulatory records
- Assessment of safety hazards indoors and outdoors
- Review and assessment of child and personnel immunization certificates
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- Review and assessment of employee, substitutes, and volunteers health exam or personal health statement forms
- Delegation of medication administration as per regulations
- Other assessment (specify)
- Phone consultation as needed. Medical concerns regarding a specific child should be directed to child's parents or health care provider.
- Document each visit in writing.

As required, the nurse consultant is a mandatory reporter and will notify licensing and/or child protective services if she/he observes a situation of suspected child endangerment, abuse, or neglect. The childcare director will also be notified if such a report is made.

MEMORANDUM OF AGREEMENT
BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
AND
PARADISE PLACE PRESCHOOL

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into this_day of December, 2018 by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO whose address is 200 E. Virginia, Gunnison, Colorado 81230 ("Gunnison County") and PARADISE PLACE PRESCHOOL whose address is 404 Maroon Avenue, Crested Butte, CO 81224 ("Childcare Center").

A. RECITALS

Gunnison County, through its Department of Health and Human Services, desires to provide a childcare nurse consultant for the Childcare Center; and

The Childcare Center desires to engage Gunnison County to provide a child care nurse consultant, through its Department of Health and Human Services, according to this Agreement.

B. AGREEMENT

NOW, THEREFORE, in consideration of the recitals above and the mutual covenants and obligations contained herein below, the parties understand and agree to the following:

1. TERM

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2. SCOPE OF SERVICES.

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3. STRATEGIC RESULT.

By approval of this Agreement the Gunnison County, through its Department of Health and Human Services, shall be working towards promoting optimal community and family health, safety and wellbeing.

4. COMPENSATION.

In exchange for Gunnison County's performance of the Services, during the Term of this Agreement, the Childcare Center shall pay Gunnison County Fifty and No/100 U.S. Dollars ($50.00) for each monthly visit to carry out the Scope of Services attached hereto as Appendix "A".

Gunnison County shall submit a monthly invoice to the Childcare Center. Payments for compensation shall be made by the Childcare Center to Gunnison County within 30 days of receipt of an invoice.

5. INDEMNIFICATION.

A. The Childcare Center 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 the Childcare Center 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.

6. 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:	Matthew Birnie Gunnison County Manager 200 E. Virginia Avenue Gunnison, Colorado 81230
With an additional copy to:	Joni Reynolds Gunnison County Health & Human Service Director 220 N. Spruce Gunnison, CO 81230
Childcare Center:	Paradise Place Preschool PO Box 787

Crested Butte, CO 81224

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.

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.

8. 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.

9. 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 County, Colorado.

10. 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.

11. 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.

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: _____
Phil Chamberland, Chairperson

ATTEST:

_____
Deputy County Clerk

PARADISE PLACE PRESCHOOL

By: _____
Ben Poswalk, Executive Director

APPENDIX "A"

SCOPE OF SERVICES

Services shall include the following:

- Direct observation of learning environments indoors and outdoors
- Observation of practices carried out by personnel (example: diapering, feeding, sanitizing, supervision)
- Provide staff trainings including Medication Administration and Standard Precautions
- Assist with problem solving and issue resolutions as they occur regarding health issues
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- Review and assessment of child and personnel immunization certificates
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- Delegation of medication administration as per regulations
- Other assessment (specify)
- Phone consultation as needed. Medical concerns regarding a specific child should be directed to child's parents or health care provider.
- Document each visit in writing.

As required, the nurse consultant is a mandatory reporter and will notify licensing and/or child protective services if she/he observes a situation of suspected child endangerment, abuse, or neglect. The childcare director will also be notified if such a report is made.

MEMORANDUM OF AGREEMENT
BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
AND
STEPPING STONES CHILDREN'S CENTER, INC.

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into this ____ day of December, 2018 by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO whose address is 200 E. Virginia, Gunnison, Colorado 81230 ("Gunnison County") and STEPPING STONES CHILDREN'S CENTER, INC., a Colorado nonprofit corporation, whose address is 705 7th Street, Crested Butte, CO 81224 ("Childcare Center").

A. RECITALS

Gunnison County, through its Department of Health and Human Services, desires to provide a childcare nurse consultant for the Childcare Center; and

The Childcare Center desires to engage Gunnison County to provide a child care nurse consultant, through its Department of Health and Human Services, according to this Agreement.

B. AGREEMENT

NOW, THEREFORE, in consideration of the recitals above and the mutual covenants and obligations contained herein below, the parties understand and agree to the following:

1. TERM

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2. SCOPE OF SERVICES.

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3. STRATEGIC RESULT.

By approval of this Agreement the Gunnison County, through its Department of Health and Human Services, shall be working towards promoting optimal community and family health, safety and wellbeing.

4. COMPENSATION.

In exchange for Gunnison County's performance of the Services, during the Term of this Agreement, the Childcare Center shall pay Gunnison County Fifty and No/100 U.S. Dollars ($50.00) for each monthly visit to carry out the Scope of Services attached hereto as Appendix "A".

Gunnison County shall submit a monthly invoice to the Childcare Center. Payments for compensation shall be made by the Childcare Center to Gunnison County within 30 days of receipt of an invoice.

5. INDEMNIFICATION.

A. The Childcare Center 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 the Childcare Center or its employees, sub-contractors or agents in connection with this Agreement.

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Gunnison County:	Matthew Birnie Gunnison County Manager 200 E. Virginia Avenue Gunnison, Colorado 81230
With an additional copy to:	Joni Reynolds Gunnison County Health & Human Service Director 220 N. Spruce Gunnison, CO 81230
Childcare Center:	Stepping Stones Children's Center, Inc. PO Box 1167 Crested Butte, CO 81224

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.

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.

8. 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.

9. GOVERNING LAW.

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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: _____
Phil Chamberland, Chairperson

ATTEST:

_____
Deputy County Clerk

STEPPING STONES CHILDREN'S CENTER, INC.,
a Colorado nonprofit corporation

By: _____

APPENDIX "A"

SCOPE OF SERVICES

Services shall include the following:

- Direct observation of learning environments indoors and outdoors
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- Document each visit in writing.

As required, the nurse consultant is a mandatory reporter and will notify licensing and/or child protective services if she/he observes a situation of suspected child endangerment, abuse, or neglect. The childcare director will also be notified if such a report is made.

MEMORANDUM OF AGREEMENT
BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
AND
LITTLE RED SCHOOLHOUSE OF CRESTED BUTTE SOUTH, INC.

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into this ____ day of December, 2018 by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO whose address is 200 E. Virginia, Gunnison, Colorado 81230 ("Gunnison County") and LITTLE RED SCHOOLHOUSE OF CRESTED BUTTE SOUTH, INC., a Colorado corporation, whose address is 49 Gillaspey Avenue
Crested Butte, CO 81224 ("Childcare Center").

A. RECITALS

Gunnison County, through its Department of Health and Human Services, desires to provide a childcare nurse consultant for the Childcare Center; and

The Childcare Center desires to engage Gunnison County to provide a child care nurse consultant, through its Department of Health and Human Services, according to this Agreement.

B. AGREEMENT

NOW, THEREFORE, in consideration of the recitals above and the mutual covenants and obligations contained herein below, the parties understand and agree to the following:

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3. STRATEGIC RESULT.

By approval of this Agreement the Gunnison County, through its Department of Health and Human Services, shall be working towards promoting optimal community and family health, safety and wellbeing.

4. COMPENSATION.

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Gunnison County:

Matthew Birnie
Gunnison County Manager
200 E. Virginia Avenue
Gunnison, Colorado 81230

With an additional copy to:

Joni Reynolds
Gunnison County Health & Human Service Director
220 N. Spruce

Gunnison, CO 81230

Childcare Center: Little Red Schoolhouse of Crested Butte South, Inc.
49 Gillaspey Avenue
Crested Butte, CO 81224

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.

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.

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BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Phil Chamberland, Chairperson

ATTEST:

_____
Deputy County Clerk

LITTLE RED SCHOOLHOUSE OF CRESTED BUTTE SOUTH, INC.,
a Colorado corporation

By: _____

APPENDIX "A"

SCOPE OF SERVICES

Services shall include the following:

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BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
AND
SEASONS SCHOOLHOUSE, INC.

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A. RECITALS

Gunnison County, through its Department of Health and Human Services, desires to provide a childcare nurse consultant for the Childcare Center; and

The Childcare Center desires to engage Gunnison County to provide a child care nurse consultant, through its Department of Health and Human Services, according to this Agreement.

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Gunnison County:	Matthew Birnie Gunnison County Manager 200 E. Virginia Avenue Gunnison, Colorado 81230
With an additional copy to:	Joni Reynolds Gunnison County Health & Human Service Director 220 N. Spruce Gunnison, CO 81230
Childcare Center:	Seasons Schoolhouse Inc. 617 West Virginia Avenue 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.

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.

8. 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.

9. 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 County, Colorado.

10. 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.

11. 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.

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: _____
Phil Chamberland, Chairperson

ATTEST:

_____
Deputy County Clerk

SEASONS SCHOOLHOUSE INC.,
a Colorado nonprofit corporation

By: _____
12/4/18

APPENDIX "A"

SCOPE OF SERVICES

Services shall include the following:

- Direct observation of learning environments indoors and outdoors
- Observation of practices carried out by personnel (example: diapering, feeding, sanitizing, supervision)
- Provide staff trainings including Medication Administration and Standard Precautions
- Assist with problem solving and issue resolutions as they occur regarding health issues
- Review of health and safety written policies
- Review of parent consent forms pertaining to health and safety of children
- Review of daily medication record forms
- Review of health and safety regulatory records
- Assessment of safety hazards indoors and outdoors
- Review and assessment of child and personnel immunization certificates
- Review and assessment of child health exam forms and parent statements
- Review and assessment of employee, substitutes, and volunteers health exam or personal health statement forms
- Delegation of medication administration as per regulations
- Other assessment (specify)
- Phone consultation as needed. Medical concerns regarding a specific child should be directed to child's parents or health care provider.
- Document each visit in writing.

As required, the nurse consultant is a mandatory reporter and will notify licensing and/or child protective services if she/he observes a situation of suspected child endangerment, abuse, or neglect. The childcare director will also be notified if such a report is made.

MEMORANDUM OF AGREEMENT
BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
AND
LAKE PRESCHOOL AND KINDERGARTEN

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into this ____ day of December, 2018 by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO whose address is 200 E. Virginia, Gunnison, Colorado 81230 ("Gunnison County") and LAKE PRESCHOOL AND KINDERGARTEN whose address is 800 N. Boulevard Street Gunnison, CO 81230 ("Childcare Center").

A. RECITALS

Gunnison County, through its Department of Health and Human Services, desires to provide a childcare nurse consultant for the Childcare Center; and

The Childcare Center desires to engage Gunnison County to provide a child care nurse consultant, through its Department of Health and Human Services, according to this Agreement.

B. AGREEMENT

NOW, THEREFORE, in consideration of the recitals above and the mutual covenants and obligations contained herein below, the parties understand and agree to the following:

1. TERM

The term of this Agreement shall commence on January 1, 2019 and shall terminate on June 30, 2019 ("Term"), unless sooner terminated or replaced as provided herein.

2. SCOPE OF SERVICES.

Gunnison County shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and provide monthly one hour childcare nurse consultant services as more specifically set forth in Appendix "A" attached hereto and incorporated herein by reference ("Services").

3. STRATEGIC RESULT.

By approval of this Agreement the Gunnison County, through its Department of Health and Human Services, shall be working towards promoting optimal community and family health, safety and wellbeing.

4. COMPENSATION.

In exchange for Gunnison County's performance of the Services, during the Term of this Agreement, the Childcare Center shall pay Gunnison County Fifty and No/100 U.S. Dollars ($50.00) for each monthly visit to carry out the Scope of Services attached hereto as Appendix "A".

Gunnison County shall submit a monthly invoice to the Childcare Center. Payments for compensation shall be made by the Childcare Center to Gunnison County within 30 days of receipt of an invoice.

5. INDEMNIFICATION.

A. The Childcare Center 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 the Childcare Center 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.

6. 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:	Matthew Birnie Gunnison County Manager 200 E. Virginia Avenue Gunnison, Colorado 81230
With an additional copy to:	Joni Reynolds Gunnison County Health & Human Service Director 220 N. Spruce Gunnison, CO 81230
Childcare Center:	Lake Preschool and Kindergarten 800 N. Boulevard Street Gunnison, CO 81230

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BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Phil Chamberland, Chairperson

ATTEST:

_____
Deputy County Clerk

LAKE PRESCHOOL AND KINDERGARTEN

By: _____

APPENDIX "A"

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