# AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Provider Agreement; RE1J

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** Gunnison County and the RE1-J School District

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

**Summary:**

contract for services and financial contribution from school district

**Fiscal Impact:**

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

**Finance Review:** (●) Required ( ) Not Required

Comments:
no concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 6/12/2020

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

Comments:
ok db 6/12/20

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 6/12/2020 Certificate of Insurance Required Yes ( ) No (●)

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\emense Discharge Date: 6/19/2020

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

Agenda Date: 6/23/2020

*Revised April 2015*

# PROVIDER AGREEMENT

This Provider Agreement ("Agreement") made effective the 1st of July, 2020 is by and between the RE1J School District ("District") whose address is 800 North Boulevard St., Gunnison, CO 81230 and the Board of County Commissioners of Gunnison County, of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 ("Provider") to benefit the Juvenile Services Department.

## RECITALS

"Provider" will deliver professional services that promote mental health including: Social Emotional curriculum delivery, skill-based groups, professional development for school staff, Wraparound services for youth involved in two or more systems, and diversion services for youth to the District. The District 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 be considered for renewal on June 30th, 2021.

2. SCOPE OF SERVICES.

"Provider" shall furnish all materials, supervision, supplies and equipment to complete the services as more specifically set forth on Exhibit A, attached hereto and incorporated herein by this reference. "Provider" will support youth in the community by assisting the District in promoting mental health including: Social Emotional curriculum delivery, skill-based groups, professional development for school staff, Wraparound services for youth involved in two or more systems, and diversion services for youth with a restorative justice framework to the District. 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 the District 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.

In exchange for "Provider's" performance of the services during the Term, the District shall pay "Provider" fees as follows: $50,000 to be paid on or before December 30th, 2020. These services are funded through the COVID relief grant and are to be used to promote mental health.

4. INDEMNIFICATION.

The school district agrees to indemnify, defend and hold harmless Gunnison County "Provider", 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. 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 the District.

(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 $150,000 for any injury to one person in any single occurrence and in an amount no less than $600,000 for any injury to two or more persons in any single occurrence.

6. 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.

7. 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.

8. 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 attorney fees and expert witness fees.

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, Colorado.

10. 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.

11. 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.

_____ _____

Chairperson, Board of County Commissioners Date Signed

_____

Attestation

District Superintendent

Date Signed

Attestation

Date Signed

## Exhibit A

**$20,000 for Direct Services in the school through GCSAPP's Education Specialist and LCSW.**

- Weekly grief groups in Crested Butte and expansion into Gunnison Schools
- Lead organization for 2 free youth mental wellness visits for all RE1-J school district youth 12-18 years old.
- Owning Up Curriculum delivery in CB
- Health Class co-teaching on applicable topics
- Guidance Class co-teaching on applicable topics

**$5,000 for Professional Development and Training/GCSAPP**

- Ongoing training for administration and staff on mental health and substance abuse topics
- 2019 – 3 Speakers for Professional Development Day
- 2019 – Training on LGBTQ
- 2019 – Motivational Interviewing Training/Certification
- 2020 – 40 school and youth serving staff taking Neuroscience of Stress and Memory graduate course/continuing education

**$15,000 for FAST and Wraparound Services**
**FAST Review Team**

The partner agencies will refer youth early on to the multi-system Family Advocacy Support Team. Members include representatives from the Gunnison County Department of Human Services, Gunnison Watershed School District, 7th Judicial District Probation, the Center for Mental Health, Gunnison Valley Mentors, Project Hope, City of Gunnison Police Department, Gunnison County Juvenile Services, and an Educational Attendance Advocate for purposes of assessment, access to service and planning. Members meet weekly in order to staff cases to determine what level of care the youth and family will be served by (ISST, HFW or Cross over) and helps to make suggestions on additional services. Services and supports are designed to promote family wellbeing in the least restrictive and least intrusive manner possible implemented through the three-tiered service delivery model and with the family. Target population is youth and families (0-21). When the FAST review team determines staffing for each case, coordinated care will be supported through Individualized Service and Support Team ("ISST"), High Fidelity Wraparound, family engagement meetings or the Crossover Youth Practice Model. Service planning and provision shall be strengths based, family focused and well-coordinated. The Team will work to avoid duplication of services, establish a realistic individualized support plan and assure provider follow through.

The focus of the initiative includes:

- Early identification of youth and families needing assistance
- Accessible and individualized service
- A 2 Generational model that works within a family systems approach.
- Monitoring and follow through
- Aftercare follow up
- Program evaluation

These services are linked to the following performance measure: Children and youth with improved school attendance rates, children and youth with fewer disciplinary actions, and CMP children/youth who received a positive depression screening that receive a follow-up appointment within 7 days. FAST serve 10-15 youth and their families per year.

**Juvenile Diversion $10,000**

The goal of juvenile diversion is to help divert youth away from the court system and help with and systems restore harm and relationships through our restorative practice and trauma-informed lens. Through this multi-system approach Juvenile Services helps youth access mental health services, gain resilience skills, increased opportunities for prosocial activities and support families and maintain low rates of recidivism of criminal offenses. All of our youth are screened for mental health services and 90% of them screen high for need for services and are able to access mental health services through this program. Funds will be used to continue to connect youth to mental health services and to increase the Early Intervention program manager's ability to use restorative practices with youth and serve youth at the school.