AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; Kelly Banas LPC

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kelly Banas LPC & Gunnison County

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

Summary:

Professional Services Contract to provide assessment, case management and clinical services to clients.

Fiscal Impact: Provider fees included in the Juvenile Services other professional services budget line item.

Submitted by: Janet Reinman **Submitter's Email Address:** jreinman@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, can be covered in 2019 adopted budget. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 3/6/2019

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

Comments:
ok db 3/6/19

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 3/6/2019 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/7/2019

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5

Agenda Date: 3/19/2019

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made effective the ___ day of March, 2019, 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 Kelly Banas LPC, whose address is PO Box 2647, Crested Butte, CO 81224 ("Service Provider").

RECITALS

Service Provider desires to provide 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 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 December 31, 2020 ("Term"), 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, intensive individual and family

interventions, parenting classes, life skills classes, etc. 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 attached hereto and incorporated herein by reference.

(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.

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) Professional Services Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Eighty Seven Thousand and No/100 U.S. Dollars ($387,000.00); and For an injury to two or more persons in any single occurrence, the sum of One Million Ninety Three Thousand and No/100 U.S. Dollars ($1,093,000.00).

b) Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Three Hundred Eighty Seven Thousand and No/100 U.S. Dollars ($387,000.00) for any injury to one person in any single occurrence and in an amount no less than One Million Ninety Three Thousand and No/100 U.S. Dollars ($1,093,000.00) 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.

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: Kelly Banas
P.O. Box 2647
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.

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 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 Juvenile Services prior to any Services being performed. Upon notification to Juvenile Services that the 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 Service Provider's position with Gunnison County 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:

1. (t)he Service Provider shall submit to a criminal background check as described in subsection (4) of C.R.S. §27-90-111 for state employees;

2. (t)he Service Provider 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 Juvenile Services before returning to work.

3. (t)he Service Provider may be suspended or terminated, at the discretion of Juvenile Services, 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.

4. (u)pon notification to Juvenile Services that the 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 Service Provider's position with Gunnison County shall be terminated."

12. 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.

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 Colorado District Court governing Gunnison, Colorado.

14. 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.

15. 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: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy County Clerk

KELLY BANAS, LPC

By: _____
Kelly Banas, LPC

EXHIBIT A
SCOPE OF SERVICES

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

RESPONSIBILITIES OF _Kelly Banas, LPC__ ("Provider")

Service Provider shall perform and provide the following services:

1. Provide referring party with written summary of assessment and service plan (to include treatment goals) within 30 days of initial appointment.
2. Submit written progress notes each 30 days addressing no less than the following; dates of services, types of services, and progress towards goals along with any treatment recommendations and/or other information that may be relevant.
3. Participate in case conferencing upon request of the referring party.
4. Maintain client confidentiality in accordance with Gunnison County Privacy Policy and HIPPA.
5. Provide an invoice on letterhead by the 5th of the month following services.

RESPONSIBILITIES OF GUNNISON COUNTY JUVENILE SERVICES:

- Communicate with Service Provider as much as necessary to assure optimal service to the clients.
- Reimburse Service Provider within a month following invoice.

EXHIBIT B
SERVICE PROVIDER FEES

A. In exchange for Service Providers performance of the Services, during the Term, Gunnison County shall pay Service Provider fees as follows:

__$90.00 per clinical hour for licensed therapist

__$70.00 per month, per client for case management

__$50.00 per hour for Group Adolescent Life Skills classes

Travel to Lake City or other cities or counties as required for home based or other clinical work @ .58/mile (round trip from Gunnison).